

RESOLUTION R- 3775

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A CONTRACT WITH KING COUNTY FOR THE PERFORMANCE OF ANIMAL CONTROL SERVICES WITHIN THE CITY OF KIRKLAND AS AUTHORIZED BY SECTION 8.04.050 KIRKLAND MUNICIPAL CODE.

Whereas, Section 8.04.050 of the Kirkland Municipal Code authorizes the City Manager to enter into an interlocal services agreement with King County for performance of animal control services within Kirkland and the enforcement of Kirkland animal control ordinances and regulations subject to approval of said contract by the Kirkland City Council; and

Whereas, the City Manager has presented to the City Council for its review a proposed interlocal services agreement with King County for performance of animal control services between January 1, 1991 and December 31, 1993; and

Whereas, it appears in the best interest of the City of Kirkland and its residents that said contract be approved,

Now, Therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland an interlocal service agreement between the City of Kirkland and King County for performance by King County Animal Control Division of animal licensing and control services, including ordinance enforcement within the City of Kirkland, all in accordance with such contract, which shall be substantially similar to that which is attached to the original of this resolution.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 24th day of November, 1992.

ANIMAL CONTROL INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into this 1st day of January, 1991, between KING COUNTY, State of Washington, hereinafter referred to as the "COUNTY" and the municipal corporation of KIRKLAND, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 39.34.010, 39.34, and City Resolution No. _____, is authorized to and desirous of contracting with the County for the performance of Animal Control Services; and

WHEREAS, the County is authorized by Section 120 of King County Charter and King County Code 11.02.030 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreement herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations: In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:

- A. Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to animal control as set forth in Chapter 8 of

the Kirkland Municipal Code.

- B. Provide a level of service which is the same
as that provided to unincorporated areas of
the County;
- C. Furnish license and application forms for
said licenses to the City for sale to the
public at the City Hall;
- D. Except as set forth in Section 7.A. below,
services to be provided the County pursuant
to this agreement do not include legal
services, which shall be provided by the City
at its own expense.

In consideration of the promises of the County set
forth above, the City promises to:

- E. Enact an ordinance or resolution which is
substantially similar to Title 11 King County
Code as now or hereafter amended. For the
purpose of this subsection, "substantially
similar" shall be defined to include, at a
minimum, identical license, late penalty and
impound/redemption/sheltering fees with those
provided in Title 11 King County Code;
- F. Delegate to the County:
 - (1) The power to determine eligibility for
licenses issued under the terms of
Chapter 8 of the Kirkland Municipal Code
subject to the conditions set forth in

said ordinance and subject to the review power of the King County Board of Appeals;

- (2) The power to enforce terms of the City ordinance, including the power to deny, suspend or revoke licenses issued thereunder, and subject to the review power of the King County Board of Appeals.

G. Nothing in this agreement is intended to divest the City of authority to issue notices of violation and court citations for alleged violations of City ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or City.

2. Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this contract in the following manner:

- A. The County shall receive all fines and fees collected by the County pursuant to the licensing of dogs, cats, kennels, hobby kennels, pet shops, animal shelters, and grooming parlors, if such licenses are required within the City, subject to the following rebate provisions, if applicable:
 - (1) \$1.00 for each dog license sold at the

City Hall shall be rebated to the City;

(2) \$.75 for each cat license sold at the

City Hall shall be rebated to the City;

B. The County shall receive all impound and redemption fees charged against animals.

3. Time of Performance: This agreement shall be effective on January 1, 1991, and terminate on December 31, 1993. It is further agreed that should both parties desire to continue this agreement after the terminated date, this contract may be renewed for a period of one year on the same terms and conditions, upon the giving of written notice by either party to the other not less than thirty (30) days before the expiration of this agreement; Provided, however, that the County reserves the right to increase fees or modify the rebate provisions of Section 2.A. of this agreement.

4. Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modification of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.

5. Termination: This agreement may be terminated without cause only after 90 days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material

breach of contract and cause for immediate termination upon notice received by one party given to the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination, nor shall it affect the validity of any license issued pursuant to the City ordinance.

6. Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

- A. Control of County personnel standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- B. All persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- C. The contact person for the City regarding citizen complaints, service requests and general information on animal control services is the Chief of King County Animal Control;
- D. In the event of a dispute between the parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performances of such service, the determination of the Director of the King

County Department of Executive Administration shall prevail unless within ten (10) days of such determination made in writing, the City files a written notice of appeal with the Director. Copies of such notice shall also be filed with the County Executive and the City Manager. In such event the dispute shall then be submitted for review to a three (3) member panel composed of the County Executive and the City Manager and a third member of their choosing who shall not be an officer or employee of either the County or the City. A decision or determination agreed upon by a majority of the panel shall be final and conclusive in all respects between the parties hereto.

7. Indemnification:

- A. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event

that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the county shall satisfy the same.

- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of

governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8. Audits and Inspection: The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and six (6) years

after termination hereof.

9. Non-Discrimination: The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United States Department of Labor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

KING COUNTY

CITY OF KIRKLAND

By _____
County Executive

By _____
Mayor

ATTEST:

Director, Dept. of Executive
Administration

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

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Signed in authentication th r of this 24th
day of November, 1992.



MAYOR

Attest:



City Clerk

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