

SHORELINE  
CITY CLERK

**Receiving No.**

**3**

**I-95-002**

**King County  
Animal  
Control**

Clerk's Receiving  
No. 003  
Date 9/22/95  
S. M. H. K. S.  
Res. 12

**Interlocal Agreement Between  
King County and the City of Shoreline**  
Relating to Animal Control

This AGREEMENT entered into this 31st day of August, 1995 between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Shoreline, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 39.34.010 and 39.34.080, 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 the 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 agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations:

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

1.1.1. Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to Animal Control as set forth in the city Ordinance Number 25;

1.1.2. Provide the same degree, type, and level of service as is customarily provided to residents of unincorporated King County;

1.1.3. Furnish licenses and application forms for said licenses to the City for sale to the public at the City Hall;

1.1.4. Except as set forth in section 7.1 below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

1.2. In consideration of the promises of the County herein before set forth, the City promises to:

1.2.1. 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;

1.2.2. Delegate to the County the following:

1.2.2.1. The power to determine eligibility for licenses issued under the terms of the City ordinance, subject to the conditions set forth in said ordinance and subject to the review power of King County Board of Appeals;

1.2.2.2. 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.

1.3. Nothing in this agreement is intended to divest the City of authority to issue notices of violations 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:

2.1. 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 subject to the following rebate provisions:

\$1.00 for each dog license sold at the City Hall shall be rebated to the City;  
\$.75 for each cat license sold at the City Hall shall be rebated to the City;

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

3. Time of Performance: This agreement shall be effective the 31st of August, 1995, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter. The County reserves the right to increase fees or modify the rebate provisions of Section 2.1 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 modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.

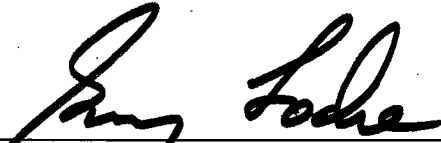
5. Termination: This agreement may be terminated without cause only after thirty (30) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination upon notice received by one party given by 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:
  - 6.1. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
  - 6.2. All persons rendering services hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
  - 6.3. 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;
  - 6.4. In the event of a dispute between 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 be final and conclusive in all respects between parties hereto.
  
7. **Indemnification:**
  - 7.1. 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 principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
  
  - 7.2. 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 City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

- 7.3. 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, include all chargeable costs and attorney's fees.
8. Audits and Inspection: The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract 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 State Department of Labor.

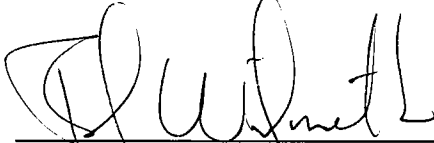
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

King County


  
\_\_\_\_\_  
King County Executive

July 31, 1995  
Date  
Approved as to Form

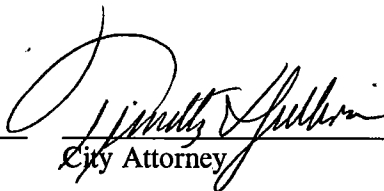
City of Shoreline

  
\_\_\_\_\_  
City Manager

7/14/95  
Date  
Approved as to Form

  
\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

7-27-95  
Date

  
\_\_\_\_\_  
City Attorney

7/17/95  
Date

June 12, 1995  
420M2 DRC

Introduced By: MAGGI FIMIA

Proposed No.: 95 - 438

MOTION NO. **9604** 4

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

A MOTION authorizing the county executive to enter into interlocal agreements with the city of Shoreline relating to District Court, Adult Detention, Animal Control, and Interim Roads Maintenance.

WHEREAS, the city of Shoreline will incorporate on August 31, 1995, and

WHEREAS, the city desires to secure certain municipal services from the county for its residents, and

WHEREAS, the county is willing and able to provide the requested municipal services;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute interlocal agreements, substantially in the forms attached, with the city of Shoreline for the county to provide the following services:

1. District Court
2. Adult Detention
3. Animal Control
4. Interim Roads Maintenance

PASSED by a vote of 12 to 0 this 30<sup>th</sup> day of June, 1995

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

Attachment: Interlocal Agreements

**RESOLUTION NO. 12**

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON,  
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF  
SHORELINE AND KING COUNTY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
SHORELINE, WASHINGTON, AS FOLLOWS:**

Section 1. Authorization. City Manager or designee is authorized and directed to execute on behalf of the City the Interlocal Agreement for Animal Control Services with King County, Washington, a copy of which has been filed with the City Clerk and identified with Clerk's Receiving No. 003.

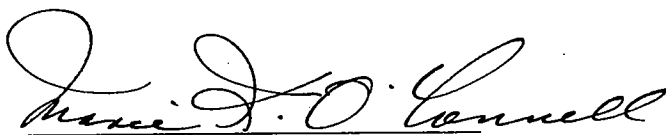
Section 2. Effective Date. The effective date of the Interlocal Agreement for Animal Control Services will be the official date of incorporation.

Section 3. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

**ADOPTED BY THE CITY COUNCIL ON JUNE 26, 1995**

  
Mayor Connie King

**ATTEST:**

  
Marie K. O'Connell, CMC  
Interim City Clerk

## ORDINANCE NO. 25

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING BY REFERENCE CHAPTERS 11.04, 11.08, 11.12, 11.20, 11.24, 11.28 AND 11.32, OF THE KING COUNTY CODE AS ANIMAL CONTROL REGULATIONS OF THE CITY.**

WHEREAS, the City of Shoreline will incorporate on August 31, 1995; and

WHEREAS, pursuant to RCW 39.34 the City has entered into an interlocal agreement with King County for the provision of animal control services; and

WHEREAS, the interlocal agreement requires the City of Shoreline to adopt animal control regulations substantially similar to Title 11 of the King County Code; NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** Authority to Adopt Animal Control Regulations. Pursuant to RCW 35 35A.13.180 and 35.12.140, the City adopts by reference Chapters 11.04, Animal Control Regulations; 11.08, Dog Leash Law; 11.12, Rabies Control; 11.20 Disposition of Fowl and Rabbits; 11.24, Stock Restricted Area; 11.28, Exotic Animals; and 11.32, Guard Dogs of the King County Code (Exhibit A, hereto), as presently constituted or hereinafter amended, as the Animal Control Code. Exhibit A is hereby incorporated by reference as if fully set forth herein.

**Section 2.** Adoption of Administrative Rules. There are hereby adopted by reference any and all implementing administrative rules and enforcement remedies now in effect regarding the animal control code that have been adopted either pursuant to King County Code Chapter 2.98, Rules of County Agencies, or Title 23, Enforcement, or elsewhere in the King County Code except that, unless the context requires otherwise, any reference to the "County" or to "King County" shall refer to the City of Shoreline, and any reference to County staff shall refer to the City Manager or designee.

**Section 3.** Adoption of Certain Other Laws. To the extent that any provision of the King County Code, or any other law, rule or regulation referenced in the attached Animal Control Code, is necessary or convenient to establish the validity, enforceability or interpretation of the Animal Control Code, then such provision of the King County Code, or other law, rule or regulation, is hereby adopted by reference.


**Section 4.** Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not



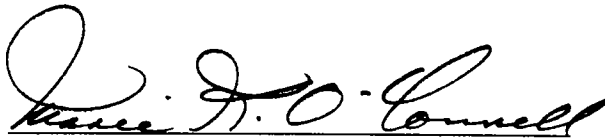
affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 5. Effective Date and Publication.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force on the date of incorporation.

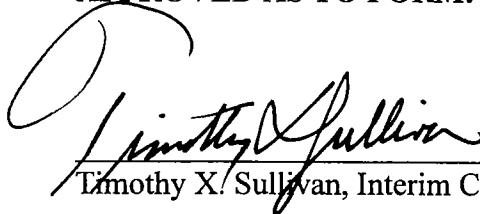
**PASSED BY THE CITY COUNCIL ON JULY 10, 1995**

  
\_\_\_\_\_  
Mayor Connie King

**ATTEST:**

  
\_\_\_\_\_  
Marie K. O'Connell, Interim City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Timothy X. Sullivan, Interim City Attorney

Date of Publication: 7/12/95

Effective Date: 8/31/95