BELLEVUE RECORDS MANAGEMENT

CONTRACT FACE SHEET

Document Type:

☐	Claim	☒	Interlocal Agmt
☐	Collective Bargaining Agmt	☐	Latecomer Agreement
☐	Connection Charge Agmt	☐	Lease
	Contract	☐	MOU
☐	Franchise Agreement	☐	ROW Use Agmt
☐	Grant Agmt	☐	Settlement Agmt

Relationship to Original:

☐	Amendment	☐	MOU
☐	Cancellation	☒	New
☐	Change Order	☐	Release
☐	Correspondence	☐	Renewal
☐	Initial	☐	Retainage
☐	Lien	☐	Working

***Vendor Name:** KC Animal Control

***JDE PO Number:** /

***Original's Effective Date:** 04.08.1996

***Amendment's Effective Date** /

***Termination Date:** 12.31.2099

***Clerk's Receiving Number:** / (City Clerk's Office will enter)

Original's Receiving Number: 22963 (96-130) Copy in 09-597

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 5994 04.01.1996

CIP Number: /

Project Description: Animal Control

KC Recording Number:

Vendor *or* Parcel Number: 71094

File Location: Copy in 09.597

* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: CM

Face Sheet Date 09.09.2009 ✓ JDE N/A

Scan/Index Date 09.14.2009 ✓ ECM

ORIGINAL

FILED NO. 12963
CITY OF BELLEVUE
DATE 9/5/96
CITY CLERK'S OFFICE

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

This AGREEMENT entered into this 1st day of January, 1992 between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of BELLEVUE, hereinafter referred to as the "City."

WITNESSTH;

WHEREAS, the City, pursuant to RCW 39.34.010 and 39.34.080, and City Code Chapters 8.04 and 8.06 (hereafter "city ordinance"), 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: In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:

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 Code Chapters 8.04 and 8.06;

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

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

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.

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

1.5 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;

96-130

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1.6 Delegate to the County the following:

1.6.1 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;

1.6.2 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.

1.7 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 the 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 businesses subject to a $1.00 rebate for each valid pet license sold by 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 upon execution, 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 ninety (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 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 Information and Administrative Services shall be the 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.

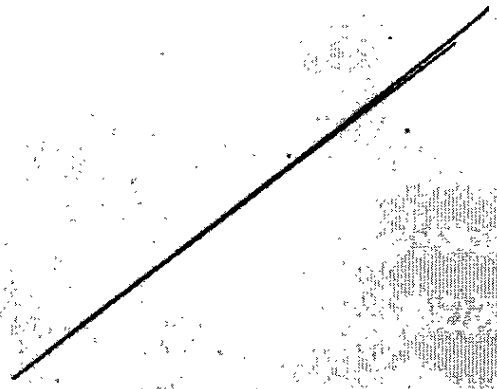
7.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them in 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 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, including all chargeable costs and attorney's fees.

8. Audits and Inspections: 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 Ordinance 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	City of Bellevue
King County Executive	City Manager
4/30/96	4/9/96
Date	Date
Approved as to Form	Approved as to Form
King County Deputy Prosecuting Attorney	City Attorney
4-26-96	2-20-96
Date	Date

interac6.doc (interl)

WP0509C-RES
02/20/96

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 5994

A RESOLUTION authorizing the City Manager to execute an interlocal agreement with King County relating to animal control.

WHEREAS, the City of Bellevue is authorized pursuant to chapter 39.34 RCW and Title 8 of the Bellevue City Code to contract with King County for the performance of animal control services and desires to so contract; and

WHEREAS, King County is authorized by Section 120 of the King County Charter and Section 11.02.030 of the King County Code to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth; now, therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute that certain Interlocal Agreement Between King County and the City of Bellevue Relating to Animal Control, a copy of which Agreement has been given Clerk's Receiving No. 22963

PASSED by the City Council this 1st day of April, 1996, and signed in authentication of its passage this 1st day of April, 1996.

(SEAL)

Ronald E. Smith, Mayor

Attest:

Myrna L. Basich, City Clerk

96-130

King County
Licensing and Regulatory Services Division
Department of
Information and Administrative Services
King County Administration Building
500 Fourth Avenue Room 411
Seattle, WA 98104-2337
(206) 296-3488
(206) 296-0100 TDD

RECEIVED
MAY 3 1996
CITY MANAGER

May 1, 1996

Judy Louisell, Management Assistant
City Manager's Office
City of Bellevue
P. O. Box 90012
Bellevue WA 98009-9012

RE: **Animal Control Interlocal Services Agreement**

Dear Judy:

I am enclosing a fully executed copy of the completed contract between King County and the City of Bellevue for animal control services.

This contract automatically renews from year to year, unless canceled by one of the parties with a 90 day notice. We will send a letter each year indicating our intent to continue providing services and we will keep you posted about any proposed changes, such as license fee changes or new legislation.

Thank you so very much for your assistance - it's been a great pleasure to work with you and the other city staff members. You can always reach me at 296-4015 if I can be of help at any time.

Sincerely,

Vicki Schmitz, Asst. Manager

Enclosure
P.S. I'm enclosing a copy of Ms. Nagy's letter about here rooster problem being solved. Regards. VS

0578-ORD
11/26/02

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5416

AN ORDINANCE related to animal control regulations revising Chapter 8.04 of the Bellevue City Code by repealing Section 8.04.230 and adding two new sections, Section 8.04.260, Violations - Notice and Order and Section 8.04.270, Appeals.

WHEREAS, King County Animal Control has effectively used administrative procedures to enforce animal control violations in other jurisdictions; and

WHEREAS, the use of administrative procedures has proven to be a very efficient and effective method of addressing violations of animal control ordinances in other jurisdictions; and

WHEREAS, the use of administrative procedures have also proven to be more cost effective than the criminal process; and

WHEREAS, King County Animal Control is charged with enforcing the provisions of Bellevue City Code 8.04, the City's animal control regulation; and

WHEREAS, the City does not have administrative procedures with respect to animal control regulations; and

WHEREAS, the City desires to be more efficient and cost effective in addressing animal control violations; and

WHEREAS, it is necessary to modify the Bellevue City Code to create a provision for administrative procedures; and

WHEREAS, the new provision needs to be adopted in order to be enforced by King County Animal Control; now, therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 8.04.230 of the Bellevue City Code is hereby repealed.

Section 2. Two new sections, Section 8.04.260 and Section 8.04.270 are hereby added to the Bellevue City Code to read as follows:

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8.04.260 Violations - Notice and Order

In addition to or as an alternative to any other penalty provided herein or by law, any violation of any provision of this title shall constitute a civil violation as provided in Chapter 1.18 BCC, for which a monetary penalty may be assessed and abatement may be required as provided therein.

A. Whenever the director or authorized animal control officer has found an animal maintained in violation of this chapter, the director of the animal control authority shall commence proceedings to cause the abatement of each violation.

B. The director or authorized animal control officer shall issue a notice of violation and an order directed to the owner or the person presumed to be the owner of the animal maintained in violation of this chapter. The notice and order shall contain:

1. The name and address if known of the owner or person presumed to be the owner of the animal in violation of this chapter;

2. The license number, if available, and description of the animal in violation sufficient for identification;

3. A statement to the effect that the director or authorized animal control officer has found the animal maintained illegally with a brief and concise description of the conditions, which caused the animal to be in violation of this chapter;

4. A statement of the action required to be taken to abate the violation, as determined by the director of the animal control authority.

a. If the director has determined the animal in violation must be disposed with, the order shall require that the abatement be completed within a specified period of time from the date of the order as determined by the director to be reasonable;

b. If the director of the animal control authority has determined to assess a civil penalty, the order shall require that the penalty shall be paid within fourteen days from the date of the order.

5. Statements advising that if any required abatement is not commenced within the time specified, the director of the animal control authority will proceed to cause abatement and charge the costs thereof against the owner;

6. Statements advising:

a. That a person having a legal interest in the animal may appeal from the notice of violation and order or any action of the director of the animal

ORIGINAL

control authority to the board of appeals, provided the appeal is made in writing as provided by this chapter, and filed with the director of the animal control authority within fourteen days from the date of service of such notice of violation and order;

b. That failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter;

C. The notice and order shall be served on the owner or presumed owner of the animal in violation.

D. Service of the notice of violation and order shall be made upon all persons entitled thereto:

1. Personally; or,

2. By mailing a copy of such notice of violation and order by certified mail, postage prepaid, return receipt requested, to the person at his last known address; or,

3. Posting the notice of violation and order on the front door of the living unit of the owner or person with right to control the animal if said owner or person is not home.

E. Proof of service of the notice of violation and order shall be made at the time of service by a written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made.

F. The standards of this chapter shall be followed by the director of the animal control authority in determining the existence of an animal control violation and in determining the abatement action required.

8.04.270 Appeals.

A. APPEALS. The King County board of appeals as established by Article 7 of the King County Charter is designated to hear appeals by parties aggrieved by actions of the director of the animal control authority pursuant to this chapter. The board may adopt reasonable rules or regulations for conducting its business. Copies of all rules and regulations adopted by the board shall be delivered to the director of the animal control authority who shall make them freely accessible to the public. All decisions and findings of the board shall be rendered to the appellant in writing with a copy to the director of the animal control authority.

B. FORM OF APPEAL. Any person entitled to service under Section 8.04.260B may appeal from any notice and order or any action of the director of the animal control authority under this chapter by filing at the office of the director of the animal control authority within fourteen days from the date of the service of such order, a written appeal containing:

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1. A heading in the words: "Before the Board of Appeals of the County of King";

2. A caption reading: "Appeal of ..... giving the names of all appellants participating in the appeal;

3. A brief statement setting forth the legal interest of each of the appellants in the animal involved in the notice and order;

4. A brief statement in concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;

5. A brief statement in concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside;

6. The signatures of all parties' names as appellants, and their official mailing addresses;

7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

C. SCHEDULING AND NOTICING APPEAL. The board of appeals shall set a time and place, not more than thirty days from such notice of appeal for hearing thereon. Written notice of the time and place of hearing shall be given at least ten days prior to the date of the hearing to each appellant by the manager-clerk of the board.

D. At the hearing, the appellant shall be entitled to appear in person and be represented by counsel and offer such evidence pertinent and material to the action of the director. Only those matters or issues specifically raised by the appellant in the written notice of appeal shall be considered.

E. Failure of any person to file an appeal in accordance with this section shall constitute a waiver of his right to an administrative hearing.

F. Enforcement of any notice and order of the director of the animal control authority issued under this chapter shall be stayed during the pending of an appeal, except impoundment of an animal which is vicious or dangerous or cruelly treated.

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Section 3. This ordinance shall take effect and be in force thirty (30) days after passage by the City Council.

Passed by the City Council this 2nd day of December, 2002, and signed in authentication of its passage this 2nd day of December, 2002.

(SEAL)

Connie B Marshall
Connie B. Marshall, Mayor

Approved as to form:

Richard L. Andrews, City Attorney

Jerome Roache
Jerome Roache, Assistant City Attorney

Attest:

Myrna L Basich
Myrna L. Basich, City Clerk

Published December 6, 2002