

ORIGINAL

**INTERLOCAL AGREEMENT
FOR
ANIMAL CONTROL SERVICES.**

This Agreement is made and entered into on this 31st day of December, 2010, between the City of Sumner ("Sumner") and the City of Puyallup ("Puyallup") with the City of Pacific ("Pacific"), all municipal corporations of the State of Washington, located in either Pierce and/or King County, Washington, with respect to the following facts:

WHEREAS, each party has the power, authority and responsibility to provide animal control services within their respective boundaries; and

WHEREAS, Pacific desires to contract for animal control services with Sumner and Puyallup; and

WHEREAS, Sumner and Puyallup, by way of a separate Interlocal Agreement "Metro Animal Service Agreement" (Metro), have an established animal control program, shelter, trained staff, supervision and related equipment and tools known as Metro Animal Services; and

WHEREAS, pursuant to the Metro Animal Service Agreement, animal control and shelter services may be provided to other local jurisdictions by separate contract upon approval by Sumner City Council and Puyallup City Council; and

WHEREAS, Metro Animal Services has the ability and staffing to provide animal control services to Pacific;

WHEREAS, all parties desire to enter into an agreement for the purpose of utilizing Metro Animal Services' capabilities to provide Pacific with animal control services; and

WHEREAS, this Interlocal agreement is entered into for the mutual benefit of the parties and is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

Section 1. Purpose of Agreement

The purposes of this Agreement are:

- A. To formalize a process whereby animal control services and shelter activities can be provided for the parties through the entity known as Metro Animal Services. For purposes of this agreement animal control services and shelter activities includes transport, impound of animals, adoption, licensing, euthanasia and the enforcement of participating municipalities' code provisions related to animal control.

- B. The parties desire to provide animal control services in a cost effective manner which will avoid duplication of animal control services and by entering into an Interlocal agreement for the shared provision of such services.
- C. To establish the City of Pacific's participation on the Metro Animal Services Operations / Advisory Board.

Section 2. Basic Services

Metro Animal Services Responsibilities:

- A. Metro is responsible for the operations of the animal shelter and impound facilities for all dogs, cats and other pet animals as defined in RCW 16.70.020. The service will be for animals brought to the shelter by their owners or caretakers for disposal as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.
- B. The shelter's operating hours shall remain as currently established. Currently these hours are Monday through Friday 10:00 a.m. to 5:00 p.m.; Saturday 10:00 a.m. to 4:00 p.m.; and closed Sunday. The parties agree that the shelter's operating times may be adjusted by the Operations / Advisory Board as established in Section 3.
- C. Metro is responsible for setting fees associated with impounding/redemption and sheltering of animals.
- D. Metro shall provide enforcement of animal control laws within the City of Pacific during normal work hours, which are Monday through Friday, 8:00 a.m. to 5:00 p.m.
- E. Metro may respond after hours for emergent circumstances including but not limited to: injured animals, at large aggressive animals. The Metro Animal Services Supervisor will determine if a response is necessary.
- F. Metro, through services that are the responsibility of Sumner, shall be the main licensing agency of animals; except that Pacific is encouraged to continue its practice of licensing walk-in applicants.
- G. Metro, through services that are the responsibility of Sumner, shall maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the Washington State Auditor.
- H. The parties agree that nothing in this Agreement shall be construed as creating an employment relationship between any party and any employee, agent, representative or contractor of any other party. All employees involved in animal control and shelter services will be employees of the City of Sumner and Sumner shall be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of all animal

control employees.

- I. All volunteers involved in shelter services provided by Metro will be volunteers of the City of Sumner and Sumner shall be responsible for recruitment, appointing, scheduling, discipline, termination and L&I coverage of all animal control volunteers.
- J. In providing such services, Sumner and Puyallup shall have sole discretion as to the staffing assigned to the animal control program, and shall be the sole judge as the most expeditious, efficient, and effective manner of handling calls for animal control services, and operation of the shelter.

The City of Pacific's Responsibilities:

- A. Pacific Police may make appropriate contacts and take enforcement action for violations occurring outside of normal work hours and on weekends. For purposes of this agreement, work hours are considered to be the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. In instances where Pacific Police view violations occurring within the Pacific City Limits, whether or not they are occurring during or outside of normal work hours, they may initiate the necessary enforcement action.
- B. Pacific shall review its local laws regulating dangerous dogs, licensing, and other animal related codes and shall make amendments as needed to ensure that the regulations contain similar provisions as Sumner's and Puyallup's to ensure consistency in enforcement and to increase management efficiency.
- C. Encourage Pacific residents to purchase pet licenses through mailings, newsletters or other means available to the City of Pacific.
- D. Upon the execution of this agreement Pacific shall provide one delegate to be a participating member of the Operations / Advisory Board as provided in Section 3 of this Agreement.
- E. Pacific shall be responsible for any costs associated with enforcing or defending their ordinances related to potentially dangerous or dangerous dog declarations, impounds, or additional costs associated with prosecution of criminal or civil cases, or other unforeseen costs that may arise from time to time.
 - a. The purpose of this section is to address services outside the normal scope of this agreement. Including but not limited to costs associated with Hearing Examiner fees, Superior Court costs, staff costs associated with prosecutors and court staff, or costs associated with maintaining animals as evidence greater than 20 days. The section is not intended to apply to Metro Staff costs associated with appearing for a court hearing.

- F. Pacific shall provide Metro written notice of all code changes related to animal control. This notice should be a minimum of 30 days prior to adoption in regards to fee changes, and a minimum of 14 days prior to adoption for non fee related changes. Failure to provide 30 days notice regarding fee changes may result in failure to collect revenue at the new rates for up to 30 days due to the licensing renewal process.

Section 3. Operations / Advisory Board

Pacific understands, acknowledges and agrees that the Metro Operations / Advisory Board is responsible for the day to day administration of the animal control program, and making recommendations to City Council's regarding budget related items. The Operations / Advisory Board is composed of two (2) members each from Sumner and Puyallup and one (1) member from each additional contract jurisdiction including Pacific. The purpose of this board is to review and resolve service issues, recommend policies governing operations of the animal control program, provide input on future animal control services. The board will meet quarterly, however may meet more regularly if necessary. No less than fifteen (15) days notice shall be given to all members prior to any meeting.

Section 4. Finance

Sumner shall maintain a special fund, known as the Operating Fund of Metro Animal Services Joint Board, into which revenues received from the parties of this Agreement shall be deposited. This fund shall be part of the Sumner's budget process and administered and managed by Sumner staff in accordance with City budget process, regulations and guidelines. Expenditures from this fund shall be made only for animal shelter and animal control activities, including the actual administrative costs and overhead of the City incurred pursuant to its obligations set forth herein and consistent with the authority granted by the Sumner City Council.

- A. **Funding model:** The cost of services is based on actual expenditures, including reserve fund savings. The total cost of services is evenly converted to a total per capita amount for each contract city. Each year the Operations / Advisory Board set the base per capita rate. The base per capita rate is less than the total per capita amount and serves as the operating cash for the program. The difference between the total per capita amount and the base per capita amount is called non shelter revenue. It is each city's responsibility to pay its allotted non shelter revenue through licensing, or city contribution.

In the event that more non shelter revenue was collected during a fiscal year than what was budgeted, the additional amount shall be deposited into the Operating Fund of Metro. The excess revenue will be deducted from the following year's total per capita amount.

In the event of a non shelter revenue shortfall Pacific will be billed the

remaining balance of its allotted non shelter revenue amount during the first quarter of the following year.

Appendix A shows the funding model in diagram form.

Pacific is also responsible for the remainder (\$.50) of the \$1.00 per capita assessment to join Metro from their 2010 Interlocal Agreement.

- B. **Per capita fees:** Per capita fees are based on population estimates provided every April by the Office of Financial Management (OFM). The fee shall be payable in equal monthly installments on or before the tenth day of each month.
1. The current total per capita fees and base per capita fees established by the Operations / Advisory Board are listed in Appendix B.
 2. Per capita fees for subsequent budget cycles will be set by the Operations / Advisory Board during the third quarter of the last year of the budget cycle. Participating cities will be notified in writing of the upcoming budget cycle's fees by August 1st of the last year of the budget cycle.
- C. **Shelter fees:** Pursuant to the Metro Interlocal, Sumner shall retain all impound, boarding, adoption, spay/neuter deposits, surrender, trap rentals, and euthanasia and any other fees collected in regards to shelter operations. Shelter fees will be set by the Operations / Advisory Board based on actual cost of services.
1. The current shelter fees established by the Operations / Advisory Board are listed in Appendix C.
 2. Adjustments to the shelter fees will be communicated with Pacific in writing at least 60 days prior to the fee changing.

Section 5. Access to Records

Duly authorized representatives of the City of Pacific shall have the right to inspect the records of the Metro Animal Services and the books of the accounts and records relating to animal control services and the Metro Animal Services fund of the City of Sumner at any reasonable time.

Section 6. Annexations

Should Pacific annex an area into its City:

Pacific shall communicate in writing, population and geographic area estimates to Metro at least 210 days prior to annexation.

The Operations / Advisory Board will evaluate the annexation area to insure

shelter capacity, and demand for calls for service.

Pacific shall assist Metro with obtaining pet licensing data in a pre-agreed upon electronic format from the previous agency responsible for licensing.

Per capita fees shall be based as listed in Section 4B, however the population estimate provided by Pacific will be added and used to calculate per capita fees from the time annexation occurs.

Section 7. Termination

This Agreement may be terminated, without cause and for convenience, by any individual party to this Agreement by serving written notice of termination upon the other parties hereto one-hundred eighty (180) days prior to the anticipated date of termination.

Section 8. Mediation/Arbitration Dispute Resolution

- A. In the event either party should have a dispute relative to any of the terms and conditions of this agreement, or enforcement thereof, the parties agree to attempt to resolve such conflict first by negotiation through the Operations / Advisory Board. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussion, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
- B. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof may be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- C. In the event such effort is not successful, both parties may resolve such dispute through the use of a mediator or arbitrator selected based on mutual agreement of both parties and the decision of the arbitrator shall be binding on both parties. The expense of such mediation or arbitration will be shared between both parties.
- D. Any claim, cause of action or dispute relating to or arising under this Agreement shall be governed by applicable periods and statutes of limitation as established by Washington law.

Section 9. Duration

This Agreement shall be effective upon execution by each party and shall remain in full force and effect until / unless a party notifies the other parties in writing of its intent to terminate as provided in Section 7.

Section 10. Modification

This Agreement may be modified by further written agreement upon mutual acceptance by all parties.

Section 11. Insurance

For the duration of this Agreement, all parties shall maintain insurance coverage through membership in the Washington Cities Insurance Authority, Cities Insurance Association of Washington, or Association of Washington Cities.

Section 12. Hold Harmless

Sumner, Puyallup, and Pacific shall each defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, contractors, volunteers or representatives. The indemnity provided herein shall include a waiver of the indemnifying party's immunity under Title 51 RCW to the extent necessary to fully indemnify the other party or parties. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

Section 13. Applicable Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington subject to Section 8.

Section 14. Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, conditions or application; to this end the terms and conditions of this contract are declared severable.

Section 15. Repealer and Ratification

All prior Interlocal agreements entered into between the parties related to the subject matter of this Agreement are repealed as of the effective date of this Interlocal Agreement.

Section 16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 17. Notices

Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the City of Sumner:
City Administrator
1104 Maple St
Sumner, WA 98930

To the City of Puyallup:
City Manager
333 S. Meridian
Puyallup, WA 98371

To the City of Pacific:
Mayor
100 3rd Ave SE
Pacific, WA 98047

Section 18. Recording/Posting


Within ten (10) days of full execution of this Agreement, a copy thereof shall be recorded by Sumner at the appropriate county office or posted by subject on Sumner's website in accordance with RCW 39.34.040.

Section 19. Entire Agreement

This Agreement constitutes the entire agreement between the parties as to Pacific becoming a Contract Jurisdiction for purposes of receiving services provided by Metro Animal Services and supersedes any prior agreements or understandings as to the same. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.


Dated this 31st day of December 2010.

CITY OF PACIFIC



Rich Hildreth, Mayor

CITY OF SUMNER




David L. Enslow, Mayor



Diane Supler, City Administrator

ATTEST:


Jane Montgomery, City Clerk

APPROVED AS TO FORM:


Al Abuan, City Attorney

ATTEST:


Terri Berry, City Clerk

APPROVED AS TO FORM:


Brett C. Vinson, City Attorney

CITY OF PUYALLUP



Kathy Turner, Mayor


Ralph W. Dannenberg, City Manager

ATTEST:


Barbara Price, City Clerk

APPROVED AS TO FORM:


Cheryl Carlson, City Attorney

Approved by Puyallup City Council on 12/07/2010