

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL & SHELTER SERVICES BETWEEN THE CITY OF COLLEGE PLACE, AND THE BLUE MOUNTAIN HUMANE SOCIETY

(Effective: April 1st, 2017)

This Agreement, made and entered into by and between the **Blue Mountain Humane Society**, a 501(c)3 non-profit State of Washington corporation, having offices for the transaction of business at 7 E. George Street, Walla Walla, Washington, 99362, hereinafter referred to as “**SOCIETY**,” and the **City of College Place**, a municipal corporation of the State of Washington, having offices for the transaction of business at 625 S. College Avenue, College Place, Washington, 99362, hereinafter referred to as “**CITY**,” jointly hereinafter referred to as the “**PARTIES**.”

WITNESSETH

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes cities to contract with other agencies to perform certain functions which each may legally perform; and

WHEREAS, the City of College Place may enact ordinances dealing with animal control within its boundaries; and

WHEREAS, the Blue Mountain Humane Society has established an Animal Control function staffed by the Executive Director and an Animal Control Officer; and

WHEREAS, the Blue Mountain Humane Society operates and maintains an animal shelter; and

WHEREAS, the City of College Place desires to employ the services of the Blue Mountain Humane Society to perform certain animal control functions within the boundaries of the City of College Place.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter the **PARTIES** do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of the Agreement is to reduce to writing the **PARTIES** understanding as to the terms and conditions under which the **SOCIETY**, through its Animal Control program will provide “Animal Control Services” to the **CITY** within its boundaries. It is the intent of the **PARTIES** that Animal Control Services to be provided by the **SOCIETY** will be consistent with the **CITY**’s

Mayor/Council form of government provided for in chapter 35A.12 RCW and within the statutory responsibilities of a City Animal Control Officer.

For the purpose of this Agreement, Animal Control Services shall encompass the duties and functions outlined below including:

1. Enforcement of CITY's Animal Control Ordinance consisting of the following:
 - a. CPMC 6.04 – Definitions
 - b. CPMC 6.06 – Care and Control Generally
 - c. CPMC 6.12 – Dog Licenses
 - d. CPMC 6.16 – Rabies Control
 - e. CPMC 6.20 – Impoundment
 - f. CPMC 6.32 – Dangerous Dog and Potentially Dangerous Dog
 - g. CPMC 6.36 – Animal Cruelty
 - h. CPMC 6.40 – Exotic Animals
 - i. CPMC 6.42 – Domestic Chickens and Rabbits
 - j. CPMC 6.44 - Livestock
2. Enforcement of chapter 16.08 RCW (Dogs)
3. Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals);
4. Enforcement of chapter 16.54 RCW (Abandoned Animals)

The SOCIETY shall be responsible for support of enforcement of animal regulatory ordinances outlined above, but said responsibilities shall not include enforcement of zoning codes that pertain to animals. The SOCIETY shall staff one employee (Animal Control Officer) at 8 hours per week to provide said enforcement. The SOCIETY shall not be responsible for calls involving feral cat issues except for the investigating cases of cruelty or neglect hereof.

It should be understood that situations will require will require either Immediate (as soon as possible), Urgent (within 48 hours of notification), or Preventative action by the SOCIETY.

Those situations which will receive **Immediate** action include:

- (a.) Apprehension and impoundment of stray dogs and cats which represents an immediate danger to traffic, livestock, or citizens.
- (b.) Pick up and transportation of injured domestic animals.

The SOCIETY will make every effort to provide immediate response, but does not guarantee availability of qualified personnel 24 hours per day, 365 days per year.

Those situations which will receive **Urgent** action include:

(a.) Apprehension and impoundment of dogs and cats that are a chronic public nuisance, either by CITY request, or during intermittent patrols of areas within the control zones where dogs or cats at large are the source of chronic complaints. This shall include noise control.

(b.) Issue citations for the violation of animal regulatory ordinances and testify in court when so required.

Additional activities to be performed by the SOCIETY are considered **Preventative**:

(a.) Provide dog licenses to CITY residents who apply for same at the rate specified by CITY ordinance. Require dog licenses for impounded strays as a condition of reclaim. The SOCIETY may engage in other programs to encourage the purchase of licenses by dog owners. Purchase of a supply of tags is the responsibility of the SOCIETY.

(b.) Intermittent patrol of the areas within the control zones where dogs and cats at large are a source of chronic complaints.

The SOCIETY, at its discretion may conduct surveys within CITY for unlicensed dogs.

The SOCIETY will provide for the disposal of deceased animals coming under terms of this contract.

The SOCIETY will provide animal shelter services for the CITY.

The CITY shall adopt and keep current by appropriate legislative actions its animal control ordinance.

The CITY shall provide legal counsel to prosecute any citations/complaints issued by SOCIETY in enforcement of 1 through 4 hereinabove in the Municipal or Superior Court.

In performing the above services, the SOCIETY will provide such personnel, as it deems necessary as well as any and all vehicles and materials of any kind or nature whatsoever at no cost to the CITY.

Standards of performance, discipline of employees, and other matters incidental to providing such Animal Control Services to include control/supervision of personnel shall remain in the SOCIETY. All persons employed in the performance of Animal Control Services shall be SOCIETY employees. SOCIETY Executive Director agrees to meet and confer with the CITY with respect to staff assigned to provide Animal Control Services. Issues of discipline or

performance will be specifically left to the SOCIETY. SOCIETY shall designate those persons it desires to be commissioned by CITY's Chief of Police to issue notices of infraction and criminal citations contemplated by this Agreement. The SOCIETY will provide the CITY's Chief of Police with appropriate information to demonstrate the qualifications of the designated person to act under commission of CITY's Chief of Police. Nothing herein contained shall make any employee of the SOCIETY an employee of the CITY.

The SOCIETY Executive Director or his/her designee agrees to attend staff meetings as requested by the CITY Mayor.

CITY shall supply at its own cost and expense any special supplies or stationary which it requests SOCIETY use in providing Animal Control Services.

The SOCIETY shall have responsibility for seeking basic stabilization and pain relief provided by veterinarian services for ill or injured animals, until or unless an owner for said animals is identified. These services are to be available at all hours when needed. When no owner is available to authorize such care, initial stabilization and pain relief will be provided up to \$200 per animal. If the animal can be transported safely to the shelter, that will occur as soon as possible after initial treatment. The CITY will be responsible for, and billed for, the cost of initial treatment on the first day only if no owner is located, up to \$200 per animal with maximum annual amount of \$2,000. The SOCIETY will be responsible for authorizing and paying for veterinary charges after initial treatment.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on April 1st, 2017 and shall automatically renew at the anniversary date unless one of the PARTIES provides notice of termination as provided in Section Nos. 4 and 9 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

CITY shall pay SOCIETY the actual costs for Animal Control Services provided under this Agreement. The cost for Animal Control Services under this Agreement for the remainder of FY 2017 would be **\$1,386.67** per month. The cost is allowed to increase with notice in December of 2017 and 2018 to a maximum of the average inflation percentage indicated by US All Cities CPI-W Aug-Aug Index with a ceiling of 3%. The CITY must be notified by the SOCIETY of increase for the following fiscal year by **October 1st**.

SOCIETY shall retain any and all dog license fees collected under this Agreement whether collected by CITY or SOCIETY or veterinary clinic partner agreements with SOCIETY.

CITY will pay for services as outlined, monthly, during the first week of the month. Payments by CITY will be due by the 5th day of the following month. At the sole option of SOCIETY, a penalty may be assessed on any late payment by CITY based on lost interest earning had the payment been timely paid.

SECTION NO. 4: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the PARTIES at the address set forth below for such Party, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party:

SOCIETY: Blue Mountain Humane Society
Executive Director (or his/her authorized representative)
7 E. George Street
Walla Walla, WA, 99362

CITY: City of College Place, Washington
Mayor (or his/her authorized representative)
625 S. College Avenue
College Place, WA, 99362

SECTION NO. 5: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 6: ASSIGNMENT

No Party may assign in whole in part its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 7: LIABILITY, INSURANCE, & BOND

(a) The SOCIETY shall indemnify and hold harmless 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 any reason of or arising out of any negligent act or omission of SOCIETY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such

claim, action, loss, or damages is brought against CITY, SOCIETY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against The CITY and SOCIETY and their respective officer, agents, and employees, SOCIETY shall satisfy the same.

(b) The CITY shall indemnify and hold harmless SOCIETY 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 whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claims, action, loss, or damages is brought against SOCIETY, CITY shall defend the same at its sole cost and expense; provided that SOCIETY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against SOCIETY, and its officers, agents, and employees, or any of them, or jointly against SOCIETY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

The SOCIETY shall purchase and maintain commercial general liability insurance in an amount of not less than \$1 million per occurrence and \$1 million general aggregate. The commercial general liability insurance shall name the City an additional insured. The SOCIETY shall also purchase and maintain all risk property insurance on the facilities and contents associated with providing the services under this contract. The SOCIETY shall furnish the City insurance certificates evidencing the insurance required herein. The insurance certificates shall provide a thirty (30) day advance written notice of any material change or cancellation of said policy or policies.

SECTION NO. 8: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant, or representative of SOCIETY shall be deemed to be an employee, agent, servant, or representative of CITY for any purpose. Likewise, no agent, employee, servant, or CITY representative shall be deemed to be an employee, agent, servant, or representative of SOCIETY for any purpose.

SECTION NO. 9: MODIFICATION/TERMINATION

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may terminate this Agreement for any reason whatsoever upon a minimum of 60 days written notice to the other PARTIES.

Upon termination, CITY shall be obligated to pay for only those Animal Control Services rendered prior to the date of termination based upon a pro rata division of those costs set forth in Section No. 3 hereinabove to the date of termination.

Upon termination, at CITY's option, SOCIETY shall continue to provide Animal Control Services to completion for those criminal/infracton cases filed prior to the effective date of termination.

SECTION NO. 10: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by SOCIETY in providing Animal Control Services shall remain with the SOCIETY unless specifically and mutually agreed by the PARTIES to the contrary.

SECTION NO. 11: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES. This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 12: DISPUTE RESOLUTION

Any dispute among the PARTIES with respect to the methodologies used to calculate the costs of Animal Control Services under the terms of this Agreement that cannot be resolved between the PARTIES shall be subject to arbitration.

The SOCIETY and CITY shall each have the right to designate a person to act as an arbitrator. The two (2) selected arbitrators shall then, jointly select a third arbitrator. The decision of the arbitration panel shall be binding on SOCIETY and CITY.

The costs of the arbitration panel shall be jointly split between SOCIETY and CITY.

The decision of the arbitration panel shall be binding and not subject to judicial review.

SECTION NO. 13: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in court of competent jurisdiction within Walla Walla County, Washington.

SECTION NO. 14: SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms, or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term, or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term, or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 15: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

SECTION NO. 16: DESIGNATION OF ADMINISTRATOR

SOCIETY appoints the SOCIETY Executive Director or his/her designee as its agent for the purposes of administering the terms of this Agreement. CITY appoints the CITY administrator or his/her designee as its agent for the purposes of administering the terms of this agreement. The SOCIETY will immediately notify the CITY Mayor, City Administrator, or designees of any Animal Control emergency within the CITY.

SECTION NO. 17: REPRESENTATION ON BLUE MOUNTAIN HUMANE SOCIETY BOARD OF DIRECTORS

The SOCIETY shall provide for one non-voting ex-officio position, which may be a CITY Council or CITY staff member appointed by the Mayor, to serve as a representative on the SOCIETY Board of Directors.

SECTION NO. 18: RECORDS & ACCOUNTING

All public records prepared, owned, used, or retained by SOCIETY in conjunction with providing Animal Control Services under the terms of this Agreement shall be deemed CITY property and shall be made available to CITY upon request by CITY Mayor or Administrator.

The SOCIETY shall submit a report to the City Administrator within 30 days following the end of the calendar year an activity report which shall include but is not limited to: the total of each type of animal received from within the city limits; the number of each type of animal that is euthanized, reclaimed, adopted, or transferred to another agency. The “types” of animal to be counted are: dogs, cats, and others.

The SOCIETY shall maintain records and accounts of all dog licenses issued, providing unlimited, perpetual electronic access to licensing records to CITY employees and to the dispatch used by CITY for the purposes of identifying dog owners and returning dogs safely and promptly to their homes as appropriate.

The SOCIETY shall maintain records and accounts in accordance with generally accepted accounting principles for receipt keeping, and expenditure of amounts received under this contract. The SOCIETY shall provide a complete accounting of the use of amounts paid or collected under this contract upon request by the CITY or the State Auditor’s Office. Such complete accounting shall be provided within thirty (30) days after it is requested, and the SOCIETY agrees to make its records and accounts available for inspection by the CITY or the State Auditor’s Office with appropriate notice.

SECTION NO. 19: RESTRICTION UPON USE OF FUNDS

Any and all amounts paid or collected under this contract may be used solely to provide the contracted services. The SOCIETY agrees to refund to the CITY any amounts used for other purposes. Any amount used for a purpose other than the purpose for which it was intended by the CITY shall constitute a lien in favor of the CITY against amounts remaining to be paid under this contract and may be deducted therefrom by the CITY at its sole option without prejudice to any other available remedies.

SECTION NO. 20: DISCRIMINATION

The SOCIETY agrees to comply with all applicable Federal and State laws and regulations pertaining to equal opportunity employment and accommodation of persons with disabilities.

SECTION NO. 21: FORCE MAJEURE

Neither PARTIES shall have any liability under this contract for any failure to perform any obligation arising under said contract if such default is caused by war, civil disturbance, fire, flood, storm, earthquake, or other acts beyond such PARTIES reasonable control.

SECTION NO. 22: SUPERCEDE

This Agreement supersedes all previous agreements executed between the PARTIES with respect to animal control services.

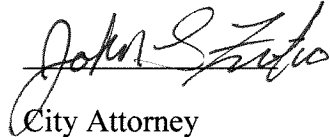
IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year written above.

CITY OF COLLEGE PLACE, WASHINGTON



Mayor

APPROVED AS TO FORM:



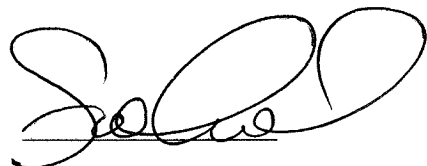
City Attorney

ATTEST:



City Clerk

BLUE MOUNTAIN HUMANE SOCIETY



Executive Director