

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE
CITY OF EDGEWOOD FOR ANIMAL CONTROL SERVICES.**

This Agreement is made and entered into on this _____ day of _____ 2005, between the City of Sumner and the City of Edgewood, both municipal corporations of the State of Washington, located in Pierce County, Washington, with respect to the following facts:

WHEREAS, both parties have the power, authority and responsibility to provide animal control services within their respective boundaries; and

WHEREAS, The City of Edgewood desires to contract for animal control services with the City of Sumner; and

WHEREAS, the City of Sumner has an established animal control program, shelter, trained staff, supervision and related equipment and tools; and

WHEREAS, The City of Sumner has the ability and staffing to provide animal control services to the City of Edgewood with minimal technical modifications; and

WHEREAS, Sumner and Edgewood 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; and

WHEREAS, through this Agreement, Sumner and Edgewood can make more efficient use of technical and human resources to both cities; and

WHEREAS, both parties desire to enter into an agreement for the purpose of utilizing Sumner's capabilities to provide Edgewood 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:

1. **Provision of Animal Control Services**. Commencing at 12:00 a.m. on Sunday, January 1, 2006, and thereafter during the term of this Agreement, Sumner shall provide animal control services (referenced as "Services") for the City of Edgewood, included in the services, Sumner agrees and promises:
 - A. to furnish and maintain a suitable shelter for the handling of stray, impounded and unwanted domestic animals turned over to the Sumner animal control officer by Edgewood. Such facility shall include cat kennels, dog kennels, as well as disposal of sick and injured domestic animals. Impounded animals awaiting disposition will be held for up to 15 days; and
 - B. to keep the shelter staffed and open for the purpose of receiving domestic animals and allowing such animals to be redeemed during regular business hours as set forth by the City of Sumner, which shall not be less than 20 hours per week, with an emergency service seven days a week; and

- C. to maintain telephone service for the purposes of receiving complaints and requests for service, including 24 hour, 7 days a week message capability; and
- D. to enforce State laws pertaining to the control and licensing of animals and facilities regulated under the Municipal Code of Edgewood and to investigate alleged complaints, and testify and provide expert witnesses in subsequent trials. Provided further that should the legislative body of the City of Edgewood request additional services to be provided by the City of Sumner, such services shall be duly compensated by the City of Edgewood to the City of Sumner by mutual agreement in writing; and
- E. to maintain a fleet of vehicles, to be used for the enforcement of the laws of the State of Washington, and the ordinances of the City of Edgewood as they pertain to animals; and
- F. to employ regular, full time field staff, who shall enforce state laws prohibiting cruelty to animals and the City of Edgewood ordinances pertaining to the control and licensing of animals and facilities regulated by the Edgewood Municipal Code by investigating complaints, impounding domestic animals, securing evidence and preparing written reports of suspected violations, and furnishing, on request, such reports to the appropriate City of Edgewood officials. The City of Sumner shall provide the necessary staff hours toward fulfilling the obligations of this agreement. If the level of service falls below or exceeds the agreed upon response and service, the City of Edgewood and the City of Sumner will work together to mutually agree on the level of service and response for subsequent years, if any, beginning with the year 2007. The officers employed and all other persons under this agreement shall be employees of the City of Sumner, but not of the City of Edgewood; and
- G. to inspect commercial kennels or catteries and collect kennel license fees and issue certificates of licensing for new kennel operations, to maintain complete records of fees collected, animals received, animals disposed of, complaints, and investigations conducted available to the City of Edgewood for inspection at reasonable times, and to furnish reports of the City of Sumner's activities to the City of Edgewood, and to provide, within reason, such other data as the City of Edgewood requests; and
- H. to furnish equipment and supplies used in performance of the City of Sumner's obligation arising from this Agreement, except equipment and supplies which the City of Edgewood expressly promises to furnish; and
- I. to issue dog and cat licenses and collect the appropriate license fees throughout Edgewood to include canvassing of Edgewood by Metro Animal Control.

2. Payment for Services. The City of Edgewood agrees to and promises:

- A. to permit the City of Sumner to retain all impounding and board fees, late penalty fees, and all licensing fees collected by the City of Sumner required under the Edgewood Municipal Code. However, the City of Edgewood will offer pet licenses at the Edgewood City Hall as a convenience to Edgewood citizens and will retain 10% of each license sold at the Edgewood City Hall as an administrative fee, contingent upon a true and accurate accounting by the City of Edgewood of the fees collected; and
- B. to pay to the City of Sumner for the aforementioned services the sum of \$2.75 per capita, based on population estimates provided annually by the office of Financial Management (OFM). For a period commencing January 1, 2006 and ending December 31, 2006, based on an April 1st 2005 population of 9,460 the fee shall be \$26,015.00 payable in equal monthly installments of \$2,167.91 on or before the tenth day of each month; and

- C. to encourage Edgewood residents to purchase pet licenses through mailings, newsletters or other means available to the City of Edgewood.
3. **Termination.** This Agreement may be terminated, without cause and for convenience, by either party by serving written notice of termination upon the other party hereto one-hundred twenty (120) days prior to the anticipated date of termination.
 4. **Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, 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. 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 shall 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.
 5. **Entire Agreement.** This agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.
 6. **Compliance.** Failure to comply with any of the provisions stated herein shall constitute a material breach of this Agreement and cause for termination. Forgiveness of non-performance of any provision of this Agreement does not constitute a waiver of the relevant provision nor of any other provision of this Agreement.
 7. **Modification.** No change, alteration, modification or addition to this Agreement will be effective unless it is in writing and properly signed by the parties hereto.
 8. **Insurance Requirements.** For the duration of this Agreement, Sumner and Edgewood shall maintain insurance coverage through membership in the Washington Cities Insurance Authority.
 9. **Joint Indemnification and Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives, 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, volunteers or representatives.
 10. **Notices.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the City of Sumner:
Mayor
1104 Maple Street
Sumner, WA 98390

To the City of Edgewood:
City Manager
2221 Meridian Avenue East
Edgewood, WA 98371

11. **Filing.** This Agreement shall be filed with the City Clerks of each party and the Pierce County Auditor.
12. **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.
13. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
14. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.
15. **Time of Essence.** Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.
16. **Concurrent Originals.** This Agreement may be signed in counterpart originals.
17. **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF SUMNER

CITY OF EDGEWOOD

By Barbara Skinner
Its Mayor

By Henry J. Lawrence Jr.
Its City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Pat Bosmans, Sumner City Attorney

Wayne Tanaka, Edgewood City Attorney