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**STAFF REPORT NO. 248-01**

**TO:** Mayor and City Council  
**FROM:** Pat McDonnell City Manager

**DATE:** 12/17/01

**Subject:** Interlocal Agreement for Animal Control Services.

**Objective:** To approve an interlocal agreement with Clark County ("County") for animal control services.

**Present Situation:** The City has contracted with the County for animal control services for the past several years through an interlocal agreement. Those services include designation of the County's Animal Control Department as the City's Animal Control Agent and Chief Animal Licensing Agent pursuant to Chapter 8.24 V.M.C. Through October 2001 the County had responded to 4,490 service requests in the City - an increase of 5.6% over the same period in 2000. A total of 9,287 pet licenses were issued through October 2001 representing a 5.6% increase over 2000. Other contracted services include patrol, facility licensing and inspection, collection and enforcement of civil penalties, field services, and public information/education.

The current interlocal agreement expired on December 31, 2000. Since that time City and County staff have been working on a new contract. During 2001 the City paid the County based on the prior contract, paying \$24,083 per month or approximately \$289,000 per year.

**Proposal:** To approve an interlocal agreement for animal control services with the Clark County Animal Control Department. The proposed contract retains the existing language regarding the services to be performed. Proposed changes focus on the contract amount and contract renewal. The formula used to determine the contract amount has been revised to allocate costs between the City and the County based on workload and activity (see Appendix A). Payments will continue to be made based on budgeted costs but a new provision allows for adjustments based on actual costs. The monthly contract amount for 2001-2002 is \$23,517.79 or approximately \$282,000 per year. The new contract also provides for automatic renewal. The contract amount will be updated at least based on the methodology outlined in Appendix A and monthly and annual reports will provide accountability for the services provided. The estimated expenses associated with this contract are included in the adopted 2001-2002 Biennial Budget for the General Fund. The effective date of the contract will be January 1, 2001. City staff believe that the services provided by Clark County represent a good value for the City.

**Advantages:**

- 1. Provides for animal control services in accordance with City ordinances.
- 2. Continues a successful interlocal agreement at a lower cost to the City than in prior years.

**Disadvantages:** Animal control services will cost an estimated \$282,000 in 2002.

**Action Requested:** Authorize the City Manager to sign an interlocal agreement between the City of Vancouver and Clark County for animal control services.

Attachments: Interlocal Agreement

C1121101/PM:PL:MW

418-1.4

11/07/01

# 3426869 Auditors  
Recording

AN 02-24

## INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

This is an Agreement between the City of Vancouver (hereinafter the "City") and Clark County (hereinafter the "County"), by which the County agrees to provide, through its Animal Control Department, certain animal control services to the City for an agreed upon consideration.

**WHEREAS**, the City and County are public agencies for purposes of R.C.W. 39.34.020, and may contract with each other for services under R.C.W. 39.34.090, now, therefore, as recommended in SR 248-01 ;

### THE PARTIES AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT.**

This Agreement shall be deemed effective January 1, 2001.

2. **DESIGNATION OF ANIMAL CONTROL AGENT AND CHIEF LICENSING AGENT.**

Clark County is hereby designated, pursuant to Chapter 8.24 V.M.C., as appointed agent of the City of Vancouver to enforce all ordinances of the City relating to animal control and to act as the City's chief agent for licensing animals and facilities pursuant to City ordinances. Such service shall be primarily performed by the Clark County Animal Protection and Control Division. The County shall follow the provisions of the applicable codes, as they may be amended, and all applicable state and federal laws and regulation in the provision of such animal control services and in provisions of all other services set forth herein.

3. **SERVICES-GENERAL.**

As part of its duties as the designated Animal Control Agent and Chief Licensing Agent of the City, the County shall provide the following general administrative and support services:

a. Administration.

The County shall employ, train, and supervise all necessary personnel to perform the services required by this contract.

b. Office Location/Hours/Availability.

The County shall maintain an Animal Protection and Control Office convenient to City residents. Such office shall be open to the public from 8:30 a.m. to 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, except for legal holidays. The County shall provide a recorded telephone message service for the public from 4:30 p.m. through 8:30 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday and for 24 hours per day on Saturday, Sunday and all holidays. The County shall provide on-call emergency service 24 hours per day, seven days per week, throughout the term of this contract.

c. Interagency Cooperation.

The County shall cooperate with other agencies in delivering animal services to the City. It is recognized that other agencies, such as the Washington State Department of Wildlife, Washington State Department of Agriculture, the Southwest Washington Humane Society and S.P.C.A., the Southwest Washington Health District, and the Vancouver Police Department, also have animal control and welfare

responsibilities and interests. The animal control department shall be cognizant of such overlapping jurisdiction, shall avoid duplication of services, and where appropriate, shall provide for coordination, referral and assistance to and among such agencies.

d. Employee Training and Policies and Procedure.

The County shall train its employees concerning all applicable state and City ordinances concerning animal control as well as in regard to the rules of evidence, rules concerning search and seizure, and in techniques for dealing competently, courteously, and firmly with the general public and with the animals in the County's control. ~~The County further shall complete and keep current written policy, procedures, and training information to demonstrate the procedures for training those~~ employees. An up-to-date copy of each policy, or procedural change shall be submitted for review to the City Manager by such date as is mutually agreeable to the parties. Thereafter an information copy of any changes to the manuals shall be forwarded to the City Manager not less than ten working days prior to implementation of the changes. The City shall review and notify the County of deficiencies in either training or policies discovered by the City.

e. Facilities/Equipment/Inventory.

The County shall provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein.

The County shall maintain all field equipment necessary for its animal control functions in good repair and maintain all current licenses and registrations required by

state law. Such equipment shall be available for inspection by the City during the term of this Agreement.

f. Uniform.

The County shall outfit its field personnel in neat, standardized uniforms which clearly identify such personnel and the Clark County Animal Protection and Control Division. The City reserves the right to approve these identifying uniforms.

g. Weapons.

The County employees or agents who perform field services required by this contract shall not carry upon their persons or in their vehicles, any firearms, sticks, or other weapons, utensils, not commonly used in animal control operation. Tranquilizing instruments or other instruments which render animals temporarily incapacitated may be carried if required for specific cases and if used by County personnel who are properly certified and approved by the appropriate drug enforcement or other appropriate licensing body.

4. **SERVICES - LICENSING.**

The County shall administer all licensing, registration, and facilities licensing responsibilities of Chapter 8.24 V.M.C. and as it may be amended. Such duties or activities shall include but are not limited to the following:

a. Agents for Licensing.

The County may contract with responsible persons or agencies to sell City animal licenses and pet registrations. At minimum, the County shall contract with the

Southwest Washington Humane Society and SPCA to act as a licensing agent at the Society's shelter.

b. Licensing Promotion.

The County shall, through advertising, canvassing, and direct mail, actively promote the licensing and registration of animals and facilities pursuant to City ordinance. The County shall seek City Manager or his designee's review of any licensing or registration campaign not less than thirty (30) days prior to its implementation.

5. **SERVICES - ENFORCEMENT PUBLIC SERVICE.**

The County shall provide animal control ordinance enforcement; public emergency service will also be provided within the City on a full-time, twenty-four (24) hour per day, seven (7) day per week basis. Such services shall include, but shall not be limited to, the following:

a. Patrol.

The County shall provide patrol and enforcement service in the City equivalent to one full-time Animal Control Officer, on-duty hours to be flexible as to meet peak demand. In recognition of the fact that effective Animal Control services must respond to peak daily and seasonable demands, and that holiday service will be on an emergency response basis, the hours and days of such service and the geographical distribution and animal control service coverage shall be flexible and shall be subject to the periodic review of the City Manager. The City Manager or his designee may, after consultation with the County Animal Protection and Control Manager, require

the County to modify its hours and geographical location of patrol services so as to meet demand for services within the City.

b. Facility Licensing/Inspections.

The County shall actively enforce the facility licensing requirements of Chapter 8.24, V.M.C. and shall annually inspect all such facilities within the City of Vancouver. The County shall further coordinate with City staff, including but not limited to business licensing staff, the zoning administrator, and the building division staff to ensure that facilities seeking new or renewal licenses pursuant to Chapter 8.24, V.M.C. are reviewed for compliance with all other pertinent provisions of the Vancouver Municipal Code.

c. Collect/Enforcement of Civil Penalties.

The County shall provide all necessary administrative support necessary to process and enforce Notices of Civil Violation and to pursue collection of the penalties set therefore by Ch. 8.24, V.M.C. The County shall develop written guidelines for such enforcement and collection procedures which have been approved by the City Manager, or his or her designee prior to their implementation.

Support shall not include the services of the Prosecuting Attorney or its deputies. Enforcement will not include the initiation of or response to actions filed in District or Superior Court.

d. Public Information/Education.

The County shall respond to individual citizen requests for information concerning animal control and animal welfare and shall make its staff available for

public speaking events at community meetings, organizations, public hearings, schools, and to the media. The County shall further provide visual aids in the form of brochures, handouts, and other appropriate materials. The County shall coordinate with the City Manager, or his designee, prior to distribution of any written materials bearing the City logo or the City name.

e. Litigation and Civil Hearing Support.

County staff shall appear in Court in connection with any criminal enforcement or civil hearing, and for all other hearings on animal control matters, upon notification thereof by the City. Subpoenas shall not be necessary to ensure such appearance of County staff. County staff shall also bring with them to the court and/or other hearings all necessary records and documents without the requirement of a Subpoena Duces Tecum.

County staff shall further provide all necessary administrative support for animal control ordinance appeals before the City's designated animal control hearing examiner. Such support shall include, but is not limited to, scheduling of hearings, payment of the City's designated animal control hearing examiner, maintaining records of hearing proceedings and decisions, and provision of adequate hearing facilities.

f. Designated Shelter.

County staff shall fully cooperate with the personnel of the designated animal shelter for the City of Vancouver, namely that operated by the Southwest Washington Humane Society and SPCA at 2121 St. Francis Lane, Vancouver, Washington.

County staff shall deliver all City animals for impoundment or disposal to said shelter, unless otherwise directed by the City, or other agency having jurisdiction over, or interest in the animals.

County staff shall also cooperate with the City to oversee the joint Agreement between the Humane Society, City, and County for animal shelter services.

g. Field Services.

The field services provided by the County under this contract shall include but are not limited to the following:

- (1) Handling of dead, confined, stray, at large, nuisance, sick, injured, or vicious animals;
- (2) Investigation and enforcement of any cruelty, abandonment, or protective custody cases in the City;
- (3) Provision of veterinary care on an emergency basis for licensed animals;
- (4) Handling of neighborhood disputes involving animal complaints; and
- (5) Bagging and disposal of dead animals found within the City of Vancouver.

h. Road Kills.

In addition to the handling of dead animals described under "Field Services" above, County staff shall, as soon as practicable, pick-up and deliver to the designated animal shelter for disposal, all dead animals found except game animals, and livestock identified pursuant to RCW 16.24, upon public roadways, streets, and public property within the City, provided the City may agree to permit other appropriate disposal thereof. Dead animal pick-up and disposal shall be conducted subject to the

procedures prescribed by the Southwest Washington Health District regarding rabies and biting animals.

I. Rabies Control.

The County shall act as agent of the City and of Southwest Washington Health District in relation to animal bites and rabies testing within the City of Vancouver. Such activities shall include but are not limited to investigation of all reported bites, quarantine of biting animals pursuant to Health District guidelines; and performing such duties as are necessary on a live biting animal or its carcass, necessary to prepare and deliver it for rabies testing. The County shall further:

- (1) Require that all licensed dogs and cats in the City are currently vaccinated against the disease of rabies.
- (2) Notify the Health District of any unsanitary conditions and health hazards observed while in the field.

**CONSIDERATION.**

In consideration for the County's performance of the duties listed herein, the City will pay the County an amount based on the County's budgeted expenses and the City's share of activity related to those expenses less the City's share of revenues collected by the County. An illustration of the methodology to be used to determine the City's costs is included in Appendix A. The City will make payments to the County monthly based on the agreed upon amount.

The County shall be entitled to retain fees generated pursuant to VMC 8.24.020 Mandatory licensing of dogs and cats, VMC 8.24.021 Mandatory registration of pot-bellied

pigs, VMC 8.24.160 Wild animals-Licensing, VMC 8.24.400 Kennel, grooming parlor and pet shop licenses-Requirement, and civil penalties pursuant to VMC 8.24.250 Notices of civil violation-Order to abate. Retained fees and penalties shall be subject to refund pursuant to the provisions of VMC 8.24.270 Hearings officer -Powers and duties, and VMC 8.24.280 Appeal Procedure. The City's payment to the County will be reduced by the amount of revenues collected by the County using the methodology illustrated in Appendix A.

The City and County will meet each year, no later than October 1, to determine the appropriate amount of consideration. The County shall provide to the City a line-item presentation, by program, of the operating budget proposed by the County for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

**7. ACCOUNTABILITY.**

The County shall provide the City with monthly reports concerning the County's performance under this contract; such reports to, at minimum, reflect the following information:

- a. The number of animals sheltered at the designated animal shelter;
- b. The number of service requests responded to;
- c. The number of dog and cat licenses issued;
- d. The number of individuals receiving Notices of Violation/abatement;
- e. The number of violation or abatement hearings;

f. The amount of pet licensing and penalty fees collected.

Such reports shall be in a format approved by the City Manager or his designee and shall separate such information in categories showing services, activities, revenues and costs in and for the City, in and for the County, and the total for each jurisdiction. Format of such reports may be changed from time-to-time by agreement between City and County staff. Monthly reports shall be due on the 15<sup>th</sup> of each month for the preceding month.

The County shall, by September 10 of 2001 and by September 10 of each year thereafter, submit to the City Manager or his or her designee an annual report summarizing the monthly reports for the most recent twelve months ending June 30 with comparisons to the same period in prior years as appropriate. The annual report shall also suggest improvements to be made in the support of animal control and shelter services.

The County shall submit to both regular and random performance audits by the City. Reports of such audits shall be made public, and may have a bearing upon contract continuation and/or compliance. The City shall have the right to inspect all public County records and to investigate any matter involving the Animal Protection and Control Services and licensing services specified herein. All records relating to services, litigation, inspections, enforcement and City business shall remain the property of the City and shall be available to the City for inspection at any time.

8. **CITY TO PROVIDE COUNTY COPY OF CODE.**

The City agrees to annually provide the County with the most recent copy of the code which the County is required to enforce. If the code is amended during the year, the City will supply a copy of the amendments prior to the time the amendment is to be enforced.

9. **RENEWAL.**

This contract shall renew automatically each year until terminated by either party.

10. **SUBCONTRACTING.**

The County shall not assign or subcontract this agreement as any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from the City Manager or his designee.

11. **HOLD HARMLESS.**

The County hereby agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this contract, except those caused by the negligence of the City.

Without limiting the generality of the foregoing, the County further expressly agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgments, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or incident to the performance of this

contract by the County, its officials, employees, or agents, except those caused by the City's negligence.

This indemnity agreement shall include any claim made against the City by an employee of the County or subcontractor or agent of the County, even if the County is thus or otherwise immune from liability pursuant to the workers' compensation statute.

In the event of litigation between the parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing party.

**12. TERMINATION.**

This Agreement may be terminated at will by either party by giving six (6) months written notice of intent to terminate. No cause for such termination need be shown.

In addition, this Agreement may be terminated by either party for a material breach of non-performance of contract requirements upon twenty (20) days written notice.

Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon twenty (20) days notice or upon a six month notice of cancellation.

**13. DISPOSITION OF ASSETS/EQUIPMENT UPON TERMINATION/ EXPIRATION.**

Upon the expiration or termination of this contract, the County shall retain the vehicles, equipment, and other capital items used to provide the services set out herein. In the event that the County shall discontinue its animal control activities at the time this contract expires or is terminated, the City shall have the first option to purchase such vehicles, equipment and other capital items at their fair market value, and shall also have first option to

purchase at fair market value such other of the County Animal Protection and Control Division's capital assets as the City desires.

14. **RATIFICATION.**

Acts taken pursuant to this contract but prior to its execution are hereby ratified and confirmed.

DATED this 12 day of February, ~~2001~~ <sup>2002</sup>

**CITY OF VANCOUVER, a municipal corporation**

By:   
Pat McDonnell, City Manager

By:   
Sylvia G. Costich, Interim City Clerk

Approved as to form:

  
Ted H. Gathe, City Attorney

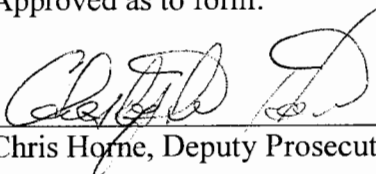
Attest:

**BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON**

  
Clerk of the Board

By:   
JUDIE STANTON, Chair

Approved as to form:

  
Chris Horne, Deputy Prosecuting Attorney

C1121101/PL:MW

**Animal Control  
12 Month Activity Comparison  
September 2000 through August 2001**

	CITY	COUNTY	TOTAL	CITY %
LICENSING				
Transactions	10,374	13,456	23,830	43.5%
ENFORCEMENT				
Service requests	4,953	5,812	10,865	45.6%
HEARING				
Appeals	43	59	102	42.1%

**Administration Percent Calculation**

	City Non-Admin*	Total Non-Admin**	City % Non-admin
ADMIN	\$685,908	\$1,527,929	44.9%

\* City Non-Admin removes the City's Portion of Dept Overhead

\*\* Total Non-Admin is the Animal Control Budget less the Animal Control Admin Program Budget.

**Department Overhead Calculation**

	Budget \$	Budget FTE
Total County DCD 01/02 Budget	21,298,034	118.5
Total Animal Control 01/02 Budget	1,814,492	11.0
Animal Control as a % of DCD		9.3%

DCD Budget Applicable to APC	1,208,750
Applicable Dept overhead to APC	112,414

**City of Vancouver  
Fee Calculation  
2001-2002**

Program	Expenses	% of Total	Allocated Dept Overhead	Less Co. Expense	Applicable to City	City % of Activity	City Share of Expense
Administration	\$286,563	16%	\$17,754	0	\$304,317	44.9%	\$136,612
Licensing	\$323,560	18%	\$20,046	0	\$343,606	43.5%	\$149,469
Enforcement	\$1,089,111	60%	\$67,474	(\$186,000)	\$970,585	45.6%	\$442,587
Hearings	<u>\$115,258</u>	6%	<u>\$7,141</u>	0	<u>\$122,399</u>	42.1%	<u>\$51,530</u>
<b>Total</b>	<b>\$1,814,492</b>	<b>100%</b>	<b>\$112,415</b>	<b>(\$186,000)</b>	<b>\$1,740,907</b>		<b>\$780,198</b>
					Less Estimated Revenue 2 yrs		(\$235,771)
					PLUS: Spay/Neuter Program		\$20,000
					Net City Cost		<u>\$564,427</u>
					Annual City Cost		\$282,214
					Monthly City Contribution		\$23,517.79