

INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD
TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES

This Interlocal Agreement Between Snohomish County And The City of Stanwood To Provide Animal Control Transport Services (the "Agreement") is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the "County"), and the City of Stanwood, a municipal corporation of the State of Washington (hereinafter the "City").

RECITALS

- A.** The City's geographical boundaries lie entirely within the County; and,
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,
- C.** The County, through the Snohomish County Auditor's Office (hereinafter "Auditor"), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and,
- D.** RCW 39.34.080 authorizes a public agency to contract with any other public agency to perform any governmental service, activity, or unde lialdng which each public agency entering into the contract is authorized by law to perform; and,
- E.** The City wishes to retain and perform all animal control functions except animal transport to the Everett Animal Shelter; and,
- F.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such agreement, so long as the County does not incur any greater responsibility and/or liability than it would nonnally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Animal Control Transport Services

- a. The County will provide the City with Animal Control Transport Services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services. "Authorized Persons" shall be: the City of Stanwood Animal Control Officer, the Mayor of Stanwood, the Stanwood Police Chief, Stanwood Police Officers, City of Stanwood City Clerk or the City of Stanwood City Administrator.
- c. Animal Control Transport Services shall include pick up and transport of dogs from a single pre-determined site maintained by the City, not at a private residence, to the Everett Animal Shelter.
- d. The Auditor or their designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or their designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

2. City Responsibilities

In support of the County providing services described in Section 1:

- a. The City shall provide all aspects of the animal control functions, except animal transport, to its citizens.
- b. The City shall maintain a contractual relationship with Snohomish County 911 for the provision of 911/radio dispatching services;
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.
- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

3. Term of Agreement

The term of this Agreement shall be for a period commencing on January 1, 2021, and continuing through December 31, 2025, unless terminated sooner as provided herein. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (1) been duly executed by both parties, and (2) filed with the County Auditor or posted on the County's futerlocal Agreements website.

4. Compensation

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of reimbursement to the County for Animal Control Transport Services for 2021 shall be:
 1. 8:00 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A 2021 fee of \$186 for each call for service (numbered event). This fee is based on the direct cost to the County to respond to the average animal control related call for service based on mileage, hourly wage and benefits.
 11. 5:00 p.m. to 8:00 a.m., weekend, and holiday callouts. A 2021 fee of \$494 for each call for service (numbered event). This fee is based on the Snohomish County Animal Control Officers' labor contract, which requires that officers be paid a minimum of three (3) hours callout wage for these hours at time and one half, and on the direct costs to the County to provide for the average animal control related call for service.
- b. The fees listed in Section 4.a.i and 4.a.ii for 2021-2025 shall be calculated on an annual basis and any changes provided to the City by December 1 for the following year.
- c. The County shall invoice the City for all Animal Control Transport Services. Invoices will be mailed within ten (10) days of the last day of the previous month. The invoice will include a report detailing all Animal Control Transport Services provided under this Agreement, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
- d. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

5. Resources

Except as otherwise provided in this Agreement, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest

therein. All property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records

The County shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after expiration or termination of this Agreement. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

8. Notices

Any notice required or permitted to be given under this Agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Snohomish County Animal Services
Snohomish County Auditor's Office
3000 Rockefeller Avenue, M/S 306
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

Mayor
City of Stanwood
10220 270th Street
Stanwood, WA 98292

9. Hold Harmless/Indemnification/Defend

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Agreement, including claims by City employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this agreement, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this agreement that the City contracts by Interlocal Agreement with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Agreement makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements between Snohomish County and the City of Stanwood for police services or other services.
- d. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self- insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

a. Independent Contractor

The County will perform all Animal Control Transport Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

b. Legal Requirements.

In performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

c. No Third Party Beneficiary.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

d. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law

f. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

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

CITY OF STANWOOD

BY: Elizabeth Callaghan
Elizabeth Callaghan (Jun 10, 2021 19:44 PDT)

DATE: June 10, 2021

Elizabeth Callaghan, Mayor

APPROVED AS TO FORM:

Brett Vinson
Brett Vinson (Jun 10, 2021 19:46 PDT)

DATE: June 10, 2021

Brett Vinson City Attorney

SNOHOMISH COUNTY

BY: _____
Dave Somers, County Executive

DATE: _____

RECOMMENDED FOR APPROVAL:

Garth Fell  Digitally signed by Garth Fell
Date: 2021.07.01 09:32:44 -07'00'
Garth Fell, Snohomish County Auditor

DATE: July 1, 2021

APPROVED AS TO FORM:

/s/ Sean Reay DPA 7/2/2021
Sean Reay, Deputy Prosecuting Attorney

DATE: _____

Sheila Barker  Digitally signed by Sheila
Barker
Date: 2021.07.01 14:26:46
-07'00'
Sheila Barker, Risk Manager

DATE: _____