

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services (“Agreement”) is entered by and between the City of Cle Elum, a code city in the State of Washington and the Town of South Cle Elum, a town in the State of Washington. These incorporated communities shall be subsequently referred to in this Agreement as Cle Elum and South Cle Elum, and they shall be collectively referred to as the ("Parties").

I. RECITALS

WHEREAS, the Parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, Cle Elum and South Cle Elum have the power, authority, and responsibility to provide animal control services for their citizens within their boundaries, and have merged their resources since July 2000 to fulfill their obligations to their citizens; and

WHEREAS, Cle Elum provides animal control services as a function of its police department services; and

WHEREAS, South Cle Elum is located less than one mile south of Cle Elum, and Cle Elum has established and maintains an animal control officer which can continue to provide regular animal control services to South Cle Elum; and

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree to animal control services as follows:

1. PURPOSE AND ADMINISTRATION

- 1.1 The purpose of the Agreement is to provide animal control services to the Town of South Cle Elum.
- 1.2 Cle Elum, by and through its Chief of Police, shall be responsible for the administration and management of the additional law enforcement animal control services to be provided to South Cle Elum as described in this Agreement.

2. DURATION, TERMINATION AND MODIFICATION

- 2.1 This Agreement shall be effective as of 12:01 a.m. on May 1, 2018 and shall continue through midnight on December 31, 2018. This Agreement shall automatically renew without further action by the Parties on a yearly basis thereafter unless otherwise modified or terminated, as provided for in Sections 2.2 and 2.3.

- 2.2 Any Party may terminate its participation in this Agreement by providing at least 90 days written notice to the other Party of the terminating party's intent to terminate this Agreement. If South Cle Elum is the terminating party, South Cle Elum shall be responsible in the amount of \$1,000.00 for reimbursement to Cle Elum for the cost to change badges, vehicle markings, shoulder patches, and related identification items.
- 2.3 This Agreement shall be reviewed prior to the end of each year. Thereafter, substantive revisions to this Agreement may be made annually and initiated by either of the Parties with written notice to the other Party. All changes to this Agreement will be pursuant to good faith negotiations between the Parties, and shall be reflected in written amendments to this Agreement executed by the parties.
- 2.4 This Agreement is intended to express the entire Agreement of the Parties, and may not be altered or modified in any way unless such modification is reduced to writing, jointly agreed upon, and signed by both Parties.

3. BASIS FOR DETERMINING AND ASSIGNING COSTS

- 3.1 For the initial year of this Agreement, South Cle Elum's share of regionalized animal control service costs shall be as follows:
- 3.1.1 An annualized total of \$18,000.00 as a baseline rate of providing animal control services as described in Section 4 below to South Cle Elum for 40 hours per month.
- 3.1.2 Additional hours will be billed at an Hourly Rate of \$37.50 for services performed under this Agreement.
- 3.2 Cle Elum's annual financial participation shall involve fully funding all costs of the Animal Control Department which are not covered by South Cle Elum or other funding sources. The entire budget for the Animal Control Department in the initial year of this agreement is budgeted to be \$54,237.00.
- 3.3 For calendar year 2018 and subsequent years, the annualized rate (previous base amount) for South Cle Elum may be adjusted upward on the first day of each calendar year based on increased department costs such as cost of living, administration costs and overhead costs. This annual adjustment shall not exceed 4% per calendar year unless agreed to in writing by both parties prior to the start of the New Year.

4. RESPONSIBILITIES OF CLE ELUM

- 4.1 Enforce state laws and local City ordinances pertaining to the control of animals and facilities regulated under the South Cle Elum Municipal Code and investigate alleged complaints and testify and provide expert witnesses in subsequent legal or administrative proceedings.
- 4.2 Maintain a vehicle to be used for the enforcement of state, county, and local ordinances as they pertain to animals.
- 4.3 Employ regular field staff who shall enforce state laws and local City ordinances prohibiting cruelty to animals and by investigating complaints, impounding domestic animals, securing evidence and preparing written reports of suspected violations, and furnishing, on request, such reports to the appropriate South Cle Elum officials. Cle Elum shall provide the necessary staff hours toward fulfilling the obligations of this Agreement.
- 4.4 Furnish equipment and supplies used in the performance of Cle Elum's obligations arising from this Agreement.

5. RESPONSIBILITIES OF SOUTH CLE ELUM

- 5.1 Starting May 2018, South Cle Elum shall pay to Cle Elum each month during which this Agreement is effective, the amount of \$ 1,500.00 per month for Animal Control. Starting January 2019 and subsequent years, this amount shall be adjusted according to the provisions outlined in section 3.3 above.
- 5.2 South Cle Elum hereby confers municipal authority on such Cle Elum animal control officer(s) as might be engaged hereunder in enforcing South Cle Elum animal control ordinances within the South Cle Elum boundaries and for carrying out this Agreement.
- 5.3 Cle Elum and South Cle Elum will make every reasonable effort to bring local animal control ordinances relevant to the scope of this Agreement into conformity with each other and State law to provide uniformity of regulation and enforcement.

6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 6.1 Cle Elum shall defend, indemnify, and hold South Cle Elum, and its officers, officials, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of South Cle Elum.

- 6.2 If a claim or suit is brought against Cle Elum or South Cle Elum, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of South Cle Elum, South Cle Elum shall defend, indemnify, and hold Cle Elum, its officers, officials, employees, agents and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees incurred in relation therewith.
- 6.3 It is specifically and expressly understood that the indemnification provided herein constitutes Cle Elum's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated this waiver.
- 6.4 Both Parties shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with this Agreement.
- 6.5 Within fifteen (15) days of the commencement of this Agreement, Cle Elum shall provide evidence of the following insurance coverage and limits at a minimum:
- 6.5.1 Law enforcement or police professional insurance in an amount not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate.
- 6.5.2 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
- 6.5.3 Errors and omissions or public official's liability in an amount not less than \$1,000,000.00 per occurrence.
- 6.6 South Cle Elum shall be named as an additional insured on Cle Elum's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 6.7 It is the intent of this Agreement for Cle Elum's insurance to be considered primary in the event of a loss, damage, or suit arising out of Cle Elum's performance of duty under this Agreement. South Cle Elum's comprehensive general liability policy will be considered excess coverage in respect to Cle Elum.
- 6.8 Cle Elum shall request from its insurer that written notification will be given to South Cle Elum for any cancellation in Cle Elum's coverage at least thirty (30) days in advance of such cancellation.

- 6.9 Within fifteen (15) days of the commencement of this Agreement, South Cle Elum shall provide evidence of the following insurance coverage and limits at a minimum:
- 6.9.1 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
 - 6.9.2 Errors and omissions or public official's liability in an amount not less than \$1,000,000.00 per occurrence.
- 6.10 Cle Elum shall be named as an additional insured on South Cle Elum's commercial general liability policies. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 6.11 South Cle Elum shall request from its insurer that written notification will be given to Cle Elum for any cancellation in South Cle Elum's coverage at least thirty (30) days in advance of such cancellation.

7. INDEPENDENT CONTRACTOR

- 7.1 The Parties understand and agree that Cle Elum is acting hereunder as an independent contractor and shall maintain control of all Animal Control Department employees, including hiring, firing, discipline, evaluation, and establishment of standards of performance thereof.
- 7.2 All Cle Elum personnel, rendering service hereunder shall be, for all purposes, employees of Cle Elum, although they may from time to time act as commissioned officers of South Cle Elum.

8. SEVERABILITY AND GOVERNING LAW

- 8.1 If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.
- 8.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Kittitas County Superior Court.

City of Cle Elum

By: Jay McGowan Dated: 6/12/18
Mayor Jay McGowan

Attest: Kathi Swanson
Kathi Swanson, City Clerk

Town of South Cle Elum

By: Jim De Vere Dated: 5/29/18
Mayor Jim De Vere

Attest: Dora Bannister
Dora Bannister, City Clerk
Town