

CD 12-74

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 Protection & Control Program, 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. 39.34.080, now, therefore:

THE PARTIES AGREE AS FOLLOWS:

1. TERM OF AGREEMENT/SUPERCEDES PRIOR AGREEMENT.

This Agreement shall be deemed effective NOV. 27, 2012, and supersedes the prior Interlocal Agreement for animal control services between the parties dated January 1, 2001, Auditor's File No. 3426869.

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

Clark County is hereby designated, pursuant to Chapter 8.24 V.M.C., as the 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 Program. 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 and United States Departments of Agriculture, the Humane Society for Southwest Washington, the County Public

Health Department and the Vancouver Police Department, also have animal control and welfare responsibilities and interests. The animal control program 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 informational copy of any changes to the manuals shall be forwarded to the City Manager not less than ten (10) working days prior to implementation of the changes.

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 Program.

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, or other weapons or 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 licensing body.

4. SERVICES - LICENSING.

The County shall administer all licensing, registration, and facilities licensing responsibilities of Chapter 8.24.V.M.C 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 Humane Society for Southwest Washington 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 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 designee may, after consultation with the County Animal Protection & 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 required 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. Support from the County 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, will manage a website that provides pertinent animal control information, and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media.

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.

The County shall retain the services of a qualified animal control hearings officer to hear appeals under Chapter 8.24 VMC, provided that the City reserves the right to appoint and designate an animal control hearing examiner in lieu of or in addition to the animal control hearings officer retained by the County.

County staff shall further provide all necessary administrative support for animal control ordinance appeals before the animal control hearing examiner. Such support shall include, but is not limited to, scheduling of hearings, payment of the 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, currently operated by the Humane Society for Southwest Washington at 1100 NE 192nd Avenue, 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.

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 Clark County Public Health Department regarding rabies and biting animals.

i. Rabies Control.

The County shall act as agent of the City and of the Clark County Public Health Department 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 Department 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; and
- (2) Notify Clark County Public Health or successor agency of any unsanitary conditions and health hazards observed while in the field.

6. 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 for the following year. 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 semi-annual reports concerning the County's performance under this contract; such reports to, at minimum, reflect the following information:

1. The number of animals sheltered at the designated animal shelter;
2. The number of service requests responded to;
3. The number of dog and cat licenses issued and City revenue generated by licensing;
4. The number of individuals receiving Notices of Violation/abateements;
5. The number of violation or abatement hearings;
6. The amount of pet licensing and penalty fees collected.

Such reports shall separate 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. The County shall, submit a six-month progress report by August 1 of each year, and by February 1 of each year shall, submit to the City Manager or designee an annual report summarizing 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. The code and amendments may be supplied electronically.

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 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, suites or judgments, including costs and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, in connection with, or incident to, the performance of this Agreement. 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 judgment, 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 Agreement by the County, its officials, employees, or agents. To the extent that such liability arises from the concurrent negligence of both the City and the County, such cost, fees and expenses shall be shared between the City and the County in proportion to their relative degrees of negligence.

This indemnity and hold harmless shall not apply in the case where liability arises from the sole negligence of the City.

In the event that any claim or suit is brought against the County based on demand, claim, or cause of action alleged to arise in connection with or incident to the

performance of this Agreement by the County, the County shall promptly notify the City of same; and the City retains the right to participate in said claim and/or suit.

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, Title 51 RCW.

County specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the County provide the broadest scope of indemnity permitted by law.

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 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 Program'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.

15. NO THIRD-PARTY BENEFICIARY.

The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The City and County do not intend there be any third-party beneficiary to this Agreement.

16. DOCUMENT EXECUTION AND FILING.

The parties agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by the County. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon the parties.

DATED this 27th day of NOV., 2012

CITY OF VANCOUVER, a municipal corporation

Signature on File

Eric J. Holmes, City Manager

Attest:

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

Attest:

BOARD OF COUNTY COMMISSIONERS FOR CLARK COUNTY, WASHINGTON

SIGNATURE ON FILE

Clerk of the Board

SIGNATURE ON FILE
By: _____
Marc Boldt, Chair

APPROVED AS TO FORM ONLY:
Anthony F. Golik, Prosecuting Attorney

SIGNATURE ON FILE
By: _____
Christopher Horne,
Deputy Prosecuting Attorney

City Share Department Expenses 2011 - 2012
Animal Control

The City's payment is based on the County's budgeted expenses and the City's percentage share of activity related to those expenses less the City's share of revenues collected by the County

	2011 City Actuals	Notes	2012 City Budget	FTE's	Notes
Total Agency Expenses					
Animal Administration	99,128		80,290	2.5	Two office staff and ~ 1/2 of Manager
Licensing (1)	36,736		23,777	0	No dedicated licensing officer currently
Enforcement	263,895		248,644	4	
Hearing and Court Costs	1,191		82		
Total Program Expenses	\$400,950		\$352,793		
County Payment to Humane Society		\$134,416			Includes labor, materials and agency services \$155,000
Adjustment for County Humane Society costs not related to the City	(56,296)		(66,429)		
Total Corrected City Expenses	344,654		286,364		
County Indirect Charges	33,638	9.76%	46,362		16.19% - Includes rent as of 2012
Total Expenses	\$378,292		\$332,726		
Less Total Revenue					
Fee Revenue	(198,697)		(161,650)		
Fine Revenue	(6,199)		(8,335)		
Expenses Less Revenue	\$173,396		\$162,741		
City Specific Adjustments					
Contribution to Spay/Neuter Program	10,000		10,000		
Annual True Up from Prior Year	5,622		7,707		
Vancouver Share of Program Expenses	\$189,018		\$180,448		Payments are made in 12 monthly installments
Vancouver Payment	\$181,311				Over/under payment is true up the following year
Cumulative Under/Over Payment	\$7,707				
Total Number of cases 2011	Cases	As Percentage			
City of Vancouver cases	7,827	40%			
County cases	11,555	60%			
Other jurisdiction cases	0				

Decision Packages for 2013

1 New FTE

Cost
\$110,000

City's share would be: \$53,000