

## SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

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ITEM NO: C-4

DATE: April 12, 2007

SUBJECT: Interlocal Agreement with Snohomish County for Animal Transport Services

CONTACT PERSON: Deborah Knight, City Administrator

### SUMMARY:

The issue before the City Council is authorizing the Mayor to sign an Interlocal Agency agreement (Attachment A) with Snohomish County for animal transport services. In 2006, the City Council discussed the need to develop and fund an animal control program to address a growing need in the Sultan community to license and control domestic animals.

The intent of the City Council is to review its animal control program and adopt a work plan for 2007. A contract for transport services from the City of Sultan to the Everett Animal Shelter is one component of an animal control program.

A decision by the City Council to authorize the Mayor to sign the Interlocal Agency Agreement does not obligate the City to use the County services. The agreement only makes the services available if the City chooses to use the services or finds it necessary to do so.

A recommended animal control program including code amendments, public education and an outreach plan will be forthcoming to the Council.

### DISCUSSION:

The proposed Interlocal Agency agreement will provide the following animal transport services once a dog is detained in the City's short-term holding facility:

1. Provide on-call services of an animal control unit consisting of personnel and equipment.
2. Respond to requests from the City's authorized personnel to pick up and transport impounded dogs to the Everett Animal Shelter.

The term of the agreement is from June 1, 2007 through December 31, 2008 Section 6 – Termination of the agreement provides that either party can terminate the agreement with thirty (30) days written notice.

The agreement is contingent upon available funding and local appropriations. The contract may be terminated by either party immediately if funding is reduced, withdrawn, limited or not appropriated.

#### FISCAL IMPACT:

The 2007 budget for animal control is \$20,000. Staff estimates the City will spend approximately \$2,000 on transport services in 2007. 36 animals transported to Everett Shelter (\$55 x 36 trips) = \$1,980.

This estimate assumes the City Council will proceed with an animal control program beginning with education and outreach in the second quarter of 2007 and impounding animals effective in the third quarter of the year.

Under the proposed Interlocal Agency agreement, the City will pay \$55 for each call for service between 8:00 am and 4:00 pm for 2007. The fee will increase to \$60 for 2008.

Between 4:00 pm and 8:00 am, weekend and holiday callouts, the 2007 fee is \$165 and \$170 for 2008.

The fee is based on the Snohomish County Animal Control Officers' labor contract, which requires that officers be paid a minimum 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 calls for service.

The County will routinely monitor the services provided and will adjust the billing to accurately reflect the actual costs incurred in the provision of services to the City. The County will bill the City quarterly.

#### ANALYSIS:

The City of Sultan impounds at-large, stray and nuisance domestic animals in accordance with Chapter 6 of the Sultan Municipal Code (SMC). Section 6.04.110 outlines the City's procedure for impounding dogs:

##### **6.04.110 Impounding dogs – When authorized.**

Whenever any dog is found performing any of the activities described in this chapter, or has bitten any person or animal, a code enforcement officer, police officer, any owner or any private person may impound it by immediately delivering such dog to the place designated for such impoundment.

Snohomish County has interlocal agreements in place with the cities of Monroe, Stanwood, Arlington, Darrington, and Index for transport services. Under the interlocal agreement Snohomish charges \$55 per trip to transport animals from the city to the local contracting shelters. The cities are required to maintain a separate current contract for animal sheltering services. Additionally, the cities must maintain a contractual relationship with SNOPAC for the provision of 911 radio-dispatching services.

The City of Sultan has contracts with both the Everett Shelter and SNOPAC as required by Snohomish County to enter into a transport services agreement.

The City of Sultan Animal Control program is a vital City service since many Sultan residents are pet owners and lovers.

The mission of animal control is to provide protection and service to all members of the community, both animal and human.

Through proactive public education and interaction, the City of Sultan can increase citizen's knowledge of responsible pet ownership, and animal behavior; and decrease potential cases of diseases; reduce the number of lost and abandoned animals; eliminate incidents of animal aggression and animal abuse, and reunite lost animals with their human families.

In order to achieve these goals, the City must approve the resources necessary to support an animal control program. These resources include: animal control services, transportation from short-term care to the Everett Animal Shelter, and sheltering services.

The proposed Interlocal Agency agreement provides a mechanism for transporting animals from the City's short-term holding facility to the Everett Animal Shelter

#### ALTERNATIVES:

1. Authorize the Mayor to sign an Interlocal Agency agreement with Snohomish County
2. Do not authorize the Mayor to sign an Interlocal Agency agreement with Snohomish County
3. Do not authorize the Mayor to sign an Interlocal Agency agreement with Snohomish County and direct staff to areas of concern.

The staff recommendation is to contract with Snohomish County to transport animals. Snohomish County already has contracts in place with the surrounding cities of Monroe and Index. Snohomish County staff is familiar with the Everett Shelter.

The cost of the service (\$55 per trip fee) equates to approximately 4 hours of time at \$15/hour. This is approximately the same cost of service if the City's animal control

officer were to transport animals from Sultan to Everett. Contracting with the County will free up the officer for other services such as education and outreach.

Alternative:

Transport animals to the Everett Shelter using the City animal control van. The cost difference between in-house transport and contract transport is minimal. The one benefit to in-house services is that animals might be transported more quickly. However, in those instances where transport to the Shelter is time sensitive, the animal control officer could take the animal without having to contact the County for transport services.

RECOMMENDED ACTION:

AUTHORIZE THE MAYOR TO SIGN AN INTERLOCAL AGENCY AGREEMENT WITH SNOHOMISH COUNTY FOR ANIMAL TRANSPORT SERVICES.

RECOMMENDED MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO SIGN AN INTERLOCAL AGENCY AGREEMENT WITH SNOHOMISH COUNTY FOR ANIMAL TRANSPORT SERVICES.

ATTACHEMENT:

- A. Interlocal Agreement Between Snohomish County and the City of Sultan to Provide Animal Control Services.

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COUNCIL ACTION:

DATE:

After recording return to:  
Vicki Lubrin, License Manager  
Snohomish County Auditor's  
Office – Licensing Division  
3000 Rockefeller Ave MS 306  
Everett, WA 98201

**INTERLOCAL AGREEMENT  
NOHOMISH COUNTY AND THE CITY OF SULTAN  
TO PROVIDE ANIMAL CONTROL SERVICES**

**THIS AGREEMENT** is made between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Sultan (hereinafter the “City”), under the Interlocal Cooperation Act, Chapter 39.34 RCW, for the purpose of providing limited animal control services.

**WITNESSETH:**

**WHEREAS**, the City’s geographical boundaries lie entirely within the County; and,

**WHEREAS**, the City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,

**WHEREAS**, 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,

**WHEREAS**, the City wishes to retain and perform all of the functions necessary to provide animal control services except for the transport of impounded dogs; and

**WHEREAS**, the City desires to enter into an agreement with the County whereby the County will provide transportation of impounded dogs for the City, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such basic services to the citizens of unincorporated Snohomish County,

**NOW, THEREFORE**, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

**1. Scope of Services**

- 1.1 The County will provide to the City an animal control officer and related equipment to respond to authorized requests for transportation of impounded dogs, as specified in Attachment “A”, which is attached hereto and incorporated herein by reference. The animal control officer will provide such specified services at the same level, degree, and type as is customarily

provided by the County in its provision of said services to the citizens of unincorporated Snohomish County unless otherwise set forth herein.

- 1.1.1 Barking dog complaints will be handled by on-duty Sultan police officers.
- 1.1.2 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.
- 1.2 The Auditor or his/her designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or his/her 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.
- 1.3 By entering into this agreement, the parties intend merely to have the County provide the service described in Attachment "A" to the City. The County does not intend to assume, nor does the City expect the County to gain, any greater responsibility and/or liability than it would normally have imposed upon it by law for the performance of animal control services generally for the citizens of unincorporated Snohomish County.
- 1.4 The County is acting hereunder as an independent contractor so that:
  - 1.4.1 All liability for salary, wages, and/or other employee compensation shall be the responsibility of the County; and
  - 1.4.2 Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.
- 1.5 All County employees engaged in performing services within the scope of this agreement shall be commissioned by the City for the sole purpose of providing animal control services pursuant to this agreement and only for the purpose of giving official status to said performance.
- 1.6 The City shall:
  - 1.6.1 Continue to provide all other aspects of the animal control functions to its citizens except for the animal control officer function specified in Attachment "A;"
  - 1.6.2 Maintain a contractual relationship with the Snohomish County Police Staff and Auxiliary Services Center (SNOPAC) for the provision of 911/radio dispatching services;
  - 1.6.3 Maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services;
  - 1.6.4 Provide the Auditor's Office with a current copy of all City ordinances pertaining to animal control regulations; and
  - 1.6.5 Provide all legal services and court costs associated with legal process for citations issued under City ordinances.

## **2. Term of Agreement.**

- 2.1 The term of this agreement shall be for a period commencing June 1, 2007, and continuing through December 31, 2008, unless sooner terminated as provided herein. This agreement shall be filed for recording with the Snohomish County Auditor after execution by both parties.
- 2.2 This agreement may be renewed at or prior to its expiration date. Any renewal must be executed with the same formalities as this document.

**3. Compensation.**

- 3.1 It is the intent of the parties that the performance of this agreement shall neither cost nor profit the County. The projected rate of payment to the County for those services set forth in this agreement shall be:

8:00 a.m. to 4:00 p.m. on non-holiday Monday through Friday. A 2007 fee of \$55 for each call for service (numbered event). This fee is based on the direct cost to the County to provide for the average animal control related call for service. The fee for 2008 shall be \$60.

4:00 p.m. to 8:00 a.m., weekend, and holiday callouts. A 2007 fee of \$165 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 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. The fee for 2008 shall be \$170.

- 3.2 The County will routinely monitor the services provided and will adjust the billing to accurately reflect the actual costs incurred in the provision of services to the City.
- 3.3 The County shall provide a quarterly billing to the City, within ten (10) days of the last day of the month, and a report of all 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. The quarterly bill shall include billing for all time the animal control officer spends in court as a result of the performance of this agreement. This court time shall be billed at the current hourly rate of base pay and benefits paid to the animal control officer.
- 3.4 The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

**4. Resources.**

Except as otherwise stipulated, 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.

**5. 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 completion 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.

**6. Termination.**

6.1 Either party may terminate this agreement for any reason upon providing written notice to the other party thirty (30) days prior to the effective date, in which case the City shall compensate the County only for the costs of those services provided through the period of time this agreement remains in effect. Termination shall not affect the rights of the County under other sections of this agreement.

6.2 This agreement is contingent upon governmental funding and local legislative appropriations. In the event funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this contract and prior to normal completion, this contract may be terminated by either party immediately upon notice to the other party.

6.3 Any notice required or permitted to be given under this agreement shall be sent either by registered 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 two (2) days after the date deposited in the mail.

6.4 Any notice from the City to the County shall be sent or delivered to:

Snohomish County Auditor  
Attn: Vicki Lubrin – License Manager  
3000 Rockefeller Avenue, M/S 306  
Everett, WA 98201

6.5 Any notice from the County to the City shall be sent or delivered to:

City Administrator  
319 Main Street, Suite 200  
P.O. Box 1199  
Sultan, WA 98294

**7. Amendments.**

This agreement may be amended at any time by mutual written agreement of the parties.

**8. Hold Harmless/Indemnification.**

8.1 The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this agreement, including claims by City employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

8.2 The County shall have an equivalent duty with respect to the City, but it is expressly understood and agreed that in executing this agreement, the County does not assume liability or responsibility or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules or regulations. Insofar as any cause, claim, suit, action, or administrative proceeding challenges the enforceability and/or validity of any City ordinances, rule or regulation, the City shall defend the same at its sole cost and expense, and if judgment is entered or damages are awarded against the City, the County, or both as a result, the City shall satisfy the same, including all chargeable costs and attorney's fees.

9. **Legal Requirements.**

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this agreement.

10. **No Third Party Beneficiary.**

It is the specific intent of the County and the City, and both parties agree, that this agreement shall not confer third party beneficiary status on any non-party, including, but not limited to, the citizens of either the County or of the City.

11. **Venue.**

The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceeding to enforce this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington. The prevailing party in any such action, suit, or proceeding shall be entitled to reasonable attorney's fees and costs.

12. **Severability.**

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

13. **Dispute Resolution**

In the event a disagreement should arise over the terms of this agreement, the parties agree to an informal dispute resolution process. The Auditor and the Mayor of the City shall each appoint a designee within ten (10) days after written notice by one party to the other party that a dispute exists. Within thirty (30) days after appointment of the designees, the designees shall meet to attempt to resolve the dispute. If the designees cannot resolve the dispute after one (1) meeting, the parties agree to submit their dispute to the Dispute Resolution Center of Snohomish County for mediation. Each party shall pay one-half of the costs of mediation.

14. **Entire Agreement**

This document constitutes the entire agreement between the parties.

**CITY OF SULTAN**

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

DATE: \_\_\_\_\_

**SNOHOMISH COUNTY**

BY: \_\_\_\_\_  
Aaron Reardon, County Executive

DATE: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Carolyn Diepenbrock, County Auditor

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Alethea Hart, Deputy Prosecuting Attorney

DATE: \_\_\_\_\_

\_\_\_\_\_  
Mary Albert, Risk Management

DATE: \_\_\_\_\_

## ATTACHMENT "A"

The City shall employ its own Animal Control Officer and shall attempt to manage all animal control related enforcement. Assistance from the County under this agreement shall primarily be requested for impoundment as described herein.

County assistance under this agreement may be requested only by the Sultan Animal Control Officer, the Mayor of Sultan, the Sultan Police Chief, the Sultan Police Officers, the Sultan City Administrator, and/or the Sultan Public Works Director.

The County will provide an animal control officer to the City in accordance with Section 1.1 of this agreement to perform the following anticipated services.

1. The animal control officer's services are:
  - a) Responding to requests from the City's authorized personnel listed above to pick up and transport impounded dogs to the Everett Animal Shelter on behalf of the City;
2. The County agrees to provide at any one time the on-call services of:
  - a) One animal control unit consisting of:
    - i) Personnel and Equipment.
      - a) One animal control officer, trained and equipped to meet Snohomish County Auditor's Office requirements.
      - b) One animal control vehicle equipped in the same manner as other County animal control vehicles.