

# INTERLOCAL AGREEMENT FOR ANIMAL CONTROL BETWEEN THE CITY OF WASHOUGAL AND THE CITY OF CAMAS

**WHEREAS**, on January 1, 1983, the City of Camas, a municipal corporation, and the City of Washougal, a municipal corporation, entered into an agreement for a joint Animal Control program, pursuant to RCW 39.34, the Interlocal Cooperation Act, and

**WHEREAS**, amendments have been approved in 1994, 1996 and 2000, to the Interlocal Cooperation agreement, and

**WHEREAS**, Camas and Washougal determined that it continues to be to the advantage of both cities to continue the joint animal control program, and

**WHEREAS**, the parties agree that the current Interlocal agreement needs to be updated for the continued efficient operation of the joint animal control operation,

## **NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. Effective retroactively to **January 1, 2013**, Camas and Washougal shall continue the joint animal control program under the authority of the Interlocal Cooperation Act, RCW 30.34, and the terms of the agreement.
2. Camas agrees that Washougal has the authority to enter into contracts in order to run the program as efficiently and effectively as possible - while staying in line with item 9 below. This includes, but is not limited to, contracts to operate the kennel and purchase shelter services.
3. This agreement supersedes and replaces all previous agreements between the parties on animal control and housing in its entirety.
  - i. The program costs, with the exception of the per dog charges

generated by actual dogs that were sheltered in a given month, shall be shared by the City of Camas at 50% and the City of Washougal at 50%.

- ii. Per dog charges will be based on the actual number of stray or impounded dogs boarded for each City, less any fee revenue received.
  - iii. Revenues received on behalf of the City of Camas will be reflected on the semi annual invoice and will reduce the amount owed by the City. These revenues will be broken out by type to allow for proper revenue recognition.
4. All capital equipment, hereinafter defined as equipment of a value in excess of \$5,000 purchased after the date of this agreement, shall be jointly owned by the City of Camas and the City of Washougal. In the event this agreement is terminated for any reason, then within thirty (30) days of the date of termination, the City of Camas and City of Washougal shall determined the respective distribution of said property, whether by retaining said property and/or purchase at book value.
  5. The animal control officers shall be City of Washougal employees. No employee/employer relationship shall exist with the city of Camas and the animal control officers, except to provide a limited commission to enforce provisions contained in the animal control sections of the Camas Municipal Code. The animal control officers shall be entitled to such employee benefits, including, but not limited to, retirement, vacations, sick leave, and medical insurance, as are provided for under the ordinances of the City of Washougal. The City of Washougal shall have the sole responsibility for providing such benefits, and the City of Camas shall have no obligation to provide animal control officers with the additional benefits provided for under the ordinances of the City of Camas. The City of Washougal shall further have the duty to pay FICA, Medicare, industrial insurance, unemployment and all other employee taxes for the animal control officers, and the City of Camas shall have

no obligation therefore, except as provided under Section 9, Financial Contribution.

6. Authority is provided to staff the joint program with two (2) full time employees.
7. Each officer will be authorized to work forty (40) hours per week, at times and days determined by the employer.
8. Prosecution of animal control violations and issuances of animal licenses shall be the separate responsibility of each city.
9. BUDGET – Written requests and verbal explanations shall be consistent with the policies, procedures and timetables applicable to each city. The budget shall clearly set forth costs to be divided between each municipality.

10. ANIMAL SHELTER SERVICES

Washougal will:

- i. Operate the animal shelter at 2695 Index Street, Washougal, WA and will receive dogs brought there pursuant to Camas City Code (Title 6 Animals) by the animal control officers & strays brought by citizens.
- ii. Provide access to the public in order to redeem animals held in the shelter during all hours that the Washougal City Hall is open to the public.
- iii. Supply, feed, house, and care for all animals received at the facility in accordance with those conditions set forth in Camas City Code (Title 6 Animal). Animal shelters shall meet the following conditions:

General conditions:

- iv. Animal housing facilities shall be provided for the animals, shall be structurally sound, shall be maintained in good repair, and shall be designed so as to protect the animals from injury and to

restrict the entrance of other animals.

- v. Each animal shall be provided with adequate floor space to allow such animal to turn about freely and to easily stand, sit and lie in a comfortable, normal position.
- vi. Any electrical power shall be supplied in conformance with applicable electrical codes adequate to supply heating and lighting as may be required.
- vii. Water shall be supplied at sufficient pressure and quantity to clean indoor housing facilities and enclosures of debris and excreta.
- viii. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
- ix. Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be provided and operated as to minimize vermin infestation, odors and disease hazards.
- x. Washroom facilities, including sinks and toilets, with hot and cold water, shall be conveniently available to maintain cleanliness among animal caretakers and for the purpose of washing utensils and equipment.
- xi. Sick, diseased or injured animals shall be separated from those appearing healthy and normal and shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
- xii. An employee, or keeper, shall make provisions to feed, water and do the necessary cleaning of animals daily.
- xiii. No person shall misrepresent an animal to a consumer in any way.
- xiv. No person shall knowingly release a sick or injured animal

without disclosing the sickness or injury to the recipient.

- xv. Animals, caged, closely confined or restrained shall be permitted daily exercise in a yard or area suitable for that purpose, for an appropriate length of time, as determined by their size, age and species.

Indoor facilities shall:

- a. Be sufficiently heated or cooled when necessary to protect the animals from temperatures to which they are not accustomed, taking into consideration their age, size and species.
- b. Be adequately ventilated to provide for the health of the animals and to remove foul odors there from. The ventilation system to be utilized shall be designed so that the volume of air within any enclosed indoor facility or part hereof shall be replaced by fresh air three or more times per hour. If ventilation equipment is used, it shall be constructed in conformance with current standards of good engineering practice with respect to noise and minimization of drafts.
- c. Have ample light, either natural or artificial, or both, of good quality and well distributed to provide for such illumination as necessary to inspect and clean during the entire working period. Such facilities shall be placed as to protect animals from excessive illumination. Sufficient lighting shall additionally be supplied in the area of sinks and toilets to provide for the hygiene of animal caretakers.
- d. Have interior wall, ceiling and floor surfaces constructed of materials which are resistant to the absorption of moisture and odors, or such surfaces shall be treated with a sealant or with paint. Floor surfaces shall not be made of unsealed wood. Interior walls shall be constructed so that the interface with floor surfaces is sealed from the flow or accumulation of moisture or debris.
- e. Contain a suitable method of drainage to facilitate the rapid elimination of excess water under any weather or temperature condition from the

indoor housing facilities. Such system shall be connected to a sanitary sewer or septic tank system which conforms to standards of county building codes.

- f. Be maintained in a clean and sanitary condition, with the use of a safe and effective disinfectant in cleaning.

Outdoor facility conditions shall:

- a. Be constructed to provide shelter from excessive sunlight, rain, snow, wind, heat, cold or other elements.
- b. Be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.
- c. Contain a suitable supply of drainage and be constructed to prevent an accumulation of water, mud, debris, excreta or other material, capable of being kept clean and sanitary, and shall be kept so.
- d. Be enclosed by walls or fences sufficient to keep animals within and to prevent entrance of other animals.

11. In accordance with law and the following process and procedures Washougal will:

- a. Be responsible for the return of impounded animals to the proper owner and custodian thereof pursuant to the provisions of Camas City Code (Chapter 6 Animals)
- b. Euthanize or place for adoption animals not claimed or redeemed within the time set forth within the Camas City Code. Washougal agrees to provide for euthanization of said animals, utilizing trained personnel, by use of a humane means that is acceptable to Camas, not to include the use of a decompression chamber. No live animals shall be used, sold or donated for experimental purposes.
- c. Before releasing an animal subject to licensing, under Camas City Code 6.08, Washougal shall determine whether the animal has a valid license and whether the impounding authority has identified any

outstanding civil penalties, resulting from the issuance of Notices of Violations, against the owner or custodian concerning the animal, which shall be due and shall be paid before the animal is released. Upon payment of said licenses and fees, Washougal shall supply a pre-numbered receipt to the person to whom the animal is released up on a form provided by the applicable City designated Animal Control Agent showing payment of the current Camas license fees (if the animal had been unlicensed) and civil penalties and showing payment of any Camas redemptions fees as set by Camas City Code (Title 6 Animals). A copy of each such receipt and license fee shall be transmitted to the Camas Finance Department. Nothing in this section shall preclude a resident from using the appeals procedure provided in Camas City Code Title 6, if applicable.

- d. Appoint an administrator who shall have full operational control and be responsible for the day-to-day operation and management of the facility. Personnel required to carryout this agreement shall be directly hired and retained by Washougal. Volunteers may be used in addition to paid or otherwise compensated staff.
- e. Comply with all applicable requirements set forth in Camas City Code.
- f. Develop and keep current procedure and training manuals to demonstrate procedures for daily shelter operations, animal adoptions and public education programs. An up-to-date copy of each such manual shall be submitted for review to Camas. Thereafter an informational copy of any substantive changes to a manual shall be forwarded to the Camas Police Department not less than ten (10) working days prior to implementation of the changes.
- g. Operate in accordance with any zoning and health standards set by state or local law. Comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, workers' safety and all other

legal requirements governing employee relations and working conditions.

- h. Act as an agent in the sale of animal licenses for Camas and remit the license fees to Camas quarterly.
- i. Upon release of any animal, whether by redemption or adoption, Washougal shall collect and safeguard fees as established by Camas City Code and their policies. Collection of fees shall be duly noted on the Animal Custody report and Camas approved receipt forms.
- j. Not enter into any other agreements that would infringe upon its ability to fulfill contractual requirements without prior consent of Camas.
- k. Not assign this Agreement or the subject matter thereof without first securing consent from Camas.
- l. Agrees to cooperate with the Southwest Washington Health District on actions pertaining to animals and quarantine; to assist the Camas City Clerk, and the Camas City Attorney in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance pertaining to animal control, including licensing and registration.
- m. Provide services associated with animal sheltering. The services include, but are not limited to:
  - i. Record Keeping
  - ii. Animal Receiving- history
  - iii. Identification requirement/In shelter tracking
  - iv. Lost & Found
  - v. Health Care & Adoption
  - vi. Vaccination/health check
  - vii. Adoption
  - viii. Spay & Neuter Referral
  - ix. Agrees to utilize a complaint tracking system to provide for the substance and resolution of citizen complaints.



12. INDEMNIFICATION/INSURANCE REQUIREMENTS

- a. Washougal shall maintain liability insurance at standard levels provide by the Washington Cities Insurance Agency (WCIA) or equivalent. Should Washougal withdraw from membership in WCIA they shall provide Camas with a one-year notice.
- b. Washougal does release, indemnify and promise to defend and save harmless Camas, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims, including costs and reasonable attorney's fees incurred by Camas, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement, In making such assurances, Washougal specifically agrees to indemnify and hold harmless Camas from any and all bodily injury claims brought by employees of Washougal , and expressly waives its immunity under the Industrial Insurance act as to those claims which are brought against Camas. Provided, however, this paragraph does not purport to indemnify Camas against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of Camas, its elected officials, officers, employees and agents.

13. ACCOUNTABILITY

- a. By the 10<sup>th</sup> of each month following services, Washougal shall submit to Camas through the Animal Control Department, reports reflecting the number of animals handled for Camas, their source, their disposition and a brief narrative highlighting the months activities. Camas shall provide the format for these report or the forms themselves.
- b. Washougal shall submit to both regular and random performance and financial audits by Camas regarding this Agreement. Reports of such

audits will be a public record and may have a bearing upon contract continuation and/or extension. Camas shall retain the right to inspect all records and to investigate any matter involving the care of animals or any matter involving the animal shelter agreement.

- c. Washougal shall make available for Camas inspection at any reasonable time all records relating to the services, inspection, care provided, reports, etc and/or Camas business. All such reports shall remain the property of Camas. Those records, which are public documents, shall be made available to members of the public upon request to Camas in accordance with the Public Disclosure Act, RCW Chapter 42.17.
- d. Washougal shall handle and process documents and revenues from animal impounds, redemption, adoption and licenses issued.
- e. If requested by Camas or their designee, Washougal shall arrange to have the Shelter inspected by a veterinarian licenses to practice in the State of Washington and shall file a report of such inspection, signed and dated by the inspecting veterinarian.
- f. Washougal agrees that Camas officials, employees and agents shall have unrestricted access to the Shelter in order to verify compliance with the terms of this agreement.

14.        CONSIDERATION

- a. For the services provided to Camas in this Agreement, Camas agrees to pay according to section 3 above.

15.        GENERAL

- a. The parties intend that an independent contractor relationship between Washougal and Camas will be created by this Agreement. No agent, employee, or representative of Washougal shall be deemed to be an employee, agent, or representative of Camas for any purpose, and the employees of Washougal are not entitled to any of the benefits Camas

provides for Camas employees. Washougal will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

- b. Washougal is not an employee of Camas and is not eligible for any employee benefits. Washougal is responsible for all taxes applicable to this Agreement.
- c. Washougal is not an agent of Camas and does not have authority to bind Camas to any fiscal or contractual obligation.

16. FINANCIAL CONTRIBUTION

- a. The City of Camas shall remit according to section 3 above, on a semi-annual basis. The City of Washougal shall invoice the Finance Department of the City of Camas with the details of expenditures for the proceeding six-month period. The invoice for the second six (6) month period shall be provided no later than January 1- to allow the City of Camas to include the expenditure in the budget for the current year. No expenditures exceeding the agreement upon yearly budget shall be authorized, except as may occur in an emergency, provided that such emergency funding is first authorized by each Council.

17. SEVERABILITY

- a. If any section or part of this agreement is held by a court to be invalid, such action shall no affect the validity of any other part of the agreement.

18. WITHDRAWAL OF PARTICIPATION

- a. Either City may terminate participation in the joint animal program by giving six (6) months notice prior to separation.

19. AMENDMENTS

a. This agreement may be amended from time to time after approval of the City Council of both cities.

20. NOTICES:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City:

City of Washougal

1701 "C" Street

Washougal, WA 98671

Contractor:

City of Camas

PO Box 1055

Camas, WA 98607

DATED this 9<sup>th</sup> day of September, 2013.

**CITY OF WASHOUGAL, a Municipal Corporation**

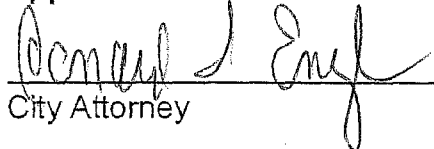
BY: 

\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Finance Director

Approved as to Form:

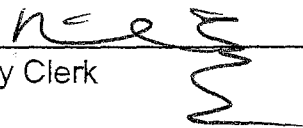
  
\_\_\_\_\_  
City Attorney

**CITY OF CAMAS, a Municipal Corporation**

BY: 

\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved as to Form:

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