


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator 

DATE: April 16, 2012

SUBJECT: Regional Services Agreement for Animal Services; City of Port Townsend;
up to \$22,000.

STATEMENT OF ISSUE:

The Board of County Commissioners is requested to approve an Interlocal Agreement (ILA) for companion animal shelter and related services with the City of Port Townsend consistent with a new agreement with the Humane Society of Jefferson County.

ANALYSIS:

Under the proposed ILA, the County will provide companion animal services consistent with a proposed agreement of the County with the Human Society. Under the Humane Society agreement, the Humane Society will provide services for animals originating within the City at the County-owned Animal Shelter at 112 Critter Lane, near the County transfer station.

The proposed ILA with the City also provides for:

- The Humane Society to maintain records and provide access to the City;
- The City to pay the County up to \$20,000 per year for the service, and the County shall transfer that amount to the Humane Society for Shelter operations. The City's \$20,000 payment will be reduced and offset by the amount of City license fees the Humane Society collects;
- The City to pay the County an administrative overhead fee of 10% (\$2,000);
- Authorizing the Humane Society to be an agent for the collection of City license fees;
- Authorization for the Humane Society to charge people reasonable fees for adopting animals;
- Allows the Humane Society to charge the City a boarding fee for dogs and cats impounded by the City more than 5 days; and
- Dispute resolution.

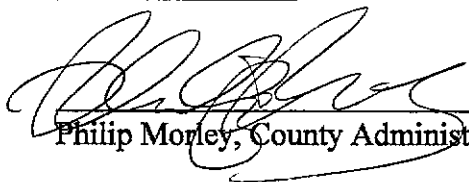
FINANCIAL ANALYSIS:


The County shall receive \$2,000 for the administrative overhead of this ILA.

RECOMMENDATION:

It is recommended that the Board of County Commissioners pass a motion authorizing execution of the proposed Regional Services Agreement for Animal Services.

REVIEWED BY:


Philip Morley, County Administrator


Date

REGIONAL SERVICE AGREEMENT

(Animal Services)

by and between

Jefferson County

and

the City of Port Townsend

THIS AGREEMENT is entered into by and between the City of Port Townsend, a municipal corporation of the State of Washington (hereinafter referred to as the City), and Jefferson County, a municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the County), for certain Regional Services as described.

RECITALS

WHEREAS, Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the City and the County agree that providing certain services on a regional basis will provide more efficient, effective, and less costly services for citizens within both the City and unincorporated portions of the County, thereby better serving the public; and

WHEREAS, these regional services are in addition to statutory services provided by Jefferson County, as a political subdivision of the State, on behalf of all the citizens of the County funded by County property taxes levied on properties within Port Townsend; and

WHEREAS, the level of funding provided by the City for this AGREEMENT controls and dictates, to some extent, the scope and quantity of services that the County is capable of providing pursuant to this AGREEMENT, the City shall make all good faith efforts to fund this AGREEMENT in the full amount listed below and shall notify the County in writing as soon as reasonably and practicably possible if and when it finds it cannot; and

WHEREAS, the City adopted Resolution 99-076 and the County adopted Resolution 96-99 declaring an Intent to Facilitate and Examine Joint Ventures of Common Service Programs Jointly with City of Port Townsend; and

WHEREAS, it is the goal of the City and County to serve their citizens by providing such regional type services on an equitable cost basis; and

WHEREAS, the City and the County have the technical and professional expertise to provide services described in this agreement;

NOW, THEREFORE, in Consideration of the Mutual Covenants Contained Herein, and pursuant to provisions of Ch. 39.34 RCW, the parties agree as follows:

AGREEMENT

- 1. PURPOSE.** It is the purpose of this AGREEMENT to provide the City with Animal Shelter Services by contracting for said services from the County, and to set forth the powers, rights, and responsibilities of the parties to this AGREEMENT.

2. **DURATION.** This AGREEMENT shall be in effect for the period January 1, 2012 to December 31, 2012. The AGREEMENT may be extended by mutual written agreement for a period, compensation amount and other terms as the parties may agree.
3. **SUPERSEDES.** This AGREEMENT supersedes all previous agreements or amendments relating to Animal Shelter Services.
4. **COUNTY PERFORMANCE.** The County agrees as follows:
 - 4.1 The County shall provide companion animal shelter and related services to the City consistent with this Agreement, and consistent with the Agreement or license for shelter and related services between the County and the Humane Society of Jefferson County WA, a non-profit corporation.
 - 4.2 County agrees that pursuant to its contract or license with the County, the Humane Society shall maintain records and statistics of the operation of said contracted services for administrative and financial purposes. The Human Society shall, upon request of the City, furnish a report of activities and finances related to said activities, but need not do so more than once per quarter.
 - 4.3 The County shall operate and maintain said services in accordance with all applicable state laws, regulations, and codes.
5. **CITY PERFORMANCE.** The City agrees as follows:
 - 5.1 To contract for and reimburse the County for companion animal shelter and related services per the amount as shown below. Reimbursement shall be made as follows: quarterly payments shall be made April 30, July 1, October 1, and December 1 of each year, paid against an invoice from the County.

The base quarterly amount is \$5,000 (\$20,000 total for the year). Each quarterly payment would be offset by all City license revenue the Humane Society receives from City residents for the quarter as the net quarterly amount. (The City would not collect any license fees.) For example, the invoice for Q1 would be \$5,000 MINUS the City license revenue received by the Humane Society in Q1. The net quarterly amount received by the County shall be paid by the County to the Humane Society for use by the Humane Society to support its companion animal shelter and related services related to the City.

In addition to the net quarterly amount, the City shall pay a quarterly administrative overhead fee of 10% of the base quarterly amount as the County's administrative overhead to administer this Agreement.

- 5.2 City and County acknowledge that animals impounded by City personnel or on behalf of the City and awaiting disposition by the courts will be held for up to 5 days without additional charge. For animals so impounded, after 5 days, board will be charged to the City by the Humane Society at the rate of \$10 per day for a dog and \$5 per day for a cat. The Humane Society shall compile each quarter the boarding fees and emergency care costs incurred with respect to animals impounded by City personnel and, bill the City for such costs, said bill to be paid against a Humane Society invoice.

Until the Humane Society takes custody of the animal, the City is responsible for all emergency care of any animal that the City impounds. The City will be responsible for payment of care for impounded animals taken by the City to veterinary clinics by its personnel prior to admittance to the Shelter.

5.3 City hereby agrees the Humane Society of Jefferson County, while contracted or licensed by the County, shall act as an agent in the sale of animal licenses for City and shall collect fees as established by the City. Licenses must be purchased for all dogs and, if requested, for cats. The Humane Society shall keep all fees collected from City licenses and shall maintain an accurate license database and provide the City a monthly report of City licenses sold. The City license fee receipts shall be used exclusively for the Humane Society services.

5.4 City hereby authorizes the Humane Society, while contracted or licensed by the County, to provide services for companion animals turned in by City of Port Townsend personnel or residents of Port Townsend. The Humane Society may charge reasonable fees, if any, that it may require, to person who adopt an animal (for example, adoption fees, boarding fees.). The County or City shall have no additional financial responsibility for costs associated with those services, including but not limited to medical costs, and increased facility or utility costs.

6. LIABILITIES.

Except for liability that is subject to immunity as provided in Chapter 38.52 RCW, each party shall indemnify, defend and hold harmless the other parties, their officers, agents, employees, and volunteers, from and against any and all claims, demands, damages, judgments, losses, liability and expense (including, attorney's fees), including but not limited to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of the party, its officers, employees, agents and volunteers. The County shall be solely responsible under this AGREEMENT for operation of the shelter and agrees to defend, indemnify, and to hold the City from any claims directly or indirectly resulting from the operation of the shelter.

Except as provided above, in the event more than one party is responsible or negligent, each party shall be responsible in proportion to its negligence.

It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City and the County.

7. DISPUTES BETWEEN THE PARTIES. The following dispute resolution mechanisms shall govern this agreement:

7.1 Should a dispute arise between the City and the County, the parties may resolve the same by submitting the dispute for resolution by negotiation between the parties or non-binding mediation through the Peninsula Dispute Resolution Center. The mediator shall be selected by mutual agreement of the parties and the cost of mediation shall be shared equally between the parties. Should the parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the parties agree to abide by arbitration before one disinterested arbitrator. The arbitrator may be jointly agreed to, or chosen from a list provided by the American Arbitration Association or other jointly acceptable dispute resolution firm or agency. The non-prevailing party in arbitration shall pay all of the arbitrator's fees and charges. The arbitrator shall be empowered to determine the "prevailing party" if any. If neither party is deemed to be the prevailing party then each party shall bear its own portion of the arbitrator's fees and charges.

7.2 In any event each party involved in the dispute resolution shall bear their own attorneys fees and other costs.

8. MODIFICATION, WITHDRAWAL AND TERMINATION. This agreement may be terminated, modified or extended in duration by mutual written agreement of the parties.

9. **GENERAL TERMS.** The following general terms shall govern this agreement:

9.1 This AGREEMENT contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT.

9.2 Nondiscrimination; Equal Employment Opportunity.

9.2.1 In the performance of this AGREEMENT, the parties and their employees and agents shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

9.2.2 Without limiting the generality of the foregoing, the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, handicap or marital status, and as required by law the parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, handicap or marital status.

9.2.3 Further, the parties and their employees and agents shall not at any time discriminate against any other persons or entity because of race, color, religion, age, sex, national origin, handicap or marital status, nor shall the parties engage in or knowingly permit their agents and employees to engage in sexual harassment.

9.2.4 The parties shall keep and maintain any and all records which may be required by law in connection with compliance with this section.

9.3 **Wage and Hour Laws.** The parties shall at all times comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and any other federal or state legislation affecting its employees, and the rules and regulations issued there under, insofar as applicable to its employees.

10. MUTUAL OBJECTIVES. Each party agrees to aid and assist the other in accomplishing the objectives of this AGREEMENT.

11. BINDER. This AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, we here unto attach our signatures this ____ day of _____ 2012.

CITY OF PORT TOWNSEND

JEFFERSON COUNTY

BOARD OF COMMISSIONERS

David Timmons, City Manager

John Austin, Chairman

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

John Watts, City Attorney

David Alvarez 4/9/2012

David Alvarez, Deputy Prosecuting Attorney

ATTEST:

ATTEST:

Pam Kolacy, City Clerk

Raina Randall, Deputy Clerk of the Board