

AFTER RECORDING RETURN TO:

Kim Gerhardt, Police Legal Advisor
City Attorney's Office
Tacoma Municipal Building
747 Market Street, Room 1120
Tacoma, WA 98402

**INTERLOCAL AGREEMENT FOR ANIMAL COMPLIANCE AND CONTROL
AND PET LICENSING SERVICES**

This Agreement is entered into between the CITY OF FIRCREST, a municipal corporation (hereinafter "Fircrest"), and the CITY OF TACOMA, a municipal corporation (hereinafter "Tacoma") in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

Fircrest and Tacoma currently receive animal control and pet licensing services from the Tacoma-Pierce County Humane Society. The Tacoma-Pierce County Humane Society will no longer provide these services as of January 1, 2006. The respective legislative bodies of Fircrest and Tacoma have determined that it is in the best interests of the parties to provide animal control and pet licensing services through Tacoma. For purposes of this agreement, "animal control and pet licensing services" means regulations to control domestic dogs and cats, including owners thereof, and to license domestic dogs and cats.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, the parties hereby agree as follows:

1. Administration. The administration of the facilities and personnel necessary to carry out the operations as to animal compliance and control required by this Agreement shall be conducted by the Chief of the Tacoma Police Department, or the Chief's designee. The administration of the facilities and personnel necessary to carry out the licensing operations required by this Agreement shall be conducted by the Manager of the Tax and License Division of the Tacoma Finance Department, or the Manager's designee.

2. Term. This Agreement shall be effective January 1, 2006, or as agreed by both parties, and shall continue indefinitely with a minimum term of one (1) year. In the event either party shall desire to terminate this Agreement at the end of the one (1) year term, such party shall give to the other party three (3) months' written notice of termination prior to the expiration of the term. The word "term," as used in this Agreement, shall include any extension of the initial one (1) year term.

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3. Services To Be Provided By Tacoma. Tacoma shall provide animal control and pet licensing services to all properties and persons within Fircrest, except with regard to barking dogs, for which Fircrest will retain sole responsibility. The remaining services shall be provided on the same basis as similar services are provided within Tacoma, but Tacoma assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergency calls within the Fircrest service area, whereby the facilities and personnel are taxed beyond their ability to render equal protection, the officers and agents of Tacoma shall have discretion as to which call shall be answered first and shall be the sole judge as to the most expeditious manner of handling and responding to such calls. Tacoma shall furnish all personnel and equipment required to perform the services provided under this Agreement.

4. Response Procedures. Tacoma will provide animal compliance and control response services within the Fircrest City limits consistent with existing Tacoma response procedures and with such improved procedures that may be initiated from time to time by Tacoma in the future. At the present time, the response services shall include the following:

4.1 Fircrest shall continue to maintain its non-emergency telephone number or LESA dispatch to deal with barking dogs. Tacoma will maintain a distinct telephone number for all Tacoma and Fircrest citizen inquiries regarding animal control and pet licensing services. Animal control officers will be on duty to patrol and respond to calls throughout Tacoma and Fircrest, Monday through Sunday, between the approximate hours of 8 a.m. and 10 p.m. In the event that a shift is unfilled due to illness or other unforeseeable events there will be an Animal Control and Compliance Officer available for emergencies via pager.

4.2 An animal control officer will be available for emergency call-out to police officers of Tacoma and Fircrest during off-duty hours.

4.3 Tacoma will employ regular, full-time field staff who shall enforce Washington State laws prohibiting cruelty to animals and Fircrest ordinances pertaining to control and licensing of domestic animals and facilities, regulated by the Fircrest Municipal Code, by investigating complaints, impounding domestic animals, securing evidence of suspected violations, preparing written reports of suspected violations, furnishing on request such reports to the appropriate Fircrest officials, and testifying and providing expert witnesses as needed. In partial consideration thereof, Fircrest will endeavor, by the effective date of this Agreement, to revise its animal control ordinances to conform to those of Tacoma, Tacoma Municipal Code Title 17, Chapters 17.01 through 17.05.

4.4 Tacoma animal control officers will coordinate with Fircrest Public Works Department or other Fircrest personnel regarding the removal of deceased animals to the Humane Society shelter.

4.5 Tacoma will maintain vehicles to be used for the enforcement of the laws of Washington State and the ordinances of Fircrest as they pertain to domestic animals.

4.6 It is understood that the foregoing constitutes all of the animal compliance and control services to be provided by Tacoma. Fircrest retains sole responsibility for livestock and exotic animals.

5. Licensing Procedures. Tacoma, through the Tax and License Division of its Finance Department, shall issue renewal notices to all known Fircrest pet owners who have not renewed pet licenses for 2006, commencing January 1, 2006.

5.1 Tacoma will issue permanent dog and cat licenses showing the month of license expiration and collect the appropriate license fees throughout Fircrest, to include canvassing of Fircrest; provided that, Fircrest will share in the public education and information effort regarding licensing, spay/neuter programs, transition from the Humane Society to Tacoma, and other topics as deemed appropriate by the parties.

5.2 Tacoma will keep computer records of all dog and cat license receipts issued by Tacoma and maintain complete records of licenses issued, fees collected, complaints received, and investigations conducted by Tacoma. Tacoma agrees to make its records of investigations available for inspection by Fircrest at reasonable times and to furnish reports to Fircrest, and to provide, within reason, such other data as Fircrest requests. It is understood that at this time, it is not possible for Fircrest data to be broken out from that collected for Tacoma and Fircrest.

6. Payment By Fircrest For Services. In consideration for the services provided by Tacoma, Fircrest shall pay a monthly service charge to Tacoma. The service charge for 2006 shall be \$600.00 per month. Subsequent monthly service charges shall be adjusted as provided in paragraph 7. As additional consideration for the services provided by Tacoma, Tacoma shall collect and retain all pet license fees collected from Fircrest citizens.

7. Increase in Base Charge. As promptly as practicable at the end of each year during the term of this Agreement, Tacoma shall compute the increase, if any, for continuation of its services under this Agreement. Increases shall be based upon such factors as the number of calls for service from Fircrest, the type of calls for service or investigation, and the increased costs to Tacoma. It is understood

between the parties that even during this first year, costs may increase. Both parties agree to negotiate in good faith to ensure that each city bears its own costs for animal control and pet licensing services to its citizens.

8. Shelter Excluded. It is understood that Fircrest will retain sole responsibility for shelter of animals and will independently contract with the Tacoma-Pierce County Humane Society for these services for 2006. The parties further agree to assist in the formation and to participate in a "Shelter Oversight Committee" to be formed with Tacoma-Pierce County Humane Society representatives, Tacoma representatives, Pierce County representatives, and representatives of other entities to facilitate communication and cooperation in animal shelter concerns.

9. Liability. Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only, and shall indemnify and hold the other party and its personnel and officials harmless from all costs, expenses, losses, and damages, including cost of defense, incurred as a result of any acts or omissions of such party relating to the performance of this Agreement.

10. Modification. This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of the Agreement, the party shall provide 90 days' notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period. The initial term of the Agreement provided in Paragraph 2 may not be renegotiated without the consent of both parties. It is expressly understood that unless both parties agree to the renegotiated terms, the Agreement shall continue in full force without modification.

11. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

11.1 Notice to Tacoma shall be sent to:

Police Chief, Tacoma Police Department
3701 South Pine Street
Tacoma, WA 98409

11.2 Notice to Fircrest shall be sent to:

City Manager, City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6999

12. Arbitration. Any controversy which shall arise between Tacoma and Fircrest regarding the rights, duties, or liabilities under this Agreement of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator, if one can be agreed upon; otherwise, before three disinterested arbitrators, one named by Tacoma, one named by Fircrest, and one named by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with Washington State laws as applied to the facts found by the arbitrator or arbitrators.

13. Litigation or Arbitration Costs and Fees. In the event of litigation or arbitration concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court or arbitrators.

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14. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

DATED this 13th day of December, 2005.

CITY OF FIRCREST

Susan L. Clough
Susan L. Clough, City Manager

Attest:

Rick Rosenblatt
Rick Rosenblatt, City Clerk

Approved as to form and legality:

Michael B. Smith
Michael B. Smith, City Attorney

CITY OF TACOMA

Eric A. Anderson
Eric A. Anderson, City Manager

Steve Marcotte
Steve Marcotte, Director
Finance Department

Debbie Dahlstrom
Debbie Dahlstrom, Risk Manager

Attest:

Doris Sorum 12-13-05
Doris Sorum, City Clerk

Approved as to form and legality:

K. B. Gerhardt
K. B. Gerhardt
Assistant City Attorney