INTERLOCAL AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY FOR ANIMAL SHELTER SERVICES

This Interlocal Agreement for the provision of animal shelter services is made and entered into on the __ day of January, 2017, by and between the City of Ellensburg (hereinafter "Ellensburg"), and Kittitas County (hereinafter the "County"), collectively the "parties."

WHEREAS, the City of Ellensburg owns an animal shelter ("Shelter") which is used by both City of Ellensburg and Kittitas County residents; and

WHEREAS, the City of Ellensburg and Kittitas County desire to continue in effect their contract for the performance of certain animal shelter services as described herein, on the same terms and conditions as agreed upon in their immediate past agreement, except with regard to the amount of compensation which should be increased by two percent (2%) in each year of this Agreement;

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, it is hereby agreed as follows:

1. **Services.** Ellensburg shall provide animal shelter services to the County and its residents according to Ellensburg Police Department Policy. Shelter services shall include care, housing and disposition of lost, stray or owner released animals, holding of dangerous or confiscated animals, and related services. Dispositions will include adoption, return to owner, transfer to rescue or euthanasia. Ellensburg's provision of shelter services to the County and its residents under this Agreement shall be performed in accordance with Ellensburg City Code (ECC) section 5.30.160 pertaining to impoundment, violation notices and adoption of animals. All fees collected by Ellensburg in accordance with ECC 5.30.160 will be retained by Ellensburg for operation of the Shelter. The parties understand and agree that this shelter services Agreement does not include animal control functions or enforcement.

2. **Compensation**. Fifty Two Thousand, Eight Hundred and Eleven Dollars ($52,811.00) shall be paid by the County to Ellensburg for shelter services, for 2017, an increase of two percent (2%) over 2016. During 2018, the County agrees to pay Ellensburg the sum of Fifty Three Thousand, Eight Hundred and Sixty-Seven Dollars ($53,867.00), an increase of two percent (2%) over 2017. During 2019, the County agrees to pay Ellensburg the sum Fifty Four Thousand, Nine Hundred and Forty-Four Dollars ($54,944.00), an increase of two percent (2%) over 2018.

3. **Payment.** Ellensburg shall bill the County quarterly. The County shall pay to Ellensburg on a quarterly basis said charges as outlined in paragraph 2 above.

4. **Receipt of animals.** Ellensburg shall make provisions to receive animals at the Shelter from the Kittitas County Sheriff's Office at all times of the day or night.

5. **Maintenance of records.** Ellensburg shall keep records and statistics of all animals turned over to its Shelter, which records shall include the place of origin of the animal. These records will be available to the County for inspection upon request.

6. **Indemnification.**

(a) Ellensburg shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of Ellensburg, its officers, agents, and employees, or any of them, in the handling of animals at the Ellensburg Animal Shelter. Inthe event that suit based upon such a claim, action, loss or damage is brought against the County, Ellensburg shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of government or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and Ellensburg and its respective officers, agents, employees, or any of them, Ellensburg shall satisfy the same.

(b) The County shall indemnify and hold harmless Ellensburg and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them, in the transferring to Ellensburg custody of any County animals for housing in the Ellensburg Animal Shelter. In the event that suit based upon such a claim, action, loss or damage is brought against Ellensburg, the County shall defend the same at its sole cost and expense; provided that Ellensburg retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Ellensburg, and its officers, agents, and employees, or any of them, or jointly against Ellensburg and the County and its respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7. **Duration.** The term of this Agreement shall be for three (3) years, from January 1, 2017 and ending on the December 31, 2019. The amount of compensation set forth in section 2 herein for 2017, and all actions taken in pursuance thereof, are hereby ratified and confirmed.

8. **Termination.** This Agreement shall remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of termination. Charges will be pro-rated for any portion of a quarter that shelter services are provided should such cancellation occur.

9. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

10. **Future Support.** Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

11. **Compliance with Laws**. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State and Federal laws and ordinances.

12. **Relationship of the Parties**.

(a) No agent, employee or representative of Ellensburg shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of Ellensburg are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of Ellensburg for any purpose, and the employees of the County are not entitled to any of the benefits Ellensburg provides to Ellensburg employees.

(b) In the performance of the work herein contemplated, the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

13. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

14. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

15. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16. **Severability**. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF ELLENSBURG

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

KITTITAS COUNTY

By: _____
Obie O'Brien, Chairman 9/20/16

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

_____
Clerk of the Board

Approved as to form:

_____
County Prosecutor