

**INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL CONTROL SERVICES**

This Agreement is made and entered into this 21st day of March, 2023 by and between by the City of Lakewood, a municipal corporation (Contractor) and The City of DuPont, a municipal corporation (DuPont).

WHEREAS, the parties hereto have determined that it would be in the best interest of the citizens within their respective jurisdictions to enter into an agreement to provide animal control services in the absence of assistance from the Tacoma-Pierce County Humane Society Shelter; and

WHEREAS, DuPont agrees to share in the costs and the services of Animal Control and Rescue Officers employed by the City of Lakewood by paying costs proportional to services received; and

WHEREAS, the Animal Control and Rescue Officers time will be allocated proportionally as detailed in Attachment A to be determined annually; and

WHEREAS, the City of Lakewood is willing and able to provide animal control and rescue services.

NOW, THEREFORE, the Parties agree as follows:

ITEM ONE. Scope of Services. The City of Lakewood, hereinafter referred to as Contractor, shall provide the following type of animal control services to The City of DuPont, hereinafter referred to as DuPont:

- a. Enforcement of animal control laws including testimony at subsequent related hearings;
- b. Coordination of animal licensing subject to Section 5.2 of this Agreement;
- c. Securing aid for any injured animals;
- d. Removal of dangerous or potentially dangerous domestic animals; and
- e. Removal of dead animals from private property. Parties agree to coordinate removal of dead animals from public property through their public works or other assigned departments.

DuPont agrees to hold its own hearings and otherwise agrees to provide a hearings examiner, to schedule, mail notification, hold and track related hearings. Costs associated with hearings and related appeals are the responsibility of DuPont.

The Contractor will provide the required office space, supplies, and related equipment necessary to accomplish the animal control program. The parties agree to work together to establish hours of service for Animal Control Officers.

ITEM TWO. Time and Manner of Performance. The Contractor shall perform animal control services in a timely manner based upon hours of operation agreed upon by the parties. To facilitate this agreement, DuPont shall grant a limited commission to both of the City of Lakewood Animal Control Officers upon execution of this agreement for the duration of the contract.

ITEM THREE. Term. The term of this Agreement shall run for three (3) years from the date of execution of this agreement. In the absence of written termination by either party, the Agreement shall continue from year to year. This Agreement shall be reviewed annually to discuss work sharing and costs.

ITEM FOUR. Termination. Prior to the expiration of the Term, this Agreement may be terminated immediately with or without cause by either party. The Contractor may cancel this Agreement only upon ninety (90) days prior written notice to the parties. In the event of such early termination, the total compensation owed the Contractor shall be prorated.

ITEM FIVE. Compensation.

- 5.1 DuPont will pay an assessment to cover the costs of animal control activities to include costs related to salaries, benefits and overtime, support staff, equipment and supplies, training and travel expenses, licensing and fleet costs related to this agreement as reflected in Attachment A.
- 5.2 All licensing for the City of DuPont shall be conducted solely by that City.
- 5.3 All payments shall be made payable to the City of Lakewood; 6000 Main Street; Lakewood, WA 98499. The City of Lakewood will provide an invoice to DuPont. Payment is due no later than thirty (30) days after receipt of the invoice.

ITEM SIX. Compliance with Laws. The Contractor shall comply with and perform the animal control services in accordance with all applicable federal, state and local laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing, or hereafter adopted or amended by the specific municipality in which services are being provided.

ITEM SEVEN. Warranty. The Contractor warrants that its officers have the requisite training, skill and experience necessary to provide the Services. The Contractor agrees to provide services at the time agreed upon by the parties and in a manner consistent with standards of care related to animal control services and according to the standards and policies of the City of Lakewood.

ITEM EIGHT. Indemnification.

- 8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold DuPont, their elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and

all attorney fees) to or by any and all person or entities, including, without limitation, their respective agents, licenses, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement.

- 8.2 City Indemnification. DuPont agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of the City, its employees or agents.

ITEM NINE. Non- Discrimination. Parties shall not discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

ITEM TEN. Insurance. The Contractor agrees to carry, at a minimum, general liability with combined single limits of liability not less than \$1,000,000 for damages sustained by reason or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

The Contractor shall provide certificates of insurance, concurrent with the execution of this Agreement, evidencing such coverage and, at either party's request, furnish the requesting party with all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing they may not be materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the parties.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

ITEM ELEVEN. Books and Records. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by either party to assure proper accounting of all funds paid pursuant to this Agreement. Specifically, the Contractor will provide monthly reports on revenue and service levels. These records shall be subject, at all reasonable times, to inspection, review or audit by party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

ITEM TWELVE. Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect to the transaction contemplated hereby and supersedes all prior agreements between the parties with respect to such subject matter.

ITEM THIRTEEN. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's duly authorized representative(s) ad specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of any party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereto pursuant to this Agreement.

ITEM FOURTEEN. Assignment. Neither party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

ITEM FIFTEEN. Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington.

ITEM SIXTEEN. Costs to Prevailing Party. In the event of such litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable cost and attorney's fees.

ITEM SEVENTEEN. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

ITEM EIGHTEEN. Administration of Agreement. This Agreement shall be administered by Douglas Newman, Chief of Police, on behalf of the City of DuPont and by the City Manager of the City or designee on behalf of the City of Lakewood. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

City of DuPont
1700 Civic Drive
DuPont, WA 98327

ITEM NINETEEN. Severability. Any provision or party of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ITEM TWENTY. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Attachment A

Annual charges for Lakewood Animal Control

Charges are on a per capita basis and are based on population as provided by the Washington State Office of Financial Management. The amount was determined by historical costs for total animal control services and includes salary and benefits, equipment, training, clerical support, and administrative oversight.¹ Charges will increase at a rate of 2% per year to account for increases in costs to the City of Lakewood.

Cost per capita: \$3.33

Dupont population (2023): 10,180

2023 Annual cost (excluding financial processing fee): \$33,900

Financial processing fee: \$2,000 per year

2023 Total annual cost for services: \$35,900

¹ Because Humane Society contract are negotiated separately, those costs are not included in this attachment and those services and Humane Society services are not a part of this agreement.