

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SUNNYSIDE AND THE CITY OF GRANDVIEW FOR
ANIMAL CONTROL AGREEMENT**

WHEREAS, the City of Grandview and City of Sunnyside have agreed upon the terms set forth in an Animal Control Agreement; and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Animal Control Services Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to enter into an Animal Control Agreement with the City of Sunnyside in the form attached hereto and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

Ashley Lara

ATTEST:

Cecilia Klavin

CITY CLERK

APPROVED AS TO FORM:

[Signature]

CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SUNNYSIDE AND THE CITY
OF GRANDVIEW FOR
ANIMAL CONTROL
AGREEMENT**

This agreement is made and entered into this 8th day of January 2024, by and between the **CITY OF SUNNYSIDE**, a municipal corporation, hereinafter referred to as “Sunnyside”, and the **CITY OF GRANDVIEW**, a municipal corporation, hereinafter referred to as “Grandview”;

WHEREAS, the Revised Code of Washington Chapter 39.34 allows local governments to enter into Interlocal Agreements to make the most efficient use of their powers through mutual cooperation; and

WHEREAS, Sunnyside operates and provides Animal Control Officers designated to serve the City of Sunnyside; and

WHEREAS, Sunnyside is willing to provide animal control services to Grandview in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of Sunnyside to enter into a contract to provide Animal Control Services to Grandview in accordance with the terms and conditions of the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Sunnyside and Grandview as follows:

1. Animal Shelter Services

a. Impounded Animals. On delivery by Grandview, Sunnyside shall board all animals impounded by the designated Animal Control Officers at its animal shelter. Sunnyside shall keep accurate records of all animals impounded by the designated Animal Control Officers that are delivered to its animal shelter. Sunnyside shall submit a monthly report of all animals impounded, the date delivered to the animal shelter, the number of days impounded, the date of release, and/or the date euthanized.

b. Stray Animals. Sunnyside shall keep accurate records of all stray animals picked up within Grandview limits and delivered to its animal shelter.

c. Owner Surrendered Animals. Sunnyside shall also keep accurate records on all owner-surrendered animals accepted at its animal shelter and originating within Grandview limits.

d. Unclaimed Animals. Unclaimed animals impounded by Sunnyside and delivered to the animal shelter shall become the property of Sunnyside. All dogs without any form of ID (License, ID Tag, Microchip etc.) will be held for three (3) days. All dogs with some form of ID (license, ID Tag, microchip etc.) will be held for

five (5) days excluding Sundays, and legal holidays

e. Disposal of Dead Animals. Upon delivery by Grandview, Sunnyside shall properly dispose of all dead animals (dogs, cats, and other animals of similar size) picked up by the designated Animal Control Officer. Sunnyside shall provide a means of proper disposal for these dead animals at no additional cost to Grandview.

f. Redemption of Animals. The owner of any redeemed animal shall be responsible for the boarding charges and impound fees for such animal. Grandview shall not be responsible to Sunnyside for any fee in connection with a redeemed animal, with the exception of the \$15.00 per day fee incurred in cases of legal holds in which an animal stays at the shelter after the ten-day mandatory period. In cases where the animal is redeemed after a legal hold, the owner shall reimburse Grandview directly.

g. Collection of fees/fines. Sunnyside shall collect from the owner of any redeemed animal the appropriate license fees and such amounts of money required by Grandview law. Sunnyside shall not release an unlicensed animal to an owner that resides within Grandview until a license has been purchased with the appropriate copies of the license distributed to the owner and Grandview, and the license tag delivered to the animal owner.

h. Treatment of Animals. Sunnyside shall, at all times, both during and after the impound period, treat animals delivered by Grandview to its animal shelter in a humane manner. Sunnyside may euthanize, in a humane manner, any animal delivered to its animal shelter by Grandview, which obviously has a contagious disease, is so injured that it cannot be helped with medical treatment or is otherwise unadaptable due to behavioral issues.

i. Forms and Costs of Printing. Grandview will provide Sunnyside, or pay the cost of printing, all forms used in supplying statistics for its records.

j. Animal Control Officer. Sunnyside shall provide 1 Animal Control Officer to perform the duties set forth in Section 2 and Section 4 below. Such Animal Control Officer shall be deemed for all purposes to be an employee of Sunnyside and not an employee of Grandview.

k. Legal Holds. Grandview will pay \$15.00 per day for sheltering an animal, if the animal is required to stay at the shelter after the ten-day mandatory legal hold and the hold is caused by Grandview. This is an additional charge to this contract to be paid monthly, at the end of the following month after the month in which the charge is incurred.

2. Animal Control Officer Duties

a. Sunnyside will, through duly appointed and legally qualified agents and officers, diligently enforce all animal regulation laws and ordinances, including the capture and impound of animals running at large within the corporate limits of

Grandview in violation of Title 6: Chapters 6.04 and 6.06 of the Grandview Municipal Code.

b. Sunnyside will hold all impounded dogs at Sunnyside's facility in accordance with the applicable Grandview code.

3. **Sunnyside Standby Coverage.**

a. Should an after-hours emergency arise, the call shall be directed to Sunnyside's answering service.

b. Grandview agrees to compensate Sunnyside with an additional Ten Dollars (\$10.00) a day with a minimum of \$300.00 per month for additional after-hours coverage plus a Thirty Dollar (\$30.00) fee for each callout. The callout fee includes euthanasia services, if applicable.

4. **Consideration.**

Effective January 1, 2024, Grandview agrees to compensate Sunnyside a total of Three Thousand Five Hundred Forty-Three Dollars and thirty three cents (\$3,543.33) monthly with an annual amount of Forty two Thousand and Five Hundred Nineteen Dollars and ninety six cents (\$42,519.96) for one Animal Control Officer providing twenty (20) hours a week coverage. The annual amount of consideration paid by Grandview to Sunnyside, as set forth in this Section, shall increase annually by up to five percent (5%) for increases in Consumer Price Index and Cost of Living Adjustment, taking effect on January 1, 2025, and increasing the first of January each successive year, until this Agreement is Terminated.

Sunnyside as additional compensation for services rendered hereunder shall collect a Five Dollar (\$5.00) agent fee for the sale of each Grandview dog license sold at the animal shelter. This agent fee shall not be included in the cost of the dog license fee. Grandview shall also reimburse and/or pay for any animal transfer fee or costs in which Sunnyside has to deliver an animal to the Human Society on behalf of Grandview.

Sunnyside shall present Grandview with a monthly invoice before the tenth (10th) of the month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving Sunnyside's billing invoice.

5. **Term of Agreement.** The term of this agreement shall commence on December 1, 2023, and shall continue automatically for additional annual terms upon the same terms and conditions set forth herein, unless either party gives the other written notice not later than August 31 of any year of its desire to terminate this Agreement. Such termination may be without cause and shall be effective on the last day of December of the year of such notice, and payments by Grandview of the months of September through December of that year shall be at the rates applicable to the existing agreement. Additionally, either party has the right to terminate this Agreement for cause in

according with Section 20 of the Agreement.

6. **Status of Sunnyside.** Sunnyside and Grandview understand and expressly agree that Sunnyside is an independent contractor in the performance of each and every part of this Agreement. Sunnyside and its employees shall make no claim of Grandview employment nor shall claim against Grandview any related employment benefits, social security, and/or retirement. Sunnyside may subcontract out services as necessary to perform the service listed in this contract with other approved animal control organizations such as, but not limited to, the Humane Society.
7. **Taxes and Assessments.** Sunnyside shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement, Sunnyside shall pay the same before it becomes due.
8. **Nondiscrimination Provision.** During the performance of this Agreement, Sunnyside shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.
9. **Compliance with Law.** Sunnyside agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.
10. **No Insurance.** It is understood that Grandview does not maintain liability insurance for Sunnyside and/or its employees.
11. **No Conflict of Interest.** Sunnyside represents that neither it nor its employees have any interest and shall not hereafter acquire an interest, direct or indirect, which would conflict in any manner of degree with the performance of this Agreement. Sunnyside further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.
12. **Indemnification and Hold Harmless.** Sunnyside agrees to protect, defend, indemnify, exonerate, and hold harmless Grandview, its elected and appointed officials, agents, officers, and employees (hereafter "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary

damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, and arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to Sunnyside's provision of services, work or materials pursuant to this Agreement.

13. **Sunnyside's Insurance.**

a. Commercial Liability. On or before the date this Agreement is executed, Sunnyside shall provide Grandview with a certificate or insurance as proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and the provisions provided are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and covers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name Grandview, its elected officials, officers, agents, and employees as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving Grandview thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

b. Worker's Compensation. Sunnyside agrees to pay all premiums provided for by the Worker's Compensation Act of the State of Washington. Evidence of Sunnyside's workers' compensation coverage will be furnished to Grandview. Sunnyside holds Grandview harmless for any injury or death to Sunnyside's employees while performing this Agreement.

c. Umbrella policy. Sunnyside shall provide Grandview with a certificate of insurance as proof of an umbrella insurance policy with a total minimum liability limit of One Million Dollars (\$1,000,000.00). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall continue in effect for the duration of the Agreement. The policy shall name Grandview, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Grandview thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

14. **Delegation of Services.** The services provided for herein shall be performed by Sunnyside, and no other person other than regular associates or employees of Sunnyside shall be engaged upon such work or services except upon written approval of Grandview.
15. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Sunnyside to any other person or entity without the prior written consent of Grandview. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Sunnyside as stated herein.
16. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
17. **Modification of Agreement.** If either party desires to change or modify this Agreement, such party shall give written notice to the other not later than August 31st of any year of its desire and if a new agreement has not been reached by the following January 1st, the Agreement shall terminate on the following March 31st.
18. **Integration.** This written document constitutes the entire agreement between Grandview and Sunnyside. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.
19. **Non-Waiver.** The Waiver by Sunnyside or Grandview of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
20. **Termination for Cause.** In the event that either party breaches or defaults with respect to any of its duties, obligations and conditions of this Agreement, the other party shall be entitled to terminate this Agreement by providing the preaching/defaulting party with a written termination notice thirty (30) calendar days in advance of the effective termination date. The notice shall describe how the other party is in breach/default of this Agreement. The preaching/defaulting party shall have the right to cure such breach/default during the thirty (30) day notice period.
21. **Notices.** Unless stated otherwise here, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

To Sunnyside: Elizabeth Alba, Sunnyside City Manager
818 E. Edison Ave.
Sunnyside, WA

To Grandview: Shane Fisher
City Administrator
207 West Second Street,
Grandview, WA 98930

Or to other such addresses as the parties may hereafter designate in writing. Notice and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

22. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
24. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

EXECUTED THIS 8th day of January, 2024

CITY OF SUNNYSIDE

By: Elizabeth Alba
Elizabeth Alba, City Manager

CITY OF GRANDVIEW

By: Ashley Lara
Ashley Lara, Mayor

ATTEST:

Jacqueline Renteria
Jacqueline Renteria, City Clerk

ATTEST:

Anita Palacios
Anita Palacios, MMC, City Clerk

APPROVED AS TO FORM:
SAXTON RILEY & RILEY:

Benjamin J. Riley
BY: Benjamin J. Riley
Attorneys for the City of Sunnyside

APPROVED AS TO FORM:

Quinn Plant
Quinn Plant, City Attorney