

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES  
IN THE CITY OF SPOKANE VALLEY**

**THIS AGREEMENT**, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the **City of Spokane Valley**, a municipal corporation of the State of Washington, having offices for the transaction of business at, 11707 East Sprague Avenue, Spokane, Washington 99206, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES." The COUNTY and CITY agree as follows.

**SECTION NO. 1: RECITALS AND FINDINGS**

- (a) The Board of County Commissioners of Spokane County has the care of COUNTY property and the management of COUNTY funds and business under RCW 36.32.120(6).
- (b) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).
- (c) Pursuant to the provisions of 36.32.120(6) and RCW 36.32.120(7), Spokane County, through its Board of County Commissioners, may enact ordinances dealing with animal control within the unincorporated area of Spokane County.
- (d) Pursuant to the provisions of RCW 35A.11.020, the City of Spokane Valley may enact ordinances dealing with animal control within its boundaries.
- (e) Spokane County intends on acquiring and improving property ("Regional Animal Control Facility") from which Spokane County will provide certain animal control services to itself, the City of Spokane Valley, and other governmental jurisdictions. The cost of acquiring and improving the Regional Animal Control Facility will be financed in part through the operational savings realized by the City of Spokane Valley, Spokane County and other governmental jurisdictions contracting with Spokane County to receive animal control services from the Regional Animal Control Facility. Spokane County desires to enter into an agreement with the City of Spokane Valley wherein the City will contract to receive animal control services from the County for a term of twenty (20) years thus providing the County with operational savings to finance in part the County's acquisition and improvement of the Regional Animal Control Facility.
- (f) The City of Spokane Valley desires to utilize the services of Spokane County for the purpose of performing certain animal control services within the boundaries of the City of Spokane Valley for a term of twenty (20) years.

## **SECTION NO. 2: DEFINITIONS**

- (a) Agreement: “Agreement” means this Interlocal Agreement between the CITY and COUNTY regarding animal control services.
- (b) City: “CITY” means the City of Spokane Valley.
- (c) County: “COUNTY” means Spokane County.
- (d) Services: “Services” means those services identified in Attachment “1” attached hereto and incorporated herein by reference.
- (e) Annual Fee: “Annual Fee” means that annual amount of money which the CITY will pay the COUNTY to provide Services. The annual fee shall be comprised of debt service costs and operating costs as further addressed in Section No. 5.
- (f) Uncontrollable Circumstances: “Uncontrollable Circumstances” means the following events: strikes, riots, wars, civil disturbances, insurrections, acts of terrorism, fires and floods, weather conditions, volcanic eruptions, lightning or earthquakes or other acts of God at or near where the Services are performed and/or that directly affect providing of such Services.
- (g) Consumer Price Index: “Consumer Price Index” or “CPI” means the percentage change between the current year index and the previous year index as determined by United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, All items for all urban consumers (CPI-U), Base year Annual Average. See Attachment “2”. For example, as shown on Attachment “2” the CPI for calendar year 2012 is 3.0%. It was calculated by determining the difference in the CPI-U for 2010 and CPI-U for 2011, dividing this number by the CPI-U for 2010 and rounding the number to the nearest 1/10 of 1%. (I.E. Difference between 133.778 and 137.748 = 3.97/133.778=2.96 rounded up to 3.)
- (h) Regional Animal Control Facility: “Regional Animal Control Facility” means that entire property acquired, improved and owned by Spokane County from which the County will provide Services.

## **SECTION NO. 3: PURPOSE**

The purpose of this Agreement is to reduce to writing the PARTIES’ understandings as to the terms and conditions under which the COUNTY will provide Services on behalf of the CITY.

#### **SECTION NO. 4: DURATION/WITHDRAWAL**

This Agreement shall commence on January 1, 2014, ("Commencement Date") and run for a term of twenty (20) years. In the event the COUNTY for any reason whatsoever is unable to commence providing Services on the Commencement Date, it will provide the CITY with at least six (6) months advance written notice which shall state the date upon which the COUNTY will provide Services. This twenty (20) year time frame shall be referred to as the "Initial Term." The PARTIES acknowledge that the Initial Term is necessary in order for the COUNTY to realize operational savings which it will use to acquire and improve the Regional Animal Control Facility. At the conclusion of the Initial Term, this Agreement may be renewed upon mutual agreement of the PARTIES. All renewals shall be subject to all terms and conditions set forth herein unless otherwise mutually agreed upon. If the COUNTY does not mutually agree to a renewal, or terminates the Agreement as provided for herein after during the renewal time frame, then the COUNTY shall pay the CITY an amount of money equal to the unamortized value of the Regional Animal Control Facility as of the date of nonrenewal or termination. The value of the Regional Animal Control Facility for the purpose of the provision shall be based on the original acquisition cost plus improvements less the COUNTY's up-front contribution of \$900,000 multiplied by 22.9% depreciated over fifty (50) years from the date of occupancy.

Once effective, this Agreement can only be terminated by:

(1) mutual agreement of the PARTIES; or

(2) with respect to all obligations of either party except the CITY's obligation for debt service costs, the CITY may terminate upon 6 months written notification to the COUNTY in advance of January 1<sup>st</sup> of any calendar year. In the event of termination under this provision, the CITY shall still retain responsibility for its share of the debt services costs through the remainder of the term of the Agreement. At the COUNTY'S option this amount may be paid by the CITY over the remaining term of the Agreement or in a lump sum amount.

Upon termination, the CITY will have the right to purchase any vehicles and/or equipment used to provide Services which the COUNTY determines are surplus to it needs. The price shall be mutually agreed upon by the PARTIES.

Subsequent to the Initial Term, either party may terminate this Agreement for any reason whatsoever upon a minimum of six months advance notice as provided for in Section 7 to the other party. After the initial term, no depreciation or building use fees attributable to the original acquisition and improvement of the Regional Animal Control Facility shall be charged to the CITY for the remaining useful life of the Regional Animal Control Facility.

#### **SECTION NO. 5: COST OF SERVICES AND PAYMENTS**

The CITY shall pay the COUNTY an annual fee for Services provided under this Agreement. The annual fee for Services contemplates Services commencing as of January 1<sup>st</sup> of each year and

running through December 31<sup>st</sup> of each year. The annual fee shall be comprised of debt service costs and operating costs.

Debt service costs shall remain fixed through the life of the Agreement or until the debt service costs have been retired, whichever occurs first.

The annual debt service costs will be FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00).

The operating cost for the calendar year 2014 will be TWO HUNDRED FORTY TWO THOUSAND EIGHTY ONE AND 00/100 DOLLARS (\$242,081.00).

For each subsequent year, the PARTIES agree that the annual operating costs shall be determined by the Board of County Commissioners based on a written recommendation from the Regional Animal Control Advisory Board of Directors and process as provided for herein after, not to exceed limitations contained within Section No. 5(C)(6)

In the event the term of this Agreement commences at other than the beginning of any calendar year, the annual operating costs will be prorated on a daily basis for that year.

A. Establishment of Regional Animal Control Advisory Board

There shall be established a Regional Animal Control Advisory Board of Directors (“Board of Directors”) for the term of the Agreement. The Board of Directors shall consist of five (5) members, two (2) representatives to be appointed by each party and a fifth representative to be jointly appointed. The appointees shall have financial or budget experience. A majority of the Board of Directors shall constitute a quorum for the transaction of any business so long as both the COUNTY and the CITY are represented. The number of representatives may be modified by recommendation of the Board of Directors and agreed to by the PARTIES

The Board of Directors shall meet at the call of the Spokane County Regional Animal Protection Service Department Director at least quarterly and more frequently, if necessary, during the adoption of the annual budget. The Spokane County Regional Animal Protection Service Department Director or his/her designee shall attend all Board of Director meetings as a non-voting member.

B. Responsibility of the Board of Directors with regard to the annual budget of the Spokane County Regional Animal Protection Service Department

Services will be provided by the COUNTY through Spokane County Regional Animal Protection Service Department (“SCRAPS”). SCRAPS shall be operated as an enterprise fund. For the purposes of this Agreement the terminology “enterprise fund” shall mean a fund that provides goods and services for a fee which makes the entity providing the goods and services self-supporting. An “enterprise fund” complies with Generally Accepted Accounting Principles (GAAP).

The SCRAPS Director shall prepare an annual budget for SCRAPS.

The annual budget shall minimally include all revenues, including Regional Animal Control Facility revenues and grant revenues, by source anticipated by SCRAPS for the following calendar budget year and shall additionally include:

- (i) debt service to acquire and remodel the Regional Animal Control Facility,
- (ii) debt service / building reserve fund,
- (iii) cash reserve of 10% of annual budgeted operating expenditures, and
- (iv) operating costs for SCRAPS providing Services including, but not limited to salary/wages, benefits and other annual operating costs.

The annual budget shall be submitted by the SCRAPS Director to the Board of Directors on or before September 1<sup>st</sup> of each calendar year for the following year. The annual budget will include indirect costs calculated in accordance with the COUNTY's Countywide OMB A-87 Cost Allocation Plan. No costs billed directly to SCRAPS will be included in the indirect costs. On or before October 1<sup>st</sup> each calendar year, the Board of Directors shall consider and make a written recommendation to the Board of County Commissioners on the annual budget for SCRAPS. On or before November 1<sup>st</sup> of each calendar year the Board of County Commissioners shall in writing acknowledge and agree in writing with the written recommendation by the Board of Directors or suggest changes to the written recommendation. If the Board of County Commissioners suggests changes to the written recommendation, the Board of County Commissioners shall not take formal action on the adoption of the annual budget until it receives a written response from the Board of Directors on the suggested changes. The written response from the Board of Directors on the suggested changes must be received by the Board of County Commissioners on or before December 1<sup>st</sup>. In the event the Board of County Commissioners does not receive a written recommendation from the Board of Directors on or before October 1<sup>st</sup> as provided for herein or a response to suggested changes by December 1<sup>st</sup> as provided for herein, the Board of County Commissioners shall adopt the SCRAPS annual budget taking into consideration the financial goals set forth subparagraph (C) hereinafter. The Board of County Commissioners' decision on the budget shall be binding on the PARTIES.

### C. Financial Goals

In conjunction with the preparation of the annual budget by the SCRAPS Director, recommendation(s) on the annual budget by the Board of Directors and adoption of the annual budget by the Board of County Commissioners, every effort will be made to increase efficiencies, enhance revenues and control costs. Additionally, the SCRAPS Director, Board of Directors and Board of County Commissioners shall take into consideration economic conditions, revenue forecasts for the PARTIES and other participating jurisdictions as well as any state wide initiatives or legislative actions that would impact the PARTIES or other participating jurisdictions. Also, the following financial goals shall be considered:

1. Annual debt service for acquisition and remodeling of the Regional Animal Control Facility must be paid.

2. Maintaining a reasonable cash reserve of 10% of annual budgeted operating expenditures. Provided in conjunction with this financial goal, the PARTIES shall identify a time line and method for establishing the cash reserve. The time line and method of accumulating the cash reserve shall consider, but not be limited to, utilizing special assessments, and/or utilizing revenue(s) from other SCRAPS programs, and/or utilizing short term borrowing. Upon termination of the Agreement, the CITY shall receive 22.29% of the cash reserve balance existing at the time of termination if the City of Spokane has contracted for Services with the COUNTY by January 1, 2014. The 22.29% was determined as set forth in Attachment "3" attached hereto and incorporated herein by reference. If the City of Spokane has not contracted for Services with the COUNTY by January 1, 2014, the CITY shall receive 46.16% of the cash reserve balance existing at the time of termination. The 46.16% was determined as set forth in Attachment "4" attached hereto and incorporated herein by reference. Any amount due shall be refunded within thirty (30) days of termination.
3. Maintain an optimum level of Service relative to available financial resources of participating jurisdictions which is reflected in the annual budget operating costs which includes, but is not limited to, salary/wages, benefits and other operating cost items, based upon the recommendation of the SCRAPS Director.
4. Any amount in the enterprise fund in excess of funds to satisfy financial goals (1), (2) and (3) shall be placed in a debt service / building reserve fund at a targeted amount of up to Sixty Thousand Dollars (\$60,000.00) a year or until the debt service / reserve fund reaches the amount of Three Hundred Thousand Dollars (\$300,000.00). The debt service / building reserve fund will be utilized as a reserve fund to pay delinquent debt service costs and/or to repair the Regional Animal Control Facility as needed. The Board of Directors will approve the use of these funds to pay delinquent debt service costs and/or repair of the Regional Animal Control Facility except in the case of emergency repairs, in which instance the Board of County Commissioners will authorize the use of these funds with notification to the Board of Directors as soon as possible thereafter. Upon the use of the debt service / building reserve funds, the Board of Directors will replenish the fund in the manner described at the beginning of this section. The Board of Directors may recommend an increase in the debt service / building reserve fund amount in their annual written recommendation but otherwise the balance will not exceed Three Hundred Thousand Dollars (\$300,000). Upon termination of the Agreement during the Initial Term, or at the end of Initial Term, or any renewal thereof, the CITY shall receive the amount it contributed toward the debt service/building reserve fund. Provided, however, if the termination is during the Initial Term, the CITY shall not receive the amount it contributed toward the debt service/building reserve fund until the end of the Initial Term. Any amount due shall be refunded within thirty (30) days of termination, except when the termination occurs during the initial term, in which instance it shall be due thirty (30) days after the end of the Initial term.
5. Excess monies in the enterprise fund after financial goals (1), (2), (3) and (4) have been satisfied, may be rebated as recommended by the Board of Directors and approved by the Board of County Commissioners.
6. Under no circumstance can the proposed annual budget by the SCRAPS Director, recommendation thereon by the Board of Directors, or adopted budget by the Board of

County Commissioners cause the CITY's operating fee to exceed the previous year's annual operating fee plus the CPI.

7. The intent of this Agreement is to allow the CITY to participate in SCRAPS, a regional animal control system, in which all participating cities, towns and other governmental jurisdictions share equitably in the costs and revenues. If any city, town, or other governmental jurisdiction is offered more favorable terms than those offered to the CITY in this Agreement, excluding debt for governmental jurisdictions with a population of less than 20,000 inhabitants and excluding start-up costs, then those same terms shall also be offered to the CITY at the same time. If any jurisdiction receiving Services from SCRAPS as of January 1, 2013 cancels its agreement for Services, the level of service provided by SCRAPS may be reduced accordingly and neither the COUNTY, nor any other remaining jurisdiction receiving Services, shall have any responsibility to backfill any reduction in revenues.

#### D. Billing / Payments

The COUNTY shall advise the CITY in writing of its annual fee for Services on or before the first Monday of December for the subsequent calendar year. The CITY's annual operating fee shall not exceed its previous year's annual operating fee plus the CPI. The City's annual capital fee shall remain fixed.

There shall be no annual settle and adjust reconciliation with regard to any Services provided under this Agreement. However, variances between actual revenues and expenditures and the budgeted revenues and expenditures shall be taken into consideration when preparing the subsequent years' budgets.

With regard to operating costs, in the first year of the Agreement, the COUNTY will bill the CITY for the cost of Services in seven payments. The first payment shall be due on or before January 5<sup>th</sup>. The first payment will equal one-half of the annual fee for that year. The following six (6) payments shall be in equal installments of 1/12 of the annual fee. Each installment shall be due on or before the July 5<sup>th</sup>, August 5<sup>th</sup>, September 5<sup>th</sup>, October 5<sup>th</sup>, November 5<sup>th</sup>, and December 5<sup>th</sup>. In subsequent years, the COUNTY will bill the CITY for the annual operating costs in twelve equal payments, each due by the fifth of each month of the calendar year. The COUNTY will bill the CITY by the 15<sup>th</sup> of the month immediately preceding the month when the payment is due.

With regard to debt service costs, the COUNTY will bill the CITY on April 1<sup>st</sup> and October 1<sup>st</sup> each year for payments of one-half of the annual debt service costs (1/2 of \$45,000.00 = \$22,500.00). Each payment of TWENTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$22,500.00) shall be due by May 1<sup>st</sup> and November 1<sup>st</sup> of each calendar year respectively.

The COUNTY, at its sole option, may charge interest on any late operating costs payments or debt service costs payments calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the COUNTY's investment pool.

**SECTION NO. 6: RELATED RESPONSIBILITIES IN CONJUNCTION WITH PROVIDING SERVICES**

The COUNTY or its designee agrees to attend staff meetings as requested by the CITY.

The COUNTY or its designee agrees to meet upon request by the CITY or its designee to discuss any Service provided under the terms of this Agreement.

The CITY agrees the COUNTY may use the COUNTY's stationery in conjunction with providing Services under the terms of this Agreement.

The Spokane County Regional Animal Protection Services Department Director or his/her designee will immediately notify the CITY of any animal caused injuries to humans, any animal abuse and/or hoarding cases, or any injury to an owned or stray animal occurring within the CITY and caused by an employee of SCRAPS while on duty.

**SECTION NO. 7: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

**COUNTY:** Spokane County Chief Executive Officer  
or his/her authorized representative  
1116 West Broadway Avenue  
Spokane, Washington 99260

**CITY:** City of Spokane Valley Manager  
or his/her authorized representative  
11707 East Sprague, Suite 106  
Spokane Valley, Washington 99206

**SECTION NO. 8: RECORDS REVIEW**

The CITY shall be allowed to conduct random reviews of the records generated by the COUNTY in performance of this Agreement. The CITY will provide the COUNTY with reasonable advance notice of the records reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review.



## **SECTION NO. 9: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

## **SECTION NO. 10: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for any euthanasia or cremation services.

## **SECTION NO. 11: COUNTY EMPLOYEES**

The COUNTY shall hire, assign, retain and discipline all employees performing Services under this Agreement according to applicable collective bargaining agreements and applicable state and federal laws.

The COUNTY agrees to meet and confer with the CITY with respect to staff that is assigned to provide Services. Issues of discipline or performance will be specifically handled according to COUNTY policies.

## **SECTION NO. 12: LIABILITY**

(a) The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the COUNTY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided that the CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the CITY, and its officers, agents, and employees, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, the COUNTY shall satisfy the same.

(b) The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the CITY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the COUNTY, and its officers, agents, and employees, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, the CITY shall satisfy the same.

(c) If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

(d) Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

(e) Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

(f) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

(g) The COUNTY and the CITY agree to either self insure or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including professional liability and auto liability coverages.

### **SECTION NO. 13: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the COUNTY. Any and all employees who provide Services to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

### **SECTION NO. 14: MODIFICATION**

This Agreement may only be modified in writing by mutual written agreement of the PARTIES, and approved by the respective legislative bodies.

### **SECTION NO. 15: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in conjunction with providing the Services under this Agreement shall remain with the COUNTY unless otherwise specifically and mutually agreed to by the PARTIES.

**SECTION NO. 16: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

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. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

**SECTION NO. 17: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04 A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

**SECTION NO. 18: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 19: SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

**SECTION NO. 20: RECORDS**

All public records prepared, owned, used or retained by the COUNTY in conjunction with providing Services under the terms of this Agreement shall be deemed CITY property and shall be made available to the CITY upon request by the CITY subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

**SECTION NO. 21: HEADING**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

**SECTION NO. 22: TIME OF ESSENCE OF AGREEMENT**

Time is of the essence for this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

**SECTION NO. 23: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY**

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the COUNTY which render legally impossible the performance by the COUNTY of its obligations under this Agreement, shall be deemed not a default under this Agreement.

**SECTION NO. 24: FILING**

The CITY shall file this Agreement with its City Clerk or, alternatively, place the Agreement on the CITY's website. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's web site or other electronically retrievable public source.

**SECTION NO. 25: EXECUTION AND APPROVAL**

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

**SECTION NO. 26: COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION NO. 27: DISCLAIMER**

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either party's authority or powers under law.

**SECTION NO. 28: ANTI-KICKBACK**

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement, or otherwise violate the requirements of RCW 42.23.030

**SECTION NO. 29: NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement in violation of state or federal law.

**SECTION NO. 30: NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

**SECTION NO. 31: ANNUAL REPORT**

The SCRAPs Director shall prepare annual report. The annual report shall include, among other matters, performance measurements/indicators and a twelve (12) month Activity Study.

Performance measurements/indicators will include:

- Statistics regarding annual number of pet licenses sold/issued
- Annual live release rate – animals returned to owner, adopted and/or transferred to other facilities/rescue groups
- Where applicable, industry statistics for the same measures will also be listed for the above two (2) bullets

The Activity Study will include monthly statistics regarding:

- Requests for service

- Emergency calls
- Animal impounds
- Investigations
- Trapping

The Activity Study will be sent out monthly as part of the reporting process.

### **SECTION NO. 32: INSURANCE**

During the term of the Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limits of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$15,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The

COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

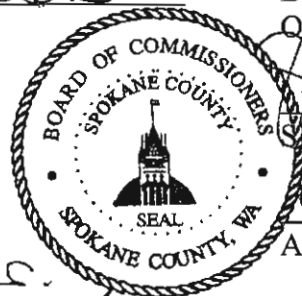
**SECTION NO. 33: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 3 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** See Section No. 24.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 15 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 1/28/2013

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



[Signature]

SHELLY O'QUINN, Chair

[Signature]

AL FRENCH, Vice-Chairman

[Signature]

TODD MIELKE, Commissioner

ATTEST  
Clerk of the Board

[Signature]  
Daniela Erickson

DATED: 1/15/13

CITY OF SPOKANE VALLEY

By: Mike Jackson

Attest:

Cheryl Babinidge  
City Clerk

Title: City Manager

Approved as to form:

Cory P. Dinsell  
City Attorney



## ATTACHMENT "1"

The COUNTY through the Spokane County Regional Animal Protection Services (SCRAPS) will provide Animal Control Services to the CITY within the CITY's boundaries. The CITY agrees to specially commission any SCRAPS staff which may be necessary for them to carry out such Services so long as such staff meet the requirement(s) necessary for such commission.

For the purpose of this Agreement, Animal Control Services shall include:

- ITEM 1: Enforcement of the CITY'S Animal Control Ordinance presently in effect and/or as hereafter amended by the City consistent with this Agreement;
- ITEM 2: Enforcement of chapter 16.08 RCW (Dogs);
- ITEM 3: Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals); and
- ITEM 4: Enforcement of chapter 16.54 RCW (Abandoned Animals).

Enforcement includes field services, shelter services, educational services, the licensing of dogs, cats and appearing before all administrative and judicial hearings in conjunction with such duties and functions.

### FIELD SERVICES

Field Services include those provided during normal hours of operation as well as emergency services provided only after normal hours of operation. Normal hours of operation will be determined by the COUNTY after consultation with the Board of Directors.

Field Services provided during normal hours of operation include: (1) Dog at large complaints; (2) Cat at large on private property; (3) Dog barking; (4) Dog or cat – no license; (5) Dog or cat – no rabies vaccination; (6) Dog threatens person; (7) Dog threatens domestic animal; (8) Dog or cat bite; (9) Injured dog or cat; (10) Sick dog or cat; (11) Agency assist; (12) Abandoned animal; (13) Animal cruelty; (14) Dead on arrival dog or cat; (15) Confined dog or cat; (16) Trapping dog or cat; (17) Vicious dog; (18) Kennel inspections; (19) Dangerous dog inspections; and (20) Others as deemed necessary by the SCRAPS.

Field Services provided after normal hours of operation, referred to as Emergency Services, include: (1) Injured or sick dog/cat; (2) Dog/cat bite – dog/cat is still at large; (3) Dog bite – severe dog bite (victim is in hospital and dog will need to be quarantined immediately in the county shelter); (4) Vicious or threatening dog – dog threatens persons or domestic animals and is still at large; (5) Animal in our humane trap that is making a disturbance or injuring itself; (6) Other law enforcement agency requests for assistance when animals are involved; (7) Other emergencies such as extreme cruelty or pet dying in a hot vehicle; and (8) Multiple calls on same problem – animal control officer on call will evaluate and make a determination on whether to respond.

## SHELTER SERVICES

Shelter Services are provided Monday, Wednesday and Friday from noon to 5:30 p.m.; Tuesday and Thursday from noon to 6:30 p.m.; Saturday and Sunday from noon to 5:30 p.m. closed holidays. Shelter Services include the following: (1) Housing dog/cat – occasional other animal; (2) Pet license program; (3) ~~After hours animal receiving room~~; (4) Animal redemptions; (5) Adoption program; (6) Volunteer program; (7) Dog training program; (8) Trapping program; and (9) Crematorium. Shelter Services hours may be adjusted by the COUNTY after consultation with the Board of Directors.

## EDUCATIONAL SERVICES

Educational services include: (1) Dog bite prevention program – elementary schools and service workers; (2) School career fair participation; (3) Specialty presentations available upon request; (4) Public service announcements – newspaper, radio and television; (5) Community outreach such as fair booth, license clinics, special events; and (6) Website.

The COUNTY may conduct surveys within the CITY for unlicensed dogs and cats.

## ANIMAL CONTROL ORDINANCE / LICENSES/ FEES / PENALTIES

In conjunction with the enforcement of the CITY'S Animal Control Ordinance, the CITY shall adopt and keep current by appropriate legislative action an Animal Control Ordinance substantially identical to that adopted by the COUNTY as it presently exist or as it may hereinafter be modified/amended, to include all licenses/fees/penalties. This responsibility shall not be deemed a restriction upon the CITY's legislative power. The City may enact ordinances dealing with animal control within its boundaries. Provided, further, the CITY may add a surcharge to its license fee ("City License Fee Surcharge".)

All revenues from licenses/fees/penalties collected (not including City License Fee Surcharge) shall be retained by SCRAPS and applied to the cost of providing Services. Any such City License Fee Surcharge shall **not** be retained by SCRAPS. The COUNTY shall remit to the CITY all such City License Fee Surcharges collected under the terms of this Agreement semiannually on or before or before July 31<sup>st</sup> for the time frame from January 1<sup>st</sup> through June 30<sup>th</sup> of each calendar year this Agreement is in effect and January 31<sup>st</sup> for the time frame from July 1<sup>st</sup> through December 31<sup>st</sup> of each year this Agreement is in effect.

The COUNTY shall provide the CITY with a copy of its Animal Control Ordinance presently codified in Chapter 5.04 of the Spokane County Code and all subsequent modifications/amendments thereto. The CITY shall provide the COUNTY with copies of its adopted/amended Animal Control Ordinance substantially identical to chapter 5.04 of the Spokane County Code.

The CITY shall provide legal counsel to prosecute any citations/complaints issued by COUNTY in enforcement of Items No. 1 through 4 herein above in any court of lawful jurisdiction except if the enforcement constitutes a felony.

In performing the above Animal Control Services, the COUNTY will provide such personnel, as it deems necessary as well as any and all vehicles and materials of any kind or nature whatsoever.

The COUNTY will provide additional Animal Control Services above and beyond those set forth herein to CITY at cost negotiated between the CITY and the COUNTY.

Animal Control Services provided by the COUNTY under the terms of this Agreement, absent subsequent negotiation and agreement will not include:

1. Picking up dead wildlife or livestock on CITY streets, roads or alleys.
2. Providing emergency service for dead animals at any time or for dead dogs/cats after normal hours of operation.
3. Providing traps to the public for wildlife.
4. Responding to calls pertaining to dead or injured wildlife threatening the safety of other animals or the public.
5. Holding licensed dogs/cats in the Regional Animal Control Facility for a period of more than five (5) business days. Provided, at sole discretion of the COUNTY, holding periods may be extended.
6. Holding unlicensed dogs/cats in the Regional Animal Control Facility for a period more than seventy-two (72) hours. Provided, at sole discretion of the COUNTY, holding periods may be extended.
7. Holding any wildlife at the Regional Animal Control Facility.
8. Providing Hearing Examiner Services.

### **CITIZEN COMPLAINT PROCESS**

- Written complaints may be filed via an email help request or complaint form available on the SCRAPS website or through the mail. Verbal complaints, whether submitted telephonically or in person, shall be documented in writing by SCRAPS staff receiving the complaint.
- All complaints will be handled by SCRAPS Management Team within five (5) business days unless the complaint is related to an ongoing active investigation.
- Unresolved complaints will be referred to the Board of County Commissioners and will be resolved within ten (10) business days of receiving the complaint from the SCRAPS Management Team. The COUNTY will notify the CITY's representative in writing of the Board of County Commissioners' decision.
- The COUNTY will provide the CITY on a monthly basis a report listing any complaints received within the CITY by SCRAPS staff for the preceding month, which shall include at least the following information:

- The nature of the customer complaint
  - The location of the incident
  - Response times to customer complaints
- The COUNTY shall work with the CITY to develop a system for mapping the locations of any complaints received.

## **SERVICE GOALS**

- Emergency/high priority calls responded to within 24 hours – immediate response when a person and/or animal is at immediate risk (safety/health).
- Routine calls responded to within 48 hours – nuisance calls such as barking, dogs not on a leash, etc.
- Licensed/identified animals impounded by animal protection officer in field will be returned directly to the owner if someone is home to receive the animal. Otherwise owner will be notified via phone and mail that their animal was impounded within 24 hours of impounding.
- Dedicated emergency phone line – no voice mail. All emergency calls for service will be answered by a person – either SCRAPS staff or answering service.
- Convenience for citizen with online pet licensing (new/renewal) and online request for service option.
- Current list of impounded animals updated every two hours on website – helpful for owners who are missing their pet.
- Animal Protection Officers have 24/7 access to pet license data and animal control records via laptops in the field.
- All impounded animals scanned for a microchip at the time of impound, given a health exam and vaccinated (unless vicious and threatening safety of staff).
- All SCRAPS staff are trained in customer service through the Spokane County Training Program and are required to follow the Spokane County Behavioral Standards.

## **SCRAPS STANDARDS**

- Guidelines for Standards of Care in Animal Shelters published by The Association of Shelter Veterinarians 2010 - the guidelines were developed to provide a tool that would allow communities and animal welfare organizations, to identify minimum standards of care, as well as best and unacceptable practices.
- Animal Control Management A Guide for Local Governments published by the Humane Society of the United States – a guide to establish effective animal care and control

- National Animal Control Association Training Guide – a guide to training today’s professional animal control officer
- American Society for the Prevention of Cruelty to Animals Professionals website – animal welfare tools and resources

Any CITY concern for nonperformance shall be forwarded to the SCRAPS Board of Directors for consideration at their next scheduled meeting. Failure to resolve the CITY’s concern by the SCRAPS Board of Directors at their next scheduled meeting shall result in the concern being immediately forwarded to the Board of County Commissioners for resolution. If the CITY is not satisfied by the decision of the Board of County Commissioners, it may resolve the issue pursuant to SECTION No. 17.

**ATTACHMENT "2"**

**Copy of U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS CPI**

**(ON FOLLOWING PAGE)**



ATTACHMENT "3"

With City of Spokane

(Not including "other" Revenue)

	Estimated Percent of Services based on 2010 Activity Study (Excluding Investigation)	Cost
Spokane County	23.84%	\$258,914
Spokane Valley	22.29%	\$242,081
Millwood	0.43%	\$ 4,670
Cheney	0.96%	\$ 10,426
Liberty Lake	0.78%	\$ 8,471
City of Spokane	51.70%	\$561,488
TOTAL:	100%	\$1,086,050



ATTACHMENT "4"

Without City of Spokane

(Not including "other" Revenue)

	Estimated Percent of Services based on 2010 Activity Study (Excluding Investigation)	Cost
Spokane County	49.36%	\$258,912
Spokane Valley	46.16%	\$242,079
Millwood	0.88%	\$ 4,670
Cheney	1.98%	\$ 10,426
Liberty Lake	1.62%	\$ 8,471
TOTAL:	100%	\$524,558