

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE EXECUTION)
OF AN INTERLOCAL AGREEMENT BETWEEN)
SPOKANE COUNTY AND CITY OF AIRWAY HEIGHTS)
WHEREIN THE COUNTY WILL PROVIDE ANIMAL)
CONTROL SERVICES)
[May 1, 2018 – December 31, 2018])

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (“Interlocal Cooperation Act”), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to RCW 36.32.120(7), the Board of County Commissioners of Spokane County may enact ordinances dealing with animal control within the unincorporated areas of Spokane County; and

WHEREAS, the City of Airway Heights may enact ordinances dealing with animal control within its boundaries; and

WHEREAS, Spokane County has established an Animal Control Department managed by an Animal Control Director and maintains an animal shelter through Spokane County Regional Animal Protection Services (“SCRAPS”); and

WHEREAS, the City of Airway Heights desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the City of Airway Heights.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled “INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF AIRWAY HEIGHTS (May 1, 2018 - December 31, 2018)” pursuant to which, under certain terms and conditions, Spokane County will provide certain animal control services to the City of Airway Heights. Such services and costs are further described in Attachment “A,” attached hereto and incorporated herein.

PASSED AND ADOPTED this 1st day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

ATTEST:



Gianna Vasquez
Gianna Vasquez, Clerk of the Board

Josh Kerns
JOSH KERNS, Chair

Mary E. Kuney
MARY KUNEY, Vice Chair

Al French
AL FRENCH, Commissioner

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
IN THE CITY OF AIRWAY HEIGHTS
(May 1, 2018 - December 31, 2018)**

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 West 1116 Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**,” and the **City of Airway Heights**, a municipal corporation of the State of Washington, having offices for the transaction of business at 1208 South Lundstrom Street, Airway Heights, Washington 99001, hereinafter referred to as “**CITY**,” jointly hereinafter referred to as the “**PARTIES**.”

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to RCW 36.32.120(7), the Board of County Commissioners of Spokane County may enact ordinances dealing with animal control within the unincorporated areas of Spokane County; and

WHEREAS, the City of Airway Heights may enact ordinances dealing with animal control within its boundaries; and

WHEREAS, Spokane County has established an Animal Control Department managed by an Animal Control Director and maintains an animal shelter through Spokane County Regional Animal Protection Services (“**SCRAPS**”); and

WHEREAS, the City of Airway Heights desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the City of Airway Heights.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter the **PARTIES** do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of the Agreement is to reduce to writing the **PARTIES** understanding as to the terms and conditions under which **COUNTY**, through its Animal Control Department (“**SCRAPS**”) will provide “Animal Control Services” to **CITY** within its boundaries. It is the intent of the **PARTIES** that Animal Control Services to be provided by **COUNTY** will be consistent with the **CITY’S** Council/Manager form of government provided for in chapter 35A.13 RCW and within the statutory responsibilities of a City Animal Control Officer.

For the purpose of this Agreement, Animal Control Services shall encompass the duties and functions which the COUNTY'S Animal Control Department customarily provides within the unincorporated areas of Spokane County. Said services shall include:

1. Enforcement of CITY'S Animal Control Ordinance;
2. Enforcement of CITY'S Inherently Dangerous Mammals/Reptiles Ordinance;
3. Enforcement of chapter 16.08 RCW (Dogs);
4. Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals);
5. Enforcement of chapter 16.54 RCW (Abandoned Animals).

Enforcement includes those items set forth in Attachment "A," attached hereto and incorporated herein by reference, as they relate to "field services," "shelter services" and "educational services;" the licensing of dogs, cats and inherently dangerous mammals/reptiles; and appearing before all administrative and judicial hearings in conjunction with such duties and functions.

COUNTY, at its discretion, may conduct surveys within CITY for unlicensed dogs and cats.

In conjunction with the enforcement of No. 1 and No. 2 herein above, CITY shall adopt and keep current by appropriate legislative actions, an (i) Animal Control Ordinance; and (ii) Inherently Dangerous Mammals/Reptiles Ordinance substantially identical to those adopted by COUNTY as they presently exist or as they may hereinafter be modified/amended, to include all fees/penalties. This responsibility shall not be deemed a restriction upon the CITY'S legislative power. COUNTY'S ordinances are respectively codified as Chapter 5.04 of the Spokane County Code and Chapter 5.12 of the Spokane County Code.

SCC 5.04.030(7) provides that all fees and fines, other than criminal fines, collected under Chapter 5.04 shall be deposited in the County SCRAPS Enterprise Fund. The CITY operates a municipal court pursuant to chapter 3.50 RCW, which has jurisdiction over civil infractions and criminal misdemeanor offenses committed within the CITY. The practice of SCRAPS for small cities has been to file and resolve animal control infractions in Spokane County District Court, to include returning all revenue to the SCRAPS Enterprise Fund pursuant to SCC 5.04.030(7). The PARTIES desire to modify that practice under the Spokane County Code.

Spokane County authorizes and consents to the use of the Airway Heights Municipal Court ("Municipal Court") to file and resolve civil infractions that occur in the CITY and are issued in accordance with Spokane County Code Chapters 5.04 and 5.12. Following disposition of such civil infractions, the Municipal Court shall remit the collected fines, fees, costs, and penalties to the state of Washington and the City of Airway Heights as provided by law. Upon request the Municipal Court shall make available to SCRAPS the filings, documents, records (in whatever form), and other information that was used and retained by the Municipal Court for civil infractions.

SCRAPS shall make all reasonable efforts to appear and act on behalf of the CITY at infraction proceedings where it is necessary for SCRAPS to present testimony or evidence in accordance with the Spokane County Code, Court Rule, and the laws of Washington.

The CITY shall provide and assume the expense of all necessary Municipal Court personnel, equipment, and facilities to perform the services set forth herein as required by law and Court Rule.

COUNTY shall provide CITY with a copy of Chapter 5.04 and Chapter 5.12 of the Spokane County Code and all subsequent modifications/amendments thereto. CITY shall provide COUNTY with copies of its adopted/amended Ordinances substantially identical to Chapters 5.04 and 5.12 of the Spokane County Code.

CITY shall provide legal counsel to prosecute any citations/complaints issued by COUNTY in enforcement of No. 1 through No. 5 hereinabove in the Municipal Court or Superior Court.

In performing the above services, COUNTY will provide such personnel, as it deems necessary as well as any and all vehicles and materials of any kind or nature whatsoever at no cost to CITY.

Standards of performance, discipline of employees, and other matters incidental to providing such Animal Control Services to include control/supervision of personnel shall remain in COUNTY. All persons employed in the performance of Animal Control. Services shall be COUNTY employees. COUNTY Animal Control Director agrees to meet and confer with CITY with respect to staff assigned to provide Animal Control Services. Issues of discipline or performance will be specifically left to COUNTY. COUNTY shall designate those persons it desires to be commissioned by CITY'S Chief of Police to issue notices of infraction and criminal citations contemplated by this Agreement. COUNTY will provide CITY'S Chief of Police with appropriate information to demonstrate the qualifications of the designated person to act under commission of CITY'S Chief of Police. Nothing herein contained shall make any employee of COUNTY an employee of CITY.

The COUNTY Animal Control Director or his/her designee agrees to attend staff meetings as requested by the CITY Mayor.

CITY shall supply at its own cost and expense any special supplies or stationary which its requests COUNTY use in providing Animal Control Services.

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

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on May 1, 2018, and run through 12:00 P.M. December 31, 2018, unless one of the PARTIES provides notice of termination as provided in Section Nos. 4 and 9 of this Agreement. The PARTIES agree to meet prior to December 31, 2018 to discuss renewal of the Agreement. The CITY understands that the COUNTY will be using a new methodology to determine costs of services for calendar year 2019 and subsequent years.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

The CITY will pay the COUNTY a total fee for providing the Services set forth herein from 12:01 A.M. on May 1, 2018, through 12:00 P.M. December 31, 2018 of ELEVEN THOUSAND ONE HUNDRED TWENTY-THREE AND 28/100 DOLLARS (\$11,123.28).

COUNTY will bill for services monthly in the amount of ONE THOUSAND THREE HUNDRED NINETY AND 41/100 DOLLARS (\$1,390.41) during the first week of the month. Payments by CITY will be due by the 5th day of the following month. At the sole option of COUNTY, a penalty may be assessed on any late payment by CITY based on lost interest earning had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool.

SECTION NO. 4: 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 PARTIES at the address set forth below for such Party, or at such other address as the PARTIES 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

Animal Control Shelter
6815 E. Trent Avenue
Spokane Valley, Washington 99212
Attention: Animal Control Director

CITY: City of Airway Heights Mayor (or his/her authorized representative)
1208 South Lundstrom Street
Airway Heights, Washington 99001

SECTION NO 5: 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. 6: ASSIGNMENT

No Party may assign in whole or in part its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 7: LIABILITY

- (a) COUNTY shall indemnify and hold harmless CITY 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 any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents and employees, or any of them 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 CITY, COUNTY shall defend the same at its sole cost and expense; provided that 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 CITY, and its officers, agents, and employees, or any of them, or jointly against CITY and COUNTY and their respective officer, agents, and employees, COUNTY shall satisfy the same.
- (b) CITY shall indemnify and hold harmless 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 any reason of or arising out of any negligent act or omission of CITY, its officers, agents and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claims, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that 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 COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.
- (c) 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.
- (d) COUNTY agrees to either self-insure or purchase policies of insurance covering the matters contained in this Agreement with coverage of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including for COUNTY professional liability and auto liability coverage.

SECTION NO. 8: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of COUNTY shall be deemed to be an employee, agent, servant or representative of CITY for any purpose. Likewise, no agent, employee, servant or CITY representative shall be deemed to be an employee, agent, servant or representative of COUNTY for any purpose.

SECTION NO. 9: MODIFICATION/TERMINATION

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may terminate this Agreement for any reason whatsoever upon a minimum of 60 days written notice to the other PARTIES.

Upon termination, CITY shall be obligated to pay for only those Animal Control Services rendered prior to the date of termination based upon a pro rata division of those costs set forth in Section No. 3 hereinabove to the date of termination.

Upon termination, at CITY'S option, COUNTY shall continue to provide Animal Control Services to completion for those criminal/infraction cases filed prior to the effective date of termination.

SECTION NO. 10: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by COUNTY in providing Animal Control Services shall remain with COUNTY unless specifically and mutually agreed by the PARTIES to the contrary.

SECTION NO. 11: 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. 12: DISPUTE RESOLUTION

Any dispute among the PARTIES with respect to the methodologies used to calculate the costs of Animal Control Services under the terms of this Agreement that cannot be resolved between the PARTIES shall be subject to arbitration.

COUNTY and CITY shall each have the right to designate a person to act as an arbitrator. The two (2) selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on COUNTY and CITY.

The costs of the arbitration panel shall be jointly split between COUNTY and CITY.

The decision of the arbitration panel shall be binding and not subject to judicial review.

SECTION NO. 13: 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 court of competent jurisdiction within Spokane County, Washington.

SECTION NO. 14: SEVERABILITY

It is understood and agreed among the PARTIES 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. 15: HEADINGS

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. 16: DESIGNATION OF ADMINISTRATOR

COUNTY appoints the COUNTY Animal Control Director or his/her designee as its agent for the purposes of administering the terms of this Agreement. COUNTY Animal Control Director agrees to meet with CITY on a monthly basis to review the services being provided herein. The Animal Control Director or his/her designee will immediately notify the CITY Mayor or his/her designee of any Animal Control emergency within CITY.

SECTION NO. 17: RECORDS

All public records prepared, owned, used or retained by COUNTY and/or Animal Control Department in conjunction with providing Animal Control Services under the terms of this Agreement shall be deemed CITY property and shall be made available to CITY upon request by CITY Mayor. COUNTY or Animal Control Department will notify CITY of any public disclosure request under chapter 42.56 RCW for copies or viewing of such records as well as COUNTY'S response thereto.

SECTION NO. 18: ASSURANCE

COUNTY represents and assures CITY that no other city or town will receive more favored treatment in receipt of Animal Control Services than made available to CITY for similar services.

SECTION NO. 19: SUPERSEDE

As the effective date, this Agreement supersedes all previous agreement, if any, executed between the PARTIES with respect to animal control services.

SECTION NO. 20: 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. 21: 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. 22: RCW 39.34 REQUIRED CLAUSES

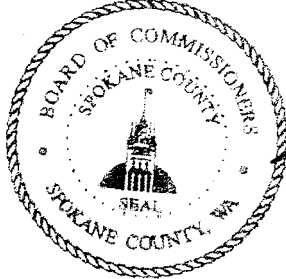
- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** This Agreement shall be listed by subject on each agency's web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 9 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 10 above.

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

DATED: 5-1-18

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:



[Signature]
JOSH KERNS, Chair

[Signature]
Ginna Vasquez, Clerk of the Board

[Signature]
MARY KUNEY, Vice-Chair

[Signature]
AL FRENCH, Commissioner

DATED: 5-7-18

CITY OF AIRWAY HEIGHTS

Attest:

[Signature]
City Clerk

By: [Signature]
ALBERT TRIPP, CITY MANAGER

Approved as to form only:

[Signature]
City Attorney

ATTACHMENT “A”

Spokane County Regional Animal Protection SCRAPS

Field Services:

- Enforce animal laws regarding nuisance complaints
- Help injured/sick dogs and cats
- Investigate complaints of animal cruelty and abandonment
- Respond to complaints of vicious animals and animal bites
- Pick-up stray/lost animals
- Assist law enforcement in cases where animals are involved
- Regulate and inspect private/commercial kennels
- Work in conjunction with other agencies regarding animal zoning violations
- Investigate the keeping of dangerous wild/exotic animals as pets

Emergency Service: (24 hours per day – 7 days per week)

- Injured or sick dog/cat
- Aggressive animals at large/dog bites when the dog is still at large
- Extreme animal cruelty
- Other emergencies deemed necessary
- Law enforcement assists

Shelter Services:

- Animal housing
- Pet adoption
- Pet licensing
- Spay/neuter vouchers

SCRAPS Hope Foundation – 501C3

Solicits donations to help support SCRAPS programs that benefit the people and animals in the community:

- Animal medical fund
- Enrichment of shelter animals
- Animal rehoming and transport
- Food bank
- Free public dog training classes
- Humane education
- Community outreach
- Animal behavior information
- Volunteers

Helping People. Saving Lives. Building Community.