

**Agenda Sheet for City Council Meeting of:**

04/13/2020

<b>Date Rec'd</b>	3/24/2020
<b>Clerk's File #</b>	OPR 2020-0066
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	MIKE ORMSBY 6287
<b>Contact E-Mail</b>	MORMSBY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	INTERLOCAL AGREEMENT W/ SPOKANE COUNTY ANIMAL CONTROL SERVICES

**Agenda Wording**  
 This is a restated Agreement for Animal Control Services with Spokane County for Services in the City of Spokane for 2019-2025.

**Summary (Background)**  
 This is a restated Interlocal Agreement for Animal Control Service with Spokane County for Services in the City of Spokane that includes a one time deficiency payment. A Special Budget Ordinance passed on February 24, 2020 provided the additional funding for the interlocal agreement.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Expense \$ 670,451.00		# 0020-88400-18900-54201
Expense \$ 89,431.00		# 0020-88400-18900-54201
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	INGIOSI, PAUL	<b>Study Session/Other</b>	1/8/20
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	1/27/20
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	TSHELDON@spokanecounty.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	aschmidt@spokanecity.org	
<b>Additional Approvals</b>		GGEMMILL@spokanecounty.org	
<b>Purchasing</b>		twallace@spokanecity.org	
		lwilliams@spokanecity.org	
		Lsoffes@SpokaneCounty.org	
	APPROVED BY SPOKANE CITY COUNCIL: 4/13/2020	mpiccolo@spokane city. org	

*[Signature]*  
 CITY CLERK

**RESTATED INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES  
IN THE CITY OF SPOKANE  
January 1, 2019-December 31, 2025**

**THIS RESTATED INTERLOCAL 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**, a **municipal corporation of the State of Washington**, having offices for the transaction of business at **808 West Spokane Falls Boulevard**, Spokane, Washington 99201, 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), chapter 16.08 RCW 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) City of Spokane may enact ordinances dealing with animal control within its boundaries.
- (e) Spokane County owns a facility located at 6815 East Trent Avenue, Spokane Valley, Washington 99212 ("Regional Animal Control Facility") from which Spokane County provides certain animal control services to itself and other public entities. Spokane County under Resolution No. 13-0087 and the City of Spokane under Document No. OPR 2013-0030 entered into an agreement wherein Spokane County agreed to provide certain animal control services to the City of Spokane for a term of twenty (20) years under certain terms and conditions ("Interlocal Agreement for Animal Control Services in the City of Spokane").
- (f) Spokane County and the City of Spokane desire to terminate the Interlocal Agreement for Animal Control Services in the City of Spokane effective December 31, 2018, and execute a new agreement for a seven (7) year time frame from January 1, 2019 through December 31, 2025, which more accurately recognizes and allocates to the City of Spokane a share of the operating costs of the Regional Animal Control Facility based on the operational experience of Spokane County from January 1,

2014, through December 31, 2018 as well as more accurately sets forth the animal control services which Spokane County will provide to the City of Spokane.

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

- (a) **Restated Agreement:** “Restated Agreement” means this Restated Interlocal Agreement for Animal Control Services in the City of Spokane (January 1, 2019-December 31, 2025) between the CITY and COUNTY regarding animal control services.
- (b) **City:** “CITY” means the City of Spokane.
- (c) **County:** “COUNTY” means Spokane County.
- (d) **Services:** “Services” means those services identified in Attachment “1” attached hereto and incorporated herein by reference. The PARTIES agree that the COUNTY through the Spokane County Regional Animal Protection Service Department Director will have the sole authority to determine the level of services provided in Attachment “1” to the CITY during the initial term of the Restated Agreement based upon revenues received from providing Services to the CITY and other public entities as well as donations and grants. It is the PARTIES goal that revenues from all sources shall equal expenditures for providing Services to the CITY and other public entities on an annual basis.
- (e) **Annual Fee:** “Annual Fee” means that annual amount of money which the CITY will pay the COUNTY to provide Services. The annual fee is further addressed in Section No. 5.
- (f) **Irremediable Prognosis:** An animal determined by a licensed veterinarian to be suffering from severe, unremitting physical pain even with prompt, necessary and comprehensive veterinary care and/or an animal deemed by applicable law or determined by an animal behavioral specialist to be an untreatable threat to other animals or people.
- (g) **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.
- (h) **Regional Animal Control Facility:** “Regional Animal Control Facility” means that entire property owned by the COUNTY located at 6815 East Trent Avenue, Spokane Valley, Washington 99212 from which the COUNTY will provide Services.

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

The purpose of this Restated 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 Restated Agreement shall commence on January 1, 2019, and run for a term of seven (7) years terminating on December 31, 2025. This seven (7) year time frame shall be referred to as the "Initial Term". At the conclusion of the Initial Term, this Restated Agreement may be renewed upon mutual agreement of the PARTIES.

If the CITY wishes to terminate this Restated Agreement, it will issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a one-hundred-eighty (180) day termination Notification. Upon receipt of the written Notification of intent to terminate, the PARTIES will meet to confer on whether there are steps that the COUNTY can take assist in the transition.

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.

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

#### **A. Cost of Services**

The CITY shall pay the COUNTY an annual fee for Services provided under this Restated 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 for calendar year 2020 will be \$670,451 .

For each subsequent year of the Initial Term, the annual fee shall be increased by an amount equal to three (3) percent of the previous year's annual fee.

#### **B. Prior Deficient Payment**

In addition to the annual fee, the parties agree that the CITY shall pay the COUNTY a one-time payment in the amount of **EIGHTY NINE THOUSAND FOUR HUNDRED AND THIRTY ONE DOLLARS (\$89,431.00)** for prior deficient payments from January 1, 2014 through December 31, 2019 as set forth in invoices previously provided to the CITY. This one-time payment resolves all claims for deficient payments for animal control services by the County to the City for the time period set forth above.

### C. 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.

There shall be no annual settle and adjust reconciliation with regard to any Services provided under this Restated Agreement.

The COUNTY will bill the CITY for the annual fee 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.

The COUNTY, at its sole option, may charge interest on any late 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.

### D. Establishment of Regional Animal Control Advisory Board

There shall be established a Regional Animal Control Advisory Board ("Advisory Board") for the term of the Restated Agreement. The Advisory Board shall consist of seven (7) members, two (2) representatives to be appointed by the CITY, two (2) representatives to be appointed by the COUNTY, and two (2) representatives to be appointed by the City of Spokane Valley, if the City of Spokane Valley executes an agreement similar to this Restated Agreement, and a seventh representative to be jointly appointed by the mayors of cities/towns that contract for animal control services from the COUNTY. If the City of Spokane Valley does not execute an agreement similar to this Restated Agreement, then the fifth (5) representative will be jointly appointed by the mayors of cities/towns that contract for animal control services from the COUNTY. A majority of the Advisory Board shall constitute a quorum for the transaction of any business so long as both the COUNTY and the CITY and the City of Spokane Valley, if they execute an agreement similar to this Restated Agreement, are represented in the matter. The number of members may be modified by recommendation of the Advisory Board and agreed to by the PARTIES or if the City of Spokane Valley has executed an agreement similar to this Restated Agreement, by the PARTIES and City of Spokane Valley.

The Advisory Board shall meet at the call of the Spokane County Regional Animal Protection Service Director. The Spokane County Regional Animal Protection Service Director or his/her designee shall attend all Advisory Board meetings as a non-voting member.

The Advisory Board shall provide advice and recommendation(s) on any matters referred to them by either the Board of County Commissioners, Spokane County Regional Animal Protection Service Director, or as provided for in Attachment "1".

**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 Restated Agreement.

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

**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:** Mayor or his/her authorized designee  
City of Spokane  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

**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 Restated 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 Restated 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 Restated Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for any veterinary, licensing, euthanasia or cremation services.

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

The COUNTY shall hire, assign, retain and discipline all employees performing Services under this Restated 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**

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Restated Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Restated Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

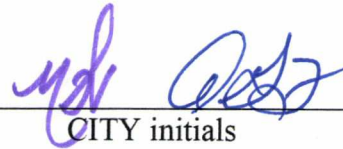
If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

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.

Each party's duty to indemnify shall survive the termination or expiration of the Restated Agreement.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Restated Agreement. The PARTIES have specifically negotiated this provision.

\_\_\_\_\_  
COUNTY initials

  
\_\_\_\_\_  
CITY initials

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

The PARTIES intend that an independent contractor relationship will be created by this Restated 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 Restated 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 Restated 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 Restated Agreement may be modified in writing by mutual written agreement of the PARTIES.

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

The ownership of all property and equipment utilized in conjunction with providing the Services under this Restated 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 Restated 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 Restated Agreement. No changes or additions to this Restated Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Restated 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 7.04A 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 Restated 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 Restated 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 Restated 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 Restated 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 Restated Agreement. If it should appear that any part, term or provision of this Restated 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 Restated 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 Restated 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 Restated 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 RESTATED AGREEMENT**

Time is of the essence of this Restated 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 Restated 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 Restated Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Restated Agreement.

A delay or interruption in or failure of performance of all or any part of this Restated 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 Restated 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 Restated Agreement, shall be deemed not a default under this Restated Agreement.

**SECTION NO. 24: FILING**

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

**SECTION NO. 27: DISCLAIMER**

Except as otherwise provided, this Restated 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 Restated Agreement shall have or acquire any interest in the Restated 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 Restated Agreement.

## **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 Restated Agreement because of age, sex (including pregnancy), race, color, religion, creed, marital status, familial status, sexual orientation, gender identity (including transgender status), national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, or any other basis prohibited by law.

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

Nothing in this Restated 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.

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

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

During the term of the Restated 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 limit 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 Restated 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 Restated 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 Restated Agreement. The coverage must remain in effect for two years after the Restated 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 Restated Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Restated 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 Restated Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **RESTATED 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.

**SECTION NO. 34: TERMINATION OF INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF SPOKANE**

Spokane County under Resolution No. 13-0087 and the City of Spokane under OPR 2013-0030 executed a document entitled "Interlocal Agreement for Animal Control Services in the City of Spokane". That document provides that it may be terminated during its initial twenty (20) year term by mutual agreement of the City of Spokane and Spokane County. The PARTIES intend that execution of this Restated Agreement shall constitute mutual termination of the document entitled "Interlocal Agreement for Animal Control Services in the City of Spokane" executed by Spokane County under Resolution No. 13-0087 and the City of Spokane under OPR 2013-0030, effective as of midnight December 31, 2018, with the Restated Agreement being effective as of 12:01 a.m. on January 1, 2019.

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

DATED: 5.12.2020

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



Al French  
AL FRENCH, Chair

ATTEST

Josh Kerns  
JOSH KERNS, Vice-Chairman

GINNA VASQUEZ  
GINNA VASQUEZ, Clerk of the Board

MARY L. KUNEY  
MARY L. KUNEY, Commissioner

DATED: 4/21/2020

CITY OF SPOKANE

By: Yvonne Kudrinski

Attest:

Title: Mayor

Terri Ziegler  
City Clerk

Approved as to form:

Michael P. Priole  
Assistant City Attorney



## ATTACHMENT "1"

The COUNTY through the Spokane County Regional Animal Protection Service ("SCRAPS") will provide Animal Protection Services to the CITY within the CITY's boundaries. The CITY agrees to specially commission any SCRAPS staff necessary for the provision of such Services so long as such staff meets the requirement(s) necessary for such commission.

For the purpose of this Restated Agreement, Animal Protection 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 Restated 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).

Animal Protection Services also includes: (1) Protection and Enforcement Services, (2) Shelter Services, (3) Special Program Services, (4) Animal Control Ordinance / Licenses / Fees / Penalties Services, (5) Veterinary Services, (6) Citizen Complaint Services, (7) Citizen Complaint Reporting Services, (8) Activity Specific Reporting Services, and (9) Miscellaneous Services.

### **(1) PROTECTION AND ENFORCEMENT SERVICES**

Protection and enforcement services provided during normal hours of operation, as determined by the COUNTY after consultation with the Advisory Board include responses to the following high priority and low priority requests for service:

**High Priority** requests for service are those that may pose an emergent danger to the community and/or require response by a commissioned Animal Protection Officer and include the following requests:

- Abandoned animal
- Animal at large investigation
- Animal cruelty
- Barking investigation
- Bite to humans or other animals
- Check on conditions
- Code violation
- Compliance check
- Emphasis patrol
- Exotic inspection
- Follow-up
- Failure to report a hit-by-car animal
- Illegal kennel

- Illegal tethering
- Information visit
- Kennel inspection
- Law enforcement or fire department assist
- Non-compliance check
- Prohibited sale
- Re-check
- Threat
- Unsafe confinement

**Low Priority** requests for service are those that do not pose an emergent danger to the community and/or may be attended to by an Animal Service Representative (via phone) or a non-commissioned Animal Protection Assistant and include the following requests:

- Animal at large letter or officer contact
- Barking officer contact
- Barking letter
- Community cat field release
- Confined animal
- Dead on arrival animal
- Documentation pickup/delivery
- Dog park patrol
- Injured animal
- Owner release
- Patrol for aggressive dog
- Trap pickup
- Sick animal
- Stray, unconfined animal

Protection and enforcement services provided after normal hours of operation, referred to as Emergency Services, include the following requests for services *depending on individual circumstance/severity*:

- Abandoned animal
- Animal bite
- Animal cruelty
- Check on conditions
- Confined unsafe
- Dog at large threats (if dog still at large)
- Illegal tethering

- Injured animal
- Law enforcement or fire department assist
- Patrol for aggressive dog
- Sick animal

***Dangerous Animal Response:*** When a dangerous animal is not safely contained and poses an ongoing and imminent threat to the public, the CITY will be notified by SCRAPS and the CITY will treat such instances as a priority patrol response. If the CITY requests SCRAPS to assist with a dangerous animal, the COUNTY will be notified and agrees to treat the instance as a priority response. The investigation and enforcement of all laws pertaining to dangerous animals is the responsibility of the SCRAPS.

**(2) SHELTER SERVICES**

Shelter services involve caring for and placing Spokane County's homeless, displaced, lost, abused, and/or neglected dogs, cats, and other domesticated animals. Public Shelter hours of operation will be determined by the COUNTY after consultation with the Advisory Board. These services include:

- Post-impound animal care includes foster placement and/or in-shelter housing, daily feeding and cleaning, behavior/personality assessment, enrichment, and necessary veterinary care.
- Animal placement includes reunification with owners (redemptions), adoption into new homes, and transfer to partner animal rescue organizations.
- Animals deemed "dangerous" pursuant to Spokane County Code are quarantined and held pending a law enforcement (animal protection) determination.
- Operating policies, codes, public fee structures, and partnerships are aimed at reducing the number of animals impounded and minimizing their lengths of stay, while working to secure life-affirming outcomes for them whenever possible and appropriate. Efforts to reduce the number of animals impounded include the acceptance of owner surrendered animals only in exigent circumstances or when shelter capacity is high, the maintenance of a pet food bank for animal owners, and the undertaking of a trap-neuter-return program that facilitates the sterilization and vaccination of community cats.
- Operations include the maintenance of a crematorium to properly dispose of deceased animals.
- The County will maintain a pet license program to comply with County Code.
- The operating policy of SCRAPS will be to restrict euthanasia to only those cases in which the animal in the care of the facility is found to be in the process of dying or determined by a licensed veterinarian or animal behavioral specialist to suffer from an irremediable prognosis. No euthanasia will be performed without the express approval of the SCRAPS Director.



Animals in the care of SCRAPS will not be sent to or exchanged with any other animal shelter, care facility, or rescue with policies that do not meet this standard.

**(3) SPECIAL PROGRAMS SERVICES**

Special programs services include the facilitation of the shelter's volunteer and community outreach programs.

**(4) ANIMAL CONTROL ORDINANCE / LICENSES/ FEES / PENALTIES SERVICES**

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 exists 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 realized 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 Restated Agreement semiannually on 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 Restated 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 calendar year this Restated 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 the COUNTY in providing Services in any court of lawful jurisdiction except if the enforcement constitutes a felony.

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

In performing Services, the COUNTY will provide all necessary personnel, vehicles, and materials.

**(5) VETERINARY SERVICES**

Veterinary services include the undertaking of routine wellness exams and the administration of vaccinations upon impound, the treatment of common causes of illness, the performance of

sterilization surgeries, and the surgical correction of common ailments. Veterinary services may also involve the procurement of third-party emergency care, as deemed necessary.

**(6) Citizen Complaint Reporting**

Spokane County will provide CITY and any other Contracting Party with a monthly report listing any complaints received within the CITY by SCRAPS staff for the preceding month, and, for each complaint, the associated listing shall include:

- The nature of the complaint.
- The location of the associated incident.

**Citizen Complaint Process**

- Written complaints may be submitted via mail, email, or the online complaint form available on the SCRAPS website. Verbal complaints, whether submitted telephonically or in person, shall be documented in writing by the SCRAPS staff member receiving the complaint.
- All complaints shall be handled by SCRAPS Management within five (5) business days *unless* the complaint is related to an ongoing/active investigation.
- Unresolved complaints shall be referred to the Board of County Commissioners and resolved within ten (10) business days of receipt. Spokane County will notify the appropriate Contracting Party's representative in writing of the Board of County Commissioners' decision.

**(7) ACTIVITY SPECIFIC REPORTING SERVICES**

Activity-specific statistics will be shared with CITY monthly and will include the following:

- The number of requests for service by type.
- The number of impounded animals.
- The number of community cats trapped, sterilized, vaccinated, and returned to the field.
- The number of emergency requests for service.

**(8) MISCELLANEOUS SERVICES**

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

Services provided by the COUNTY under the terms of this Restated Agreement, absent subsequent negotiation and agreement, shall not include:

- Holding licensed/identified dogs/cats for a period of more than five (5) business days. Provided, at sole discretion of the COUNTY, holding periods may be extended.

- Holding unlicensed/unidentified dogs/cats for a period of more than seventy-two (72) hours. Provided, at sole discretion of the COUNTY, holding periods may be extended.
- Picking up dead wildlife or livestock on CITY streets, roads or alleys.
- Providing emergency service for dead animals at any time or for dead dogs/cats after normal hours of operation.
- Providing Hearing Examiner services.
- Providing humane traps to the public.
- Responding to calls pertaining to wildlife and/or holding any wildlife.

COUNTY will use the following Service Goals in providing the above Services:

- The provision of high priority and emergency protection and enforcement services as immediately as possible if a person's and/or animal's safety and/or health is at immediate risk or, in the absence of such immediate risk and whenever possible, within 24 hours of the request's submission.
- The provision of Low Priority protection and enforcement services within 48 hours of the request's submission whenever possible.
- The return of licensed or otherwise identified animals impounded in the field by Animal Protection Officers to their homes whenever possible or, in the absence of this possibility, the notification of the identified owner by phone and mail within 24 hours of the animal's impound.
- The operation of a 24-hour emergency phone line to allow for immediate response to requests for emergency protection and enforcement services.
- The examination, scanning (for a microchip), and vaccination of all impounded animals whose disposition will allow for such action(s).
- The provision of appropriate routine, veterinary, and other care to impounded animals and the securing of life-affirming outcomes for impounded animals whenever possible and appropriate.
- The offering of convenient online avenues for the submission of requests for protection and enforcement services and pet licensing procurement.

COUNTY will recognize the following performance measures in providing the following specific services:

*Protection and Enforcement Services:*

- Volume of and response time to high priority calls.
- Volume of and response time to low priority calls.

*Shelter Services:*

- Save and live release rates for impounded animals.

- Number of community cats sterilized, vaccinated, and returned to field.

COUNTY will use the following standards in providing the applicable service(s):

- The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters (identifying standards of care for and acceptable/desirable/unacceptable/undesirable practices in animal shelters).
- Koret Shelter Medicine Program at UC Davis, University of Wisconsin-Madison Shelter Medicine Program (identifying standards and providing guidelines for the provision of efficient and progressive veterinary care in animal shelters).
- National Animal Control Association (setting standards for animal control and animal protection officer training).

Any CITY concern regarding the provision of services under this Restated Agreement may be forwarded to the Advisory Board for consideration at their next scheduled meeting. Failure to resolve the concern by the Advisory Board 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 seek resolution pursuant to SECTION No. 17.