

NO. **19 - 0026**

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 THE TOWN OF)
LATAH WHEREIN THE COUNTY WILL PROVIDE)
ANIMAL CONTROL SERVICES)

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

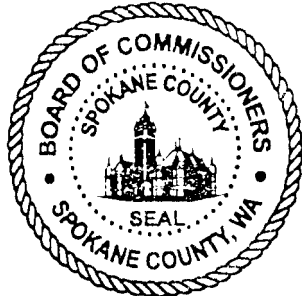
WHEREAS, the Town of Latah may enact ordinances dealing with animal control within its boundaries; and

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 Town of Latah desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the Town of Latah.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chair 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 TOWN OF LATAH (January 1, 2019 - December 31, 2019)" pursuant to which, under certain terms and conditions, Spokane County will provide certain animal control services to the Town of Latah. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 15th day of January, 2019.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

[Signature]
CHAIR

[Signature]
VICE CHAIR

[Signature]
COMMISSIONER

ATTEST:

[Signature]
Ginna Vasquez, Clerk of the Board

Return to: **GINNA VASQUEZ**
Clerk of the Board
1116 West Broadway
Spokane, Washington 99260

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
IN THE TOWN OF LATAH
(January 1, 2019- December 31, 2019)**

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 may be referred to as "COUNTY," and the **Town of Latah**, a municipal corporation of the State of Washington, having offices for the transaction of business at 108 E. Market Street, Latah, Washington 99018, hereinafter may be referred to as "TOWN," and 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 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 Town of Latah may enact ordinances dealing with animal control within its boundaries; and

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

WHEREAS, the Town of Latah desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the Town of Latah.

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 PARTIES' understanding as to the terms and conditions under which COUNTY, through its Animal Control Department ("SCRAPS") will provide "Animal Control Services" to TOWN within its boundaries. It is the intent of PARTIES that Animal Control Services to be provided by COUNTY will be consistent with TOWN's form of government provided for in chapter 35A.13 RCW and within the statutory responsibilities of a Town Animal Control Officer.

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

1. Enforcement of TOWN's Animal Control Ordinance;
2. Enforcement of TOWN'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"; 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 TOWN for unlicensed dogs and cats.

In conjunction with the enforcement of No. 1 and 2 herein above, TOWN shall adopt and keep current by appropriate legislative actions, (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 provisions. This responsibility shall not be deemed a restriction upon the TOWN's legislative power. COUNTY'S ordinances are respectively codified as Chapter 5.04 and Chapter 5.12 of the Spokane County Code.

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

TOWN shall provide legal counsel to prosecute any citations/complaints issued by COUNTY in enforcement of 1 through 5 hereinabove in the Spokane County District Court or Spokane County 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 TOWN.

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. The SCRAPS Regional Director agrees to meet and confer with TOWN with respect to staff assigned to provide Animal Control Services. Issues of discipline or performance will be specifically left to COUNTY.

The SCRAPS Regional Director or his/her designee agrees to attend staff meetings as requested by TOWN.

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

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

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2019, and run through 12:00 P.M. December 31, 2019, unless one of PARTIES provides notice of termination as provided in Section Nos. 4 and 9 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

TOWN shall pay COUNTY the actual costs for Animal Control Services provided under this Agreement. The cost for Animal Control Services under this Agreement for calendar year 2019 shall be THREE HUNDRED TWENTY-SEVEN (\$327.00). TOWN understands that COUNTY will be using a new methodology to determine costs of services for calendar year 2020 and subsequent years.

TOWN will pay for services as outlined, monthly, during the first week of the month. Payments by TOWN 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 TOWN 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 PARTIES at the address set forth below for such Party, or at such other address as 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, WA 99260

Spokane County Regional Animal Protection Services (SCRAPS)
6815 East Trent
Spokane Valley, WA 99212
Attention: SCRAPS Regional Director

TOWN: Town of Latah Mayor (or his/her authorized representative)
108 East Market Street
Latah, Washington 99018

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 TOWN 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 TOWN, COUNTY shall defend the same at its sole cost and expense; provided that TOWN 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 TOWN, and its officers, agents, and employees, or any of them, or jointly

against TOWN and COUNTY and their respective officer, agents, and employees, COUNTY shall satisfy the same.

(b) TOWN 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 TOWN, 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, TOWN 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 TOWN and their respective officers, agents, and employees, TOWN 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 other Party's employees. 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

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 TOWN for any purpose. Likewise, no agent, employee, servant or TOWN 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 only in writing by mutual agreement of 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, TOWN 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 TOWN's option, COUNTY shall continue to provide Animal Control Services to completion for those criminal/infracton 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 PARTIES to the contrary.

SECTION NO. 11: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by PARTIES. 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 PARTIES unless such change or addition is in writing, executed by PARTIES.

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

SECTION NO. 12: DISPUTE RESOLUTION

Any dispute among 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 PARTIES shall be subject to arbitration.

COUNTY and TOWN 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 TOWN.

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

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 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 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 SCRAPS Regional Director agrees to meet with TOWN on a monthly basis to review the services being provided herein. The SCRAPS Regional Director or his/her designee will immediately notify the TOWN Mayor or his/her designee of any Animal Control emergency within TOWN.

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 COUNTY property and shall be made available to TOWN upon request by TOWN Mayor. COUNTY or Animal Control Department will notify TOWN 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: SUPERSEDE

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

SECTION NO. 19: EXECUTION AND APPROVAL

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. 20: 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.

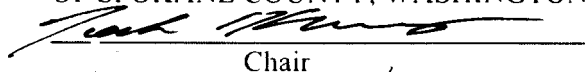
SECTION NO. 21: RCW 39.34 REQUIRED CLAUSES

- 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. **FINANCING**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- F. **TERMINATION**: See Section No. 9 above.
- G. **PROPERTY UPON TERMINATION**: See Section No. 10 above.

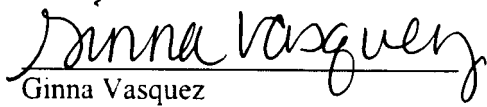
IN WITNESS WHEREOF, PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

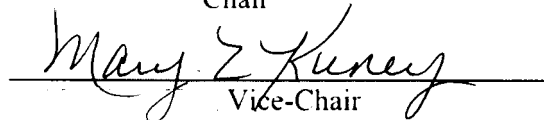
DATED: 1-15-19

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


Chair

ATTEST:


Ginna Vasquez
Clerk of the Board


Vice-Chair

Clerk of the Board

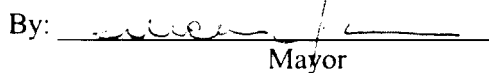
19 - 0026

Commissioner

DATED: 12 27 2018

TOWN OF LATAH

Attest:

By: 
Mayor

Town Clerk

Approved as to form only:

Town Attorney

Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: SCRAPS

CONTACT PERSON: Lindsey Soffes

PHONE NUMBER: 509-477-1967

CHECK TYPE OF MEETING ITEM BELOW:

9:00 AM CEO MEETING:

2:00 PM CONSENT AGENDA:
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:
BY LEAVE:

SPECIAL SESSION:

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No. 19 - 0026
Approved: Majority/Unanimous _____
Denied: Majority/Unanimous _____
Renews/Amends No. _____
Public Works No. _____
Purchasing Dept. No. _____

AGENDA TITLE: SCRAPS Interlocal Agreement for Animal Protection Services with the Town of Latah

BACKGROUND: (Attach separate sheet(s) if necessary): In 2018, the town of Latah requested to contract with the Spokane County Regional Animal Protection Service (SCRAPS) for the provision of animal protection services. The contract submitted for the Board's review and approval contemplates SCRAPS' provision of these services to Latah for the year 2019 only (in anticipation of contract renegotiations with currently contracting smaller jurisdictions in 2019).

FISCAL IMPACT: Animal protection (i.e., enforcement) service revenue increase of \$327.

REQUESTED BOARD ACTION: Approval of submitted Interlocal Agreement.

SIGNATURES: (Signatures must be completed before submitting to the Clerk of the Board).

1) Legal Department

2) Auditor's Office

3) Budget Office

4) Department Head/Elected Official or Designated Authority (Requesting Agenda Item)

5) Central Services

Other

This item will need to be codified in the Spokane County Code.