

Return to: Daniela Erickson  
Clerk of the Board  
1116 West Broadway  
Spokane, Washington 99260

Spokane Valley Contract  
No. C03-35  
Approved: April 22, 2003

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES  
3 0424 IN THE CITY OF SPOKANE VALLEY  
(April 1, 2003-December 31, 2004)**

**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 Spokane Valley**, a municipal corporation of the State of Washington, having offices for the transaction of business at the Redwood Plaza, 11707 East Sprague Avenue, Suite 106, Spokane Valley, Washington 99206, 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 has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to chapter 35.02 RCW, the City of Spokane Valley established 12:01 A.M., April 1, 2003, as its official date of incorporation and upon that date will commence operations as a city; and

**WHEREAS**, pursuant to chapter 35.02 RCW, as of the official date of incorporation, local governmental authority and jurisdiction with respect to the newly incorporated area transfers from Spokane County to the City of Spokane Valley; 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(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; and

**WHEREAS**, the City of Spokane Valley 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. Spokane County also owns and operates an animal shelter located at 2521 N. Flora Road, Spokane Valley, Washington; and

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

**NOW THEREFORE** for and in consideration of the mutual promises set forth hereinafter the PARTIES do hereby 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, 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); and
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 1 and 2 herein above, CITY shall adopt and keep current by appropriate legislative action, 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 of Chapter 5.04 of the Spokane County Code and Chapter 5.12 of the Spokane County Code.

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 1 through 5 herein above 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 Manager.

CITY 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 CITY at cost negotiated between CITY and COUNTY.

## **SECTION NO. 2: DURATION**

This Agreement shall be effective at 12:01 A.M. on April 1, 2003, and run through 12:00 P.M. December 31, 2004, unless one of the PARTIES provides notice of termination as provided in Sections No. 4 and 9 of this Agreement.

## **SECTION NO. 3: COST OF SERVICES AND PAYMENTS**

CITY shall pay COUNTY the actual costs for Animal Control Services provided under this Agreement. The estimated cost for Animal Control Services under this Agreement for calendar year 2003 shall be TWO HUNDRED EIGHTY SIX THOUSAND EIGHTY THREE DOLLARS (\$286,083). CITY'S cost was arrived at by using the methodology set forth in Attachment "B," attached hereto and incorporated herein by reference. The methodology contemplates that COUNTY will retain all revenues as outlined in Attachment "B," collected from performing such services.

The PARTIES agree to use the same methodologies contained in Attachment "B" to arrive at the estimated costs for calendar year 2004 Animal Control Services. The PARTIES recognize that the costs will more than likely increase in 2004. For instance, staff may receive salary adjustments by COUNTY and/or the maintenance and operation expenses of the Animal Control Office may increase. These increases or potential decreases will be reflected in the figures used in the methodologies for calculating the CITY'S 2004 estimated costs. Additionally, the methodologies will use the Spokane Animal Control Department Time Study Analysis Report ("Report"). This Report tracks the actual amount of time spent by Animal Control staff on animal control services in CITY and other areas of Spokane County.

At the end of calendar year 2003 and calendar year 2004 respectively, using the numbers in the Report, COUNTY will determine whether or not the estimated percentage number used as the basis for calculating costs of Animal Control Services was accurate. To the extent that CITY was over billed in any year, it will receive a credit to be applied as mutually agreed. If CITY was under billed, it will receive a debit in the subsequent billing. The adjustment will normally take place in March of the year following the year Animal Control Services were performed.

COUNTY will bill CITY for the cost of services as outlined, monthly, during the first week of the month. Payments by CITY will be due by the 5<sup>th</sup> 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 earnings 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: (1) 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, Washington 99260

Animal Control Shelter  
2521 North Flora Road  
Spokane Valley, Washington 99216  
Attention: Animal Control Director

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

**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 officers, 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 claim, 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 and 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 for COUNTY professional liability and auto liability coverages.

## **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 180 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 herein above to the date of termination.

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

**SECTION NO. 10: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in by COUNTY is providing Animal Control Services shall remain with the 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 2004 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 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 courts 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 Manager 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 Manager. COUNTY or Animal Control Department will notify CITY of any public disclosure request under chapter 42.17 RCW for copies or viewing of such records as well as the COUNTY'S response thereto.

**SECTION NO. 18: ASSURANCE**

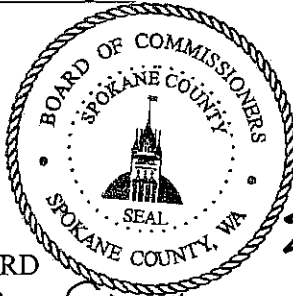
COUNTY represent and assure CITY that no other city or town will receive more favored treatment in receipt of Animal Control Services than that made available to CITY for similar services.

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

DATED: 4/29/2003

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

**ABSENT**



JOHN ROSKELLEY, ~~Chair~~

ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

~~PHILIP D. HARRIS, Vice-Chair~~

BY: Daniela Erickson  
Daniela Erickson, Deputy

M. Kate McCaslin  
M. KATE MCCASLIN

DATED: April 22, 2003

CITY OF SPOKANE VALLEY

By: [Signature]

Its: Interim City Manager  
(Title)

Attest: [Signature]  
City Clerk

Approved as to form only:

[Signature]  
Acting City Attorney

# 3 0424 Animal Control Services

## Field Services:

All field services are provided during normal hours of operation:

*Normal hours of operation- animal control officer on duty:*

*Monday – Friday 7:00 AM – 6:00 PM & Saturday 9:00 AM – 5:00 PM – except holidays*

- Dog at large complaints
- Cat at large on private property
- Dog barking
- Dog or cat no license
- Dog or cat no rabies vaccination
- Dog threatens person
- Dog threatens domestic animal
- Dog or cat bite
- Injured dog or cat
- Sick dog or cat
- Agency assist
- Abandoned animal
- Animal cruelty
- Dead on arrival dog or cat
- Confined dog or cat
- Trapping dog or cat
- Vicious dog
- Kennel inspections
- Dangerous dog inspections
- Inherently dangerous mammal or reptile inspections
- Other as deemed necessary by the department

Emergency services only after normal hours of operation:

- Injured or sick dog/cat.
- Dog/cat bite – dog/cat is still at large.
- Dog bite – severe dog bite (victim is in hospital and dog will need to be quarantined immediately in the county shelter).
- Vicious or threatening dog – dog threatens persons or domestic animals and is still at large.
- Animal in our humane trap that is making a disturbance or injuring itself.
- Other law enforcement agency requests our assistance when animals are involved.
- Other emergency such as extreme cruelty, pet dying in a hot vehicle, etc.
- Exotic DANGEROUS PET at large (i.e.; cougar, tiger, wolf, bear, etc.).
- Multiple calls on same problem – *animal control officer on call will evaluate and make a determination on whether to respond.*

ATTACHMENT "A"

## **3 0424**

### **Shelter Services:**

#### *Shelter hours:*

*Monday, Tuesday, Thursday and Friday 10:00 AM – 5:30 PM & Saturday 1:00 PM – 4:30 PM – closed Wednesday, Sunday and holidays*

#### **Full service animal shelter –**

- **Housing dog/cat – occasional other animal**
- **Pet license program**
- **After hours animal receiving room**
- **Animal redemptions**
- **Adoption program**
- **Volunteer program**
- **Dog training program**
- **Trapping program**
- **Crematorium on site**

### **Educational Services:**

- **Dog bite prevention program -elementary schools and service workers**
- **School career fair participation**
- **Specialty presentations available upon request**
- **Public service announcements – newspaper, radio, television**
- **Community outreach – fair booth, license clinics, special events, etc.**
- **Website**

**Spokane County Animal Control**  
Revised February 18, 2003

3 0424

***Cost for providing the current level of service to the City of Spokane Valley.***

Department Expenses	\$1,205,024
Department Revenues	\$421,611
<b>Cost of Animal Control</b>	<b><u>\$783,413</u> X 48.69% = \$381,444*</b>

Spokane County Animal Control currently provides 48.69% of it's services within the city limits of Spokane Valley.

The cost to the city of Spokane Valley is based on estimated expenses offset by projected revenues.

\*This is a 12-month figure from April 1, 2003 through December 31, 2003 amount is \$286,083.00

3 0424

## Spokane County Animal Control

Time Study – Percentages for the City of Spokane Valley

<b>Service</b>	<b>Spokane Valley</b>	<b>Our Weight</b>	<b>Total</b>
Request for service – ACO	49.34%	40%	19.74%
Animal Impounds	47.64%	35%	16.67%
Investigations	48.25%	15%	7.24%
Emergency calls	48.51%	7%	3.40%
Trapping Program	54.17%	3%	1.63%
<b>Total</b>			<b>48.69%</b>