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AGENDA SHEET FOR COUNCIL MEETING OF: March 10, 2008

Submitting Dept. Engineering Services

Contact Person/Phone No. Dave Steele/625-6064

CITY CLERK'S OFFICE SPOKANE, WA Council Sponsor Public Works Committee

ADMINISTRATIVE SESSION

- o Contract
o Report
o Claims

LEGISLATIVE SESSION

- o Emergency Ord
o Resolution
o Final Reading Ord
o First Reading Ord
o Special Consideration
o Hearing

CITY PRIORITY

- o Communications
o Economic Development
o Growth Management
o Human Services
o Neighborhoods
o Public Safety
o Quality Service Delivery
o Racial Equity/Cultural Diversity
o Rebuild/Maintain Infrastructure

- CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2008-0184

STANDING COMMITTEES

(Date of Notification)

- o Finance
o Neighborhoods
o Planning/Community & Econ Dev

- o Public Safety
o Public Works 2/25/08

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA WORDING:

(If contract include the term.)

Interlocal Agreement with Spokane County for the expansion of the existing Spokane County Regional Animal Control System animal shelter prior to January 1, 2010. This Interlocal outlines the City and County contributions to the required expansion of the existing animal shelter and the subsequent ownership and amortization agreement. (Various Neighborhood Councils)

BACKGROUND:

(Attach additional sheet if necessary)

This Interlocal Agreement for the expansion of the animal control shelter creates a long-term partnership with the County and facilitates the expansion of the existing SCRAPS facility with subsequent amortization of the facility over 39.5 years and a residual (salvage value) of 5% at the end of the term.

RECOMMENDATION:

Approve

Table with Fiscal Impact and Budget Account columns. Fiscal Impact: Expenditure \$, Revenue \$, Budget Neutral. Budget Account: #, #.

ATTACHMENTS:

Include in Packets:

On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Director, Public Works & Utilities

Accounting

Legal

Chief of Staff for Mayor

Council President

DISTRIBUTION:

Engineering Services, S Decker
Accounting, P Dolan

Accounting, M Lesesne
Public Works & Utilities, D Steele

Neighborhood Services, G Hecht

COUNCIL ACTION:

March 10, 2008: See Council Action Memorandum dated March 17, 2008, for Council action on March 10, 2008.

March 31, 2008: See Council Action Memorandum dated March 31, 2008, for Council action on March 31, 2008.

* APPROVED BY SPOKANE CITY COUNCIL:

April 28, 2008

CITY CLERK

See Council Action Memo dated May 4, 2008.

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**INTERLOCAL AGREEMENT FOR EXPANSION OF SPOKANE COUNTY
REGIONAL ANIMAL PROTECTION SERVICE FACILITY**

THIS AGREEMENT 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."

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, the COUNTY operates and maintains a regional animal protection services department commonly known as Spokane County Regional Animal Protection Service ("SCRAPS"). SCRAPS operates out of a FACILITY owned by the COUNTY and located as 2521 N. Flora Road, Spokane Valley, Washington 99216 (the "FACILITY"); and

WHEREAS, the CITY presently contracts for animal control services with Spokanimal Care having offices for the transaction of business at 710 N. Napa Street, Spokane, Washington 99202. The CITY is desirous of contracting with the COUNTY to obtain animal control services; and

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

WHEREAS, in order for the COUNTY to provide animal control services for the CITY, the COUNTY must (i) expand its animal control FACILITY and (ii) acquire certain start up cost items. The PARTIES desire to reduce to writing each other's responsibility with regard to (i) the expansion of the COUNTY animal control FACILITY, and (ii) acquisition of start up cost items related to the COUNTY providing animal control services to the CITY. The PARTIES understand that there will be a companion Animal Control Services Agreement executed at the same time as the present Agreement which will address the specific animal control services which the COUNTY will provide for the CITY as well as the costs associated therewith.

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

SECTION NO. 1: DEFINITIONS

(a) Agreement: "Agreement" means this Interlocal Agreement between the CITY and COUNTY regarding (i) the expansion of the Spokane County Animal Control FACILITY located at 2521 North Flora Road, Spokane, Washington 99216, and (ii) acquisition of start up

cost items in conjunction with the COUNTY providing animal control services for the CITY under a separate interlocal agreement. The City's obligations under this Agreement are expressly contingent upon the PARTIES simultaneous and mutual execution of a contract for Animal Control Services in substantial form and content as set forth in Exhibit 1 (hereinafter the "Animal Control Service Agreement").

(b) Animal Control Services: "Animal Control Services" means those animal control services to be provided by the COUNTY to the CITY which are set forth in a separate companion agreement to be executed by the PARTIES at the same time as this Agreement.

(c) City: "CITY" means the City of Spokane.

(d) County: "COUNTY" means Spokane County.

(e) Facility: "FACILITY" means the structure owned by the COUNTY located at 2521 N. Flora Road, Spokane Valley, Washington 99216 used by the COUNTY to provide animal control services.

(f) Expansion: "EXPANSION" means that addition to the FACILITY necessary for the COUNTY to provide animal control services to the CITY.

(g) Master Plan: "Master Plan" means a plan prepared by an Architect. The Scope of Work for the Architect's services will include, but not be limited to: (1) *Site Survey* (Define the existing property boundaries and topography. Locate the existing structures and utilities. Define the (new) additional property size, configuration, topography and locate utilities. Soil borings to record existing underground conditions and soil load bearing capacities); (2) *Architectural Program* (Through a series of meetings the project scope will be identified and defined. All areas, their size and function within the facility will be developed then illustrated in a concept 'bubble' diagram. Operational plan will be tested against this 'bubble' diagram. Examine the existing Facility and identify upgrades/changes that may need to occur to meet program needs.); (3) *Code Review*, (4) *SEPA checklist* (does not include an essential public facility siting process); (5) *Conceptual Drawings* (Development of 2 or 3 concept schemes that illustrate solutions to the architectural program. Drawings and written information will be of sufficient detail for the development of budget cost estimates.); (6) *Budget Cost Estimates* (Development of a budget cost estimate on each of the concept schemes of sufficient detail to assist with the decision process to a preferred scheme. Each estimate will include all utility costs including the sewer and water upgrades to meet the needs of the project plus some growth capacity.); (7) *Total Project Cost Budget Estimate* (With the assistance of County Facilities, develop a total project cost budget estimate that includes the construction cost of the preferred scheme, A/E fees and other project costs); (8) *Timeline* (Develop a gant chart to illustrate the timeline from project approval to final acceptance and move in); (9) *Interim facility* (Assist the County in the planning of interim kennels/offices, if required, between the time County accepts City animal services and move in date of expanded facility.); and (10) *Master Plan* document (package and published all information into a format for presentation and review by others).

(h) Premises: "Premises" means the real property upon which the FACILITY and EXPANSION are located. It consists of approximately four (4) acres and is legally described in Attachment "A", attached and incorporated herein by reference.

(i) Start Up Cost Items: "Start up cost items" means those initial items necessary for the COUNTY to provide animal control services to the CITY. A listing of the Start Up Cost Items is set forth in Attachment "B", attached hereto and incorporated herein by reference. The PARTIES agree that only those items listed in Attachment "B" shall be termed START UP COST ITEMS.

SECTION NO. 2: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which (i) the FACILITY will be expanded in order that the COUNTY can provide animal control services for the CITY, and (ii) start up cost items will be acquired in conjunction with the COUNTY providing animal control services for the CITY.

SECTION NO. 3: DURATION

This Agreement shall be effective upon the date of the last signatory hereto and the date of the last signatory to a companion agreement addressing the animal control services to be provided by the COUNTY to the CITY. Once effective, this Agreement can only be terminated by joint agreement of the PARTIES.

SECTION NO. 4: EXPANSION OF FACILITY

The responsibilities of the CITY in conjunction with the EXPANSION of the FACILITY include:

- (a) Selection and employment of an Architect consistent with chapter 39.80 RCW and applicable local regulations to design the EXPANSION and prepare a Master Plan for the Premises. The Premises comprise *approximately* four (4) acres. The COUNTY shall have at least one (1) representative on the Architect selection review committee. The COUNTY shall have input in and final design approval of the EXPANSION as well as in put in and final approval of the Scope of Work for the Master Plan. The COUNTY shall provide the Architect with any architectural plans it has for the FACILITY to assist in the design of the EXPANSION. The CITY shall have the sole responsibility to pay all of the Architects fees associated with the design of the EXPANSION and preparation of the Master Plan for the Premises.
- (b) Preparation of the constructions documents necessary for the EXPANSION as designed by the Architect consistent with applicable public works statutes. The CITY shall provide the COUNTY with a copy of the construction documents and afford the COUNTY a reasonable time frame to review the construction documents prior to their advertisement to ensure that the construction documents address the operation of the FACILITY during the construction of the EXPANSION and other relevant matters including but not limited to insurance, performance bonds, and retainage. The CITY shall have the sole responsibility to pay all costs associated with the preparation of the construction documents for the

EXPANSION, except those costs incurred by the COUNTY in reviewing the construction documents.

- (c) Letting out the bid for the EXPANSION and award of the bid for the EXPANSION. The COUNTY shall have the right to review bids and participate in the approval/award of the construction contract.
- (d) Providing project management, construction administration and project closeout for the EXPANSION.
- (e) Payment of all costs, including change orders, associated with the EXPANSION to all laborers, mechanics, subcontractors and material man, and all persons who supply persons or persons, or subcontractors, with provisions and supplies for the EXPANSION.

The responsibilities of the COUNTY in conjunction with the EXPANSION of the FACILITY include:

- (a) Selection and employment of an Engineer consistent with chapter 39.80 RCW and applicable local regulations to design a sewage connection of the FACILITY and EXPANSION to a public treatment facility. The CITY shall have input in the Engineer's Scope of Work in conjunction with design of the sewage connection. The COUNTY shall have the sole responsibility to *initially* pay all of the Engineer's fees associated with the design of the sewage connection. However, the PARTIES agree that the fees of the Engineer will be split on an equal basis between the PARTIES. Upon completion and acceptance of design plans by the COUNTY, the COUNTY will bill the CITY for one-half of the total Engineer's fees for the design of the sewage connection. The CITY shall reimburse the COUNTY within thirty (30) calendar days of its receipt of a billing. The COUNTY at its sole option may charge interest on any late payment based on lost interest earning had the amount due been invested in the COUNTY's investment pool at the end of the thirty (30) day time frame for the CITY's payment of its share of the Engineer's fees. The COUNTY may determine to allocate its share of the Engineer's fee for the preparation of the sewage connection to other municipal corporations it provides animal control services. In such instance, the CITY shall not be charged or allocated any share of the COUNTY proportionate share of the Engineer's fee.
- (b) Preparation of the construction documents necessary for the sewage connection as designed by the Engineer consistent with applicable public works statutes. The COUNTY shall provide the CITY with a copy of the construction documents and afford the CITY a reasonable time frame for review the construction documents for comments prior to their advertisement. The COUNTY shall have the sole responsibility to pay all costs associated with the preparation of the construction documents for the sewage connection, except those costs incurred by the CITY in reviewing or commenting on the construction documents.

The PARTIES may combine the construction documents for the EXPANSION with the construction documents for the sewage connection. Provided, in such instance, the agreement with the selected contractor shall specifically provide that the fees associated

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with the EXPANSION shall be the sole responsibility of the CITY and the fees associated with the sewage connection shall initially be the sole responsibility of the COUNTY subject to the CITY's obligation to reimburse the COUNTY one-half of such fees as provided for herein below.

- (c) Letting out for bid the sewage connection and award of the bid for the sewage connection. The CITY shall have the right to review bids and participate in the approval/award of the construction contract.
- (d) Providing project management, construction administration and project closeout for the sewage connection.
- (e) The COUNTY shall have the sole responsibility to *initially* pay all of the costs including change orders associated with the sewage connection to all laborers, mechanics, subcontractors and material man, and all persons who supply persons or persons, or subcontractors, with provisions and supplies for the sewage connection. However, the PARTIES agree that such costs will ultimately be split on an equal basis between the PARTIES. Upon completion and acceptance of the sewage connection public work by the COUNTY, the COUNTY will bill the CITY for one-half of the total costs for the sewage connection. The CITY shall reimburse the COUNTY within thirty (30) calendar days of its receipt of a billing. The COUNTY at its sole option may charge interest on any late payment based on lost interest earning had the amount due been invested in the COUNTY's investment pool at the end of the thirty (30) day time frame for the CITY to pay its share of the sewage connection. The COUNTY may determine to allocate its share of the sewage connection public work to other municipal corporations it provides animal control services. In such instance, the CITY shall not be charged or allocated any share of the COUNTY proportionate share of the sewage connection public work.

SECTION NO. 5: START-UP COST ITEMS

The responsibilities of the COUNTY in conjunction with the start up cost items include:

- (a) Notifying the CITY which start up cost items must be bid, can be purchased without bidding, or can be purchased off or through an interlocal agreement. The PARTIES recognize that some of the items set forth in Attachment "B" may not require competitive bidding under the COUNTY's procurement processes. The PARTIES further recognize that the COUNTY through interlocal agreement can purchase supplies, materials and equipment off other awarded competitive bids by other municipal corporations and/or political subdivisions
- (b) Preparing any bid specifications necessary and/or appropriate for the acquisition of the start up cost items listed in Attachment "B". The COUNTY shall provide the CITY with a copy of the bid specifications and afford the CITY a reasonable time frame to review the bid specifications and provide comments prior to their advertisement. The COUNTY shall have the sole responsibility to pay all costs associated with the preparation of the bid

specifications for the start up cost items, except those costs incurred by the CITY in reviewing or commenting on the bid specifications.

- (c) Obtain the CITY's written approval prior to acquiring any start up cost item. Recognizing that all of the start up cost items must be in the possession of the COUNTY prior to the COUNTY providing Animal Control Services to the CITY, the CITY agrees to respond to the COUNTY request(s) to approve the acquisition of any start up cost item within five (5) business days of the CITY's receipt of any written request
- (d) Acquire any start up cost items upon receipt of written approval from the CITY and CITY warrant in the amount of the start up cost item(s) being acquired. The COUNTY shall have no obligation to acquire any start up cost item without advance payment therefore from the CITY. If for any reason whatsoever, there is an overpayment or underpayment by the CITY for any start up cost item(s) the COUNTY or CITY respectively shall reimburse the other Party for such overpayment or underpayment within thirty (30) calendar days. Either Party may at its sole option charge interest on any overpayment or underpayment based on lost interest earnings had the amount determined due been invested in the respective PARTIES investment pool at the end of the thirty (30) day time frame.
- (e) All start up cost items acquired shall be owned by the COUNTY and title shall be in the COUNTY. Provided, however, each start up cost vehicle initially acquired shall be subject to a five (5) year straight line amortization schedule. If the CITY terminates its Animal Control Service agreement with the COUNTY during the amortization schedule for any start up cost vehicle initially acquired, the COUNTY agrees to pay the CITY the unamortized amount allocated to the vehicle as of the date of termination. The COUNTY shall reimburse the CITY the unamortized amount within thirty (30) calendar days of termination of the Animal Control Services agreement. The CITY at its sole option may charge interest on any late payment based on lost interest earning had the amount determined due been invested in the CITY's investment pool at the end of the thirty (30) day time for payment of the unamortized amount.

SECTION NO. 6: OWNERSHIP OF FACILITY AND EXPANSION

The PARTIES recognize and agree that the COUNTY owns the Premises upon which the FACILITY presently exists and the EXPANSION will be constructed by the CITY. The Premises are held in the name of Spokane County Fund 501. In the event it is determined by the Washington State Auditor's Office that the COUNTY is required to lease the real property from Spokane County Fund 501 in order to house the FACILITY and EXPANSION on the Premises, or the County must sell the real property held in the name of Spokane County Fund 501 to the COUNTY's General Fund in order to house the FACILITY and EXPANSION on the Premises, the COUNTY reserves the right to allocate such annual rent expense as an M&O cost or the acquisition cost as Capital cost consistent with the methodology set forth in companion Animal Control Services agreement to be executed concurrently with this Agreement.

The PARTIES further recognize that the COUNTY constructed and assumed all costs associated with the FACILITY and that the CITY will be responsible for all costs associated with the construction of the EXPANSION as provided for herein. Once the EXPANSION is completed, the PARTIES agree that the COUNTY will own both the FACILITY and EXPANSION. The PARTIES agree that the sole purpose of the EXPANSION is to provide animal control services to the CITY. In recognition of this fact, the PARTIES agree to an amortization schedule for all costs incurred by the CITY in conjunction with the EXPANSION as provided for in Section No. 4 (EXPANSION OF FACILITY). The Parties agree to a 39.5 year straight line less salvage value of 5% amortization schedule. The amortization time frame will commence when a certificate of occupancy is issued for the EXPANSION. If either Party withdraws from the companion Animal Control Services agreement prior to the end of the EXPANSION amortization schedule, the COUNTY agrees to pay the CITY the un-amortized portion of the amortization schedule for the EXPANSION plus the salvage value of 5%. This payment shall reflect the unused portion of the EXPANSION costs paid by the CITY. This amount shall be paid within the following time frames:

Un-amortized portion + salvage value due at the time of termination	Time frame to pay the CITY
One Million Dollars (\$1,000,000.00) or more.	Two (2) years from the date of termination by either Party.
More than Five Hundred Thousand but less than One Million Dollars (\$1,000,000.00).	One (1) year from the date of termination by either Party.
Five Hundred Thousand or less.	Six (6) months from the date of termination by either Party.

SECTION NO. 7: NOTICES

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 certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

CITY: Mayor or designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 8: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 9: INDEPENDENT CONTRACTOR.

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purposes, and none of them shall be entitled to any benefits to which CITY employees are entitled including but not limited to overtime, retirement, benefits, worker's compensation benefits, injury leave or other leave benefits. 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, and none of them shall be entitled to any benefits to which COUNTY employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

SECTION NO. 10: 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 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 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 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 Agreement. The Parties have specifically negotiated this provision.



COUNTY initials



CITY initials

SECTION NO. 11: INSURANCE

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

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

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

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 12: ANTI-KICKBACK

No officer or employee of the CITY or COUNTY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have

solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

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: COMPLIANCE WITH LAWS

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

SECTION NO. 15: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 16: 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 City Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04 RCW shall be applicable to any arbitration proceeding.

SECTION NO. 17: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **ENTIRE AGREEMENT:** 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.
- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

- D. **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.
- E. **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.
- F. **SEVERABILITY:** 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. 18: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 2 above.
- B. **DURATION:** See Section No. 3 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:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its 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. 2 above.
- H. **PROPERTY UPON TERMINATION:** See provisions above

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

DATED: May 6th, 2008



[Signature]
RONNIE MAGER, Chair

ATTEST:

[Signature]
TODD MIELKE, Vice Chair

[Signature]
Daniela Erickson
Clerk of the Board

ABSENT
MARK RICHARD, Commissioner

DATED: May 15, 2008

CITY OF SPOKANE

By: [Signature]

Its: (Thomas E. Danek, Jr. City Administrator)

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney



ATTACHMENT "A"

8 0438 (Legal Description of Premises)

That portion of the Government Lot 1 and Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 12 Township 25 North, Range 44 East, W.M., being more particularly described as follows:

Commencing at a point on the East line of said section from which the Northeast Corner thereof bears N03°03'55"W a distance of 1930.00 feet; thence S86°56'05"W perpendicular to the preceding line a distance of 30.00 feet to a point on the West right of way line of Flora Road, being the Point of Beginning; thence continuing S86°56'05"W a distance of 190.00 feet; thence N18°43'55"W a distance of 604.32 feet to the Southerly right of way line of the Burlington Northern Railroad, formerly Spokane International Railroad; thence N72°17'08"E along said Southerly right of way line a distance of 365.06 feet to said Westerly right of way line of Flora Road; thence S03°03'55"E along said Westerly right of way line a distance of 674.19 feet to the Point of Beginning.

Containing 4.0 acres, more or less.

ATTACHMENT "B"

START UP COSTS

ESTIMATE 2007 COST*

Uniforms 8 APO's \$500.00 each	\$ 4,000
Uniforms 8 APA's \$100.00 each	\$ 800
Uniforms 5 KMA's \$200.00 each	\$ 1,000
Training 8 APO's \$3,000.00 each	\$ 24,000
Vehicle: 8 4X4 Trucks w/fiberglass Animal Ambulances	\$216,000
Capture Equip. For 8 APO Vehicles @ \$1,000.00 each	\$ 8,000
8 Truck mounted Two-way Radios @ \$600.00 each	\$ 4,800
8 Hand Held Two-way Radios @ \$700.00 each	\$ 5,600
8 Cellular Phones @ \$60.00 each	\$ 480
38 Cat Traps @ \$60.00 each	\$ 2,280
10 Dog Traps @ \$275.00 each	\$ 2,750
4 Skunk Traps at \$70.00 each	\$ 280
8 PC Workstations @ \$1026.00 each + \$521.00 Software Charge	\$ 12,416
8 Telephones @ \$275.00 each	\$ 2,200
100 Dog Bowls, 64 Cat Bowls, 32 Litter Pans	\$ 3,000
32 New Cat Cages @ \$360.00 each	\$ 11,520
TOTAL:	\$299,126

* The Parties acknowledge that the listed costs are only estimations. The actual costs for all items will be determined at the time that the items are acquired by the COUNTY.