

01/30/13



Agenda Sheet for City Council Meeting of:
01/14/2013

Date Rec'd	01/10/2013
Clerk's File #	OPR 2013-0030
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	STEVE SALVATORI 625-6291 & MIKE ALLEN
Contact E-Mail	SSALVATORI@SPOKANECITY.ORG MALLEN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

Agenda Wording
Interlocal Agreement for Animal Control Services in the City of Spokane.

Summary (Background)
Interlocal Agreement for Animal Control Services in the City of Spokane.

Fiscal Impact	Budget Account
Expense \$ 561,492.00	# 0020-88600-39300-54201
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal	SZAMBELAN, TIM		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

APPROVED BY SPOKANE CITY COUNCIL ON
1/14/2013
Jenni P. [Signature]
SPOKANE CITY CLERK

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
IN THE CITY OF SPOKANE**

RES. NO. 13 - 0087

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 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) 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 intends on acquiring and improving property ("Regional Animal Control Facility") from which Spokane County will provide certain animal control services to itself, the City of Spokane, and other public entities. The cost of acquiring and improving the Regional Animal Control Facility will be financed in part through the operational savings realized by the City of Spokane, Spokane County and other public entities contracting with Spokane County to receive animal control services from the Regional Animal Control Facility. Spokane County desires to enter into an agreement with the City of Spokane wherein the City will contract to receive animal control services from with the County for a term of twenty (20) years thus providing the County with operational savings to finance in part the County's acquisition and improvement of the Regional Animal Control Facility.
- (f) The City of Spokane desires to utilize the services of Spokane County for the purpose of performing certain animal control services within the boundaries of the City of Spokane Valley for a term of twenty (20) years.

SECTION NO. 2: DEFINITIONS

- (a) Agreement: “Agreement” means this Interlocal Agreement 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.
- (e) Annual Fee: “Annual Fee” means that annual amount of money which the CITY will pay the COUNTY to provide Services. The annual fee shall be comprised of debt service element and operating cost element as further addressed in Section No. 5.
- (f) 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.
- (g) Consumer Price Index: “Consumer Price Index” or “CPI” means the percentage change between the current year index and the previous year index as determined by United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, All items for all urban consumers (CPI-U), Base year Annual Average. See Attachment “2”. For example, as shown on Attachment “2” the CPI for calendar year 2012 is 3.0%. It was calculated by determining the difference in the CPI-U for 2010 and CPI-U for 2011, dividing this number by the CPI-U for 2010 and rounding the number to the nearest 1/10 of 1%. (I.E. Difference between 133.778 and 137.748 = 3.97/133.778=2.96 rounded up to 3.)
- (h) Regional Animal Control Facility: “Regional Animal Control Facility” means that entire property acquired, improved and owned by Spokane County from which the County will provide Services.

SECTION NO. 3: PURPOSE

The purpose of this 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 Agreement shall commence on January 1, 2014, ("Commencement Date") and run for a term of twenty (20) years. In the event the COUNTY for any reason whatsoever is unable to commence providing Services on the Commencement Date, it will provide the CITY with at least six (6) months advance written notice which shall state the date upon which the COUNTY will provide Services. This twenty (20) year time frame shall be referred to as the "Initial Term." The PARTIES acknowledge that the Initial Term is necessary in order for the COUNTY to realize operational savings which it will use to acquire and improve the Regional Animal Control Facility. At the conclusion of the Initial Term, this Agreement may be renewed upon mutual agreement of the PARTIES. All renewals shall be subject to all terms and conditions set forth herein unless otherwise mutually agreed upon.

This Agreement may not be terminated during the Initial Term except upon mutual agreement of the PARTIES. Subsequent to the Initial Term, either party may terminate this Agreement for any reason whatsoever upon a minimum of one (1) year advance notice as provided for in Section 7 to the other party.

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 Agreement. The annual fee for Services contemplates Services commencing as of January 1st of each year and running through December 31st of each year.

The annual fee for calendar year 2014 will be FIVE HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED NINETY TWO AND 00/100 DOLLARS (\$561,492.00).

For each subsequent year of the initial term, annual fee shall be increased by an amount equal to the CPI, as defined in Section No. 2 (h), applied to the previous year's annual fee **less** ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00).

For example, assuming that the CPI for 2014 was 3%, the 2015 annual fee would be \$575,336.76. [$\$561,492.00 + \$13,844.76 = \$575,336.76$, with the \$13,844.76 computed as $(\$561,492.00 - \$100,000.00) \times .03 = \$13,844.76$].

B. 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 Agreement.

In the first year of the Agreement, the COUNTY will bill the CITY for the cost of Services in seven payments. The first payment shall be due on or before January 5th. The first payment will equal one-half of the annual fee for that year. The following six (6) payments shall be in equal installments of 1/12 of the annual fee. Each installment shall be due on or before the July 5th, August 5th, September 5th, October 5th, November 5th, and December 5th. In subsequent years, 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 15th 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.

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 Agreement.

The CITY agrees the COUNTY may use the COUNTY's stationery in conjunction with providing Services under the terms of this 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 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 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 Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for any euthanasia or cremation services.

SECTION NO. 11: COUNTY EMPLOYEES

The COUNTY shall hire, assign, retain and discipline all employees performing Services under this 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 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. 13: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this 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 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 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 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 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 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. 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 7.04 A 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 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. 19: SEVERABILITY

The PARTIES agree 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. 20: RECORDS

All public records prepared, owned, used or retained by the COUNTY in conjunction with providing Services under the terms of this 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 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 AGREEMENT

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

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

SECTION NO. 24: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the 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 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 Agreement.

SECTION NO. 27: DISCLAIMER

Except as otherwise provided, this 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 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. 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 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. 30: 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. 31: ANNUAL REPORT

The SCRAPS Director shall prepare annual report. The annual report shall include, among other matters, performance measurements/indicators and a twelve (12) month Activity Study.

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

The Activity Study will include monthly statistics regarding:

- Requests for service
- Emergency calls
- Animal impounds
- Investigations
- Trapping

The Activity Study will be sent out monthly as part of the reporting process.

SECTION NO. 32: INSURANCE

During the term of the 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 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 \$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 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.

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 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. 33: ACQUISITION OF START UP COST ITEMS

COUNTY shall acquire and pay for all Start Up Cost Items. Start Up Cost Items means all supplies, equipment, materials, and training necessary for the COUNTY to provide Services to the CITY under the terms of this Agreement. The cost of Start Up Cost Items shall not be included in calculating the annual fee.

SECTION NO 34. DATA CONVERSION COSTS

PARTIES recognize and agree that as a condition precedent to the COUNTY providing Services to the CITY, it is necessary for the COUNTY to have access to animal control records presently held by the CITY's contract animal control provider SpokAnimal.

CITY agrees to assume the sole responsibility and costs for obtaining access to animal control records presently held by SpokAnimal.

CITY further agrees to assume all costs associated with the one-time data conversion cost to transfer SpokAnimal records to the software system presently used by SCRAPS in conjunction with SCRAPS providing animal control services.

CITY agrees to contact the COUNTY Information Systems Department immediately upon the execution of this Agreement to coordinate transferring such records.

SECTION NO. 35: 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 Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **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.

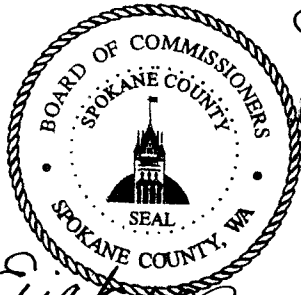
G. **TERMINATION:** See Section No. 4 above.

H. **PROPERTY UPON TERMINATION:** See Section No. 15 above.

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

DATED: 1/20/2013

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



[Signature]

SHELLY O'QUINN, Chairperson

ATTEST
Clerk of the Board

[Signature]
Daniela Erickson 13-0087

[Signature]
AL FRENCH, Vice-Chairman

[Signature]
TODD MIELKE, Commissioner

DATED: January 22, 2013

CITY OF SPOKANE

By: [Signature]

David A. Condon
Mayor

Title: City of Spokane

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



ATTACHMENT "1"

The COUNTY through the Spokane County Regional Animal Protection Services (SCRAPS) will provide Animal Control Services to the CITY within the CITY's boundaries. The CITY agrees to specially commission any SCRAPS staff which may be necessary for them to carry out such Services so long as such staff meet the requirement(s) necessary for such commission.

For the purpose of this Agreement, Animal Control 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 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).

Enforcement includes field services, shelter services, educational services, the licensing of dogs, cats and appearing before all administrative and judicial hearings in conjunction with such duties and functions.

FIELD SERVICES

Field Services include those provided during normal hours of operation as well as emergency services provided only after normal hours of operation. Normal hours of operation will be determined by the COUNTY after consultation with the Board of Directors.

Field Services provided during normal hours of operation include: (1) Dog at large complaints; (2) Cat at large on private property; (3) Dog barking; (4) Dog or cat – no license; (5) Dog or cat – no rabies vaccination; (6) Dog threatens person; (7) Dog threatens domestic animal; (8) Dog or cat bite; (9) Injured dog or cat; (10) Sick dog or cat; (11) Agency assist; (12) Abandoned animal; (13) Animal cruelty; (14) Dead on arrival dog or cat; (15) Confined dog or cat; (16) Trapping dog or cat; (17) Vicious dog; (18) Kennel inspections; (19) Dangerous dog inspections; (20) Removal of dead small animals from CITY streets and alleys; and (21) Others as deemed necessary by the SCRAPS.

Field Services provided after normal hours of operation, referred to as Emergency Services, include: (1) Injured or sick dog/cat; (2) Dog/cat bite – dog/cat is still at large; (3) Dog bite – severe dog bite (victim is in hospital and dog will need to be quarantined immediately in the county shelter); (4) Vicious or threatening dog – dog threatens persons or domestic animals and is still at large; (5) Animal in our humane trap that is making a disturbance or injuring itself; (6) Other law enforcement agency requests for assistance when animals are involved; (7) Other emergencies such as extreme cruelty or pet dying in a hot vehicle; and (8) Multiple calls on same problem – animal control officer on call will evaluate and make a determination on whether to respond.

SHELTER SERVICES

Shelter Services are provided Monday, Wednesday and Friday from noon to 5:30 p.m.; Tuesday and Thursday from noon to 6:30 p.m.; Saturday and Sunday from noon to 5:30 p.m.; and closed holidays. Shelter Services include the following: (1) Housing dog/cat – occasional other animal; (2) Pet license program; (3) Animal redemptions; (4) Adoption program; (5) Volunteer program; (6) Dog training program; (7) Trapping program; and (8) Crematorium. Shelter Services hours may be adjusted by the COUNTY after consultation with the Board of Directors.

EDUCATIONAL SERVICES

Educational services include: (1) Dog bite prevention program – elementary schools and service workers; (2) School career fair participation; (3) Specialty presentations available upon request; (4) Public service announcements – newspaper, radio and television; (5) Community outreach such as fair booth, license clinics, special events; and (6) Website.

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

ANIMAL CONTROL ORDINANCE / LICENSES/ FEES / PENALTIES

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 exist 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 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 Agreement semiannually on or before or before July 31st for the time frame from January 1st through June 30th of each calendar year this Agreement is in effect and January 31st for the time frame from July 1st through December 31st of each year this 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 enforcement of Items No. 1 through 4 herein above in any court of lawful jurisdiction except if the enforcement constitutes a felony.

In performing the above Animal Control Services, the COUNTY will provide such personnel, as it deems necessary as well as any and all vehicles and materials of any kind or nature whatsoever.

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

Animal Control Services provided by the COUNTY under the terms of this Agreement, absent subsequent negotiation and agreement will not include:

1. Picking up dead wildlife or livestock on CITY streets, roads or alleys.
2. Providing emergency service for dead animals at any time or for dead dogs/cats after normal hours of operation.
3. Providing traps to the public for wildlife.
4. Responding to calls pertaining to dead or injured wildlife threatening the safety of other animals or the public.
5. Holding licensed dogs/cats in the Regional Animal Control Facility for a period of more than five (5) business days. Provided, at sole discretion of the COUNTY, holding periods may be extended.
6. Holding unlicensed dogs/cats in the Regional Animal Control Facility for a period more than seventy-two (72) hours. Provided, at sole discretion of the COUNTY, holding periods may be extended.
7. Holding any wildlife at the Regional Animal Control Facility.

Providing Hearing Examiner Services.

CITIZEN COMPLAINT PROCESS

- Written complaints may be filed via an email help request or complaint form available on the SCRAPS website or through the mail. Verbal complaints, whether submitted telephonically or in person, shall be documented in writing by SCRAPS staff receiving the complaint.
- All complaints will be handled by SCRAPS Management Team within five (5) business days unless the complaint is related to an ongoing active investigation.
- Unresolved complaints will be referred to the Board of County Commissioners and will be resolved within ten (10) business days of receiving the complaint from the SCRAPS Management Team. The COUNTY will notify the CITY's representative in writing of the Board of County Commissioners' decision.

- The COUNTY will provide the CITY on a monthly basis a report listing any complaints received within the CITY by SCRAPS staff for the preceding month, which shall include at least the following information:
 - The nature of the customer complaint
 - The location of the incident
 - Response times to customer complaints
- The COUNTY shall work with the CITY to develop a system for mapping the locations of any complaints received.

SERVICE GOALS

- Emergency/high priority calls responded to within 24 hours – immediate response when a person and/or animal is at immediate risk (safety/health).
- Routine calls responded to within 48 hours – nuisance calls such as barking, dogs not on a leash, etc.
- Licensed/identified animals impounded by animal protection officer in field will be returned directly to the owner if someone is home to receive the animal. Otherwise owner will be notified via phone and mail that their animal was impounded within 24 hours of impounding.
- Dedicated emergency phone line – no voice mail. All emergency calls for service will be answered by a person – either SCRAPS staff or answering service.
- Convenience for citizen with online pet licensing (new/renewal) and online request for service option.
- Current list of impounded animals updated every two hours on website – helpful for owners who are missing their pet.
- Animal Protection Officers have 24/7 access to pet license data and animal control records via laptops in the field.
- All impounded animals scanned for a microchip at the time of impound, given a health exam and vaccinated (unless vicious and threatening safety of staff).
- All SCRAPS staff are trained in customer service through the Spokane County Training Program and are required to follow the Spokane County Behavioral Standards.

SCRAPS STANDARDS

- Guidelines for Standards of Care in Animal Shelters published by The Association of Shelter Veterinarians 2010 - the guidelines were developed to provide a tool that would allow communities and animal welfare organizations, to identify minimum standards of care, as well as best and unacceptable practices.

- Animal Control Management A Guide for Local Governments published by the Humane Society of the United States – a guide to establish effective animal care and control
- National Animal Control Association Training Guide – a guide to training today's professional animal control officer
- American Society for the Prevention of Cruelty to Animals Professionals website – animal welfare tools and resources

Any CITY concern for nonperformance shall be forwarded to the SCRAPS Board of Directors for consideration at their next scheduled meeting. The SCRAPS Board of Directors is a five (5) member advisory board. Failure to resolve the CITY's concern by the SCRAPS Board of Directors at their next scheduled meeting 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 resolve the issue pursuant to SECTION No. 17.

ATTACHMENT "2"

Copy of U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS CPI

(ON FOLLOWING PAGE)

NO. 13-0087

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 CITY OF SPOKANE)
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, Washington (the "Board"), has the care of county property and the management of county funds and business; and

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

WHEREAS, pursuant to the provisions of 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 to be effective within the unincorporated area of Spokane County; and

WHEREAS, pursuant to the provisions it charter, the City of Spokane may enact ordinances dealing with animal control within its boundaries; and

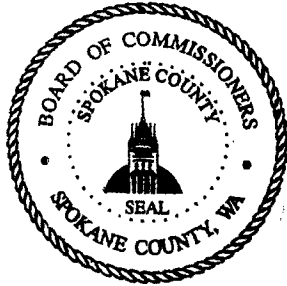
WHEREAS, Spokane County intends on acquiring and improving property ("Regional Animal Control Facility") from which Spokane County will provide certain animal control services to itself, the City of Spokane, and other governmental jurisdictions. The cost of acquiring and improving the Regional Animal Control Facility will be financed in part through the operational savings realized by the City of Spokane, Spokane County and other governmental jurisdictions contracting with Spokane County to receive animal control services from the Regional Animal Control Facility. Spokane County desires to enter into an agreement with the City of Spokane wherein the City will contract to receive animal control services from the County for a term of twenty (20) years thus providing the County with operational savings to finance in part the County's acquisition and improvement of the Regional Animal Control Facility; and

WHEREAS, the City of Spokane desires to utilize the services of Spokane County for the purpose of performing certain animal control services within the boundaries of the City of Spokane for a term of twenty (20) years.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), RCW 36.32.120(7) and chapter 39.34 RCW, that the Board or the chair of the Board on behalf of the Board be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF SPOKANE" pursuant to which under certain terms and conditions, Spokane County will provide certain animal control services to the City of Spokane for a twenty (20) year time frame.

PASSED AND ADOPTED this 28th day January 2013.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

SHELLY O'QUINN, Chair

AL FRENCH, Vice-Chair

Daniela Erickson
Clerk of the Board

13-0087

TODD MIELKE, Commissioner