



# City of Spokane

## Minor Contract Summary

OPR # OPR 2014-0818  
 Cross Ref \_\_\_\_\_  
 Destruct Date 2022  
 Clerk's Dist. 11/20/14 SP

**Incomplete submissions will be returned to the Department until all requirements are met.**  
 (Summary to be printed on blue paper)

Department Name Community & Neighborhood Services  
 Department Project # N/A

**RECEIVED**  
 NOV 18 2014

New Contract   
 CR # 14929  
 Date: \_\_\_\_\_

**Contractor/Consultant**

Name: **Spokane County**  
 Address: 1116 West Broadway Ave  
 City, State, Zip: Spokane, WA 99260-0100

CITY CLERK'S OFFICE  
 SPOKANE, WA  
 Remittance Address: 1116 West Broadway Ave  
 City, State, Zip Spokane, WA 99260-0100

**Summary of Services**

An interlocal agreement providing for the enforcement of new regulations related to urban farming in the City of Spokane. This interlocal agreement delineates responsibilities of SCRAPS and the City of Spokane in responding to citizen compliants related to farm animals. SCRAPS and the City will track demand for these services over twelve months and use this data in amending the longterm contract the City has with SCRAPS for animal control services. This agreement also provies for reimbursement to SCRAPS for initial equipment needs and a service fees for each response to citizen complaints.

Amount: Estimated \$6,000 - \$12,000      Budget Code: 0020-88600-39300-454201 @ 6,000  
0320-36100-11600-54201 @ 6,000  
 \$12,000      Maximum Amount

Beginning Date: 10/1/2014      Expiration Date: 10/1/2015      Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
  - Insurance Certificate (as per contract)
  - City Business License
  - If Public Works Contract, Contractor has been notified of State Law requirements.
- Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: \_\_\_\_\_

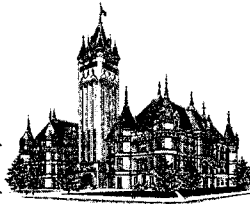
Funds are available in the appropriate budget account

Accountant	<u>[Signature]</u>	<u>11-14-14</u>
	Signature	Date
Department Head	<u>[Signature]</u>	<u>10-6-14</u>
	Signature	Date
Other	<u>[Signature]</u>	<u>11-14-14</u>
	Signature	Date
Other	_____	_____
	Signature	Date

**Distribution List**

Contractor E-mail: <a href="mailto:nhill@spokanecounty.org">nhill@spokanecounty.org</a>	Contract Accounting: <a href="mailto:mlesesne@spokanecity.org">mlesesne@spokanecity.org</a>
Dept. Contact E-mail: <a href="mailto:jmallahan@spokanecity.org">jmallahan@spokanecity.org</a>	Taxes and Licenses
<a href="mailto:mhughes@spokanecity.org">mhughes@spokanecity.org</a>	
<a href="mailto:htrautman@spokanecity.org">htrautman@spokanecity.org</a>	

S P O K A N E C O U N T Y



OFFICE OF COUNTY COMMISSIONERS

TODD MIELKE, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

July 15, 2014

**Ms. Theresa Sanders, City Administrator**  
**City of Spokane**  
**808 West Spokane Falls Boulevard**  
**Spokane, Washington 99201**

Re: *Memorandum of Understanding Regarding the Tracking of and Responding to City Urban Farming Ordinance C35087 Complaints*

Dear Theresa:

This correspondence will act as a Memorandum of Understanding ("MOU") between Spokane County ("County") and the City of Spokane ("City") (jointly "Parties") with respect to the above referenced matter.

**BACKGROUND**

The City adopted two (2) Urban Farm Animal Ordinance denominated as C35087 ("Ordinance"). The Ordinance permits, in part, the keeping of small domestic animals in certain zones within the City under various conditions.

In correspondence dated March 26, 2013, the Board advised it anticipated City residents contacting Spokane County Regional Animal Protection Services ("SCRAPS") regarding enforcement issues under the Ordinances. The Board further indicated that a standalone interlocal would be needed to the extent the City desired SCRAPS to participate in enforcement of the Ordinance. The standalone agreement would ensure the integrity of the presently existing *Interlocal Agreement for Animal Protection Services In the City of Spokane* executed between the Parties.

On April 11, 2014, the Board received your correspondence wherein you wrote:

...we propose a 12-month evaluation period where the City and SCRAPS will work jointly to track and respond to complains related to urban farming.

During this period of time, Spokane City Code Enforcement will respond to citizen complains related to underlying zoning codes (e.g. too many farm animals, prohibited animals and setback requirements). SCRAPS will respond to complaints related to animal noise and welfare. In case that an animal must be impounded, SCRAPS staff will take the lead. ...

For the evaluation period, costs incurred by SCRAPS will be tracked and billed directly to City. Additionally, the City agrees to cover costs related to immediate equipment and training needs for SCRAPS based on an estimate....

### PURPOSE

The purpose of this MOU is to reduce to writing the Parties understandings with respect to the County, through SCRAPS, providing certain enumerated services relating to the tracking and enforcement of complaints regarding the City's Ordinance for a twelve (12) month time frame commencing on the date of the last signature.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

- (1) The City through its Code Enforcement Department will respond to citizen complains related to underlying zoning codes violations relating to the Ordinance (e.g. too many farm animals, prohibited animals and set back requirements).
- (2) The County through SCRAPS will respond to complaints related to animal noise under the Ordinance and provide impound services for violations of the Ordinance. With regard to responding to complaints related to animal noise under the Ordinance, the County will use the same general guidelines applicable to barking dogs ("Guidelines"). A copy of those Guidelines is attached hereto at Attachment "A" and incorporated herein by reference. Reference in the Guidelines to "dogs" shall mean "animals", "barking" shall means "noise", and "Spokane County Code" shall mean Ordinance.
- (3) The City shall pay the County for providing noise and impoundment services pursuant to the fee schedule attached hereto as Attachment "B" and incorporated herein by reference. County shall not acquire any items identified as "Start-up Costs" in Attachment "B" without prior written authorization from the City. Provided, further, however, no impoundment services will be provide by the County for any small animals which require any Start-up Costs items until the items have been approved by the City and acquired by the County. City shall pay the County for services provided within thirty (30) days of billing. All billings shall be directed Neighborhood Services and Code Enforcement, Attention Jonathan Mallahan.
- (4) 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 MOU. 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 MOU. 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 MOU.

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 MOU. The Parties have specifically negotiated this provision.

County initials

City initials

- (5) The City shall assume the defense, defend, indemnify and hold harmless the County with respect to any legal challenge to the validity or constitutionality of the Ordinance.
- (6) Each party shall be responsible for financing their obligations under this MOU.
- (7) The Parties shall be responsible for filing this MOU as provided for in RCW 39.34.040.
- (8) This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same.
- (9) This MOU may be terminated by either party upon thirty (30) days advance written notice to the other party signatory. In the event of termination, all property acquired by the County under the MOU shall remain the County's. Provided, however, any start-up costs paid by the City for (1) 2 horse trailer with ramp (used) or (2) hog panels shall be individually amortized on a straight line basis for the twelve (12) month time frame of the MOU and the County

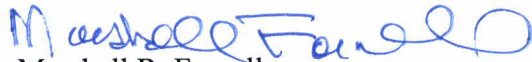
Ms. Theresa Sanders  
June 15, 2014  
Page 4

shall reimburse the City any unamortized amount for the acquisition of these start-up costs from the terminate date to the end of the twelve (12) month time frame.

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

The City's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

Very truly yours,

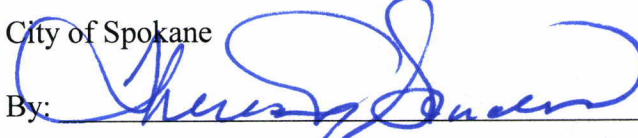


Marshall R. Farnell  
County Chief Executive Officer  
(Authorized by Board of County Commissioners under Resolution No. 14-0571)

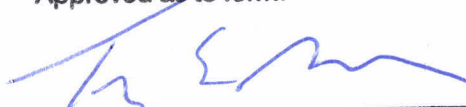
Enclosure(s) (2)

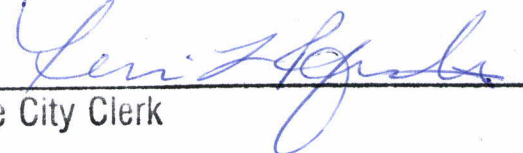
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Reviewed and agreed to this 18<sup>th</sup> day of November, 2014.

City of Spokane  
By:   
Title: City Administrator

Approved as to form:

  
Assistant City Attorney

Attest:   
Spokane City Clerk

**ATTACHMENT "A"**  
**BARKING COMPLAINTS**

**GENERAL GUIDELINES**

Barking is frustrating for all parties – remember it is our job to provide excellent customer service to the complainant and to the dog owner.

1<sup>st</sup> complaint: Office mails a barking packet to the complainant. Complainant will be instructed to follow the directions included in the packet. A barking letter will be mailed to the pet owner listing current dates and times of barking from the complainant and advising them that their dog(s) are a nuisance. A copy of Spokane County Code pertaining to barking dogs and an informational pamphlet providing them with suggestions and ideas to help alleviate this situation will be mailed along with the letter. The complainant may be kept confidential up to this point. The complainant will be advised that if the barking continues they will need to keep a log (which is included in the packet) of the dates and times the animal is a nuisance. The complainant will be asked to allow the dog owner approximately one week from their initial call to correct the problem. During this time, instruct the complainant to fill in dates and times they are being disturbed on the Barking Dog Log Sheet.

2<sup>nd</sup> complaint: If the barking persists, the complainant must call us again within seven to ten days to let us know. Office staff will take down the dates and times from the Barking Dog Log Sheet. An APO will go directly to the home of the dog owner and talk with them regarding the barking dog complaint. Advise the complainant to continue logging dates and times.

3<sup>rd</sup> complaint: If the problem still continues, the complainant should contact us again within seven to ten days to set up a date and time for an APO to meet with them to take a statement as part of the investigation. This could lead to a possible citation being issued to the dog owner. At this point, the complainant will no longer be kept confidential. Advise the complainant to continue logging dates and times. If we receive no additional complaints within a six month period then the process will start over again. It is important to follow the outlined procedures so that the problem can be resolved in a timely manner.

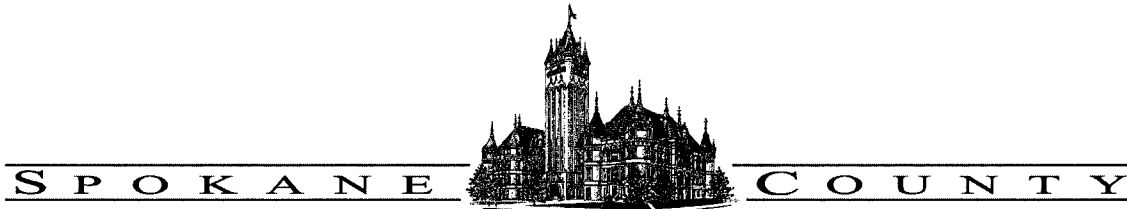
**FOR ALL CALLS**

- Obtain date and start/stop times of disturbance (2-3 dates and times are preferable but take whatever you are able to obtain from the complainant, we are only mailing a letter on the first complaint and our goal is to provide good customer service.)
  - a. Need dog description (i.e. dog breed, size, color, hair length, etc.)
  - b. Check animal address in computer. You are checking for previous violations, licensing, impounds, calls, notes, cautions, DAL/CAL letters, barking letters, etc. that you will want to make the APO aware of on the call. Make sure your computer check includes the people and animal screens

*If there is a previous barking complaint but it is over 6 months since the last complaint*

**then the process starts over**

- 1st complaint in 6 months – enter a DISPATCH CALL to send a barking letter
- Assign the call and mail a barking letter to the dog owner. Send brochure and licensing form (if needed)
- Mail a barking log to the complainant
- 2nd complaint – an APO will make contact with the dog owner – enter a DISPATCH CALL for barking officer contact
- 3<sup>rd</sup> complaint – investigation. Advise complainant that we will need a second complainant who *lives* in the neighborhood (separate household) that is also willing to sign a statement corroborating the barking complaint. Make sure complainant has a current log of dates and times and schedule a time when the officer can meet with them.
- Enter a DISPATCH CALL for a barking investigation



REGIONAL ANIMAL PROTECTION SERVICE  
NANCY HILL  
ANIMAL PROTECTION DIRECTOR

## ATTACHMENT "B"

### SCRAPS Cost Estimate Urban Farm Animal Enforcement March 24, 2014

#### Animal Protection Officer Response to a Complaint: (estimated)

- Normal operating hours: 2 hours per call at \$50 per hour = \$100 per call
- After-hours emergency: 2 hours per call at \$75 per hour = \$150 per call

#### Trip Fee:

- \$25 regular
- \$50 afterhours emergency

#### Animal Impoundment:

- Truck and Trailer w/driver - \$250 per haul

#### Housing:

- Board = \$20 per day per animal (off site)

#### Start- up Costs:

- 2 horse trailer with ramp (used) = \$4,000 to \$6000
- Hog panels = 6 (16'x 34') \$26 = \$156
- APO Training (livestock evaluation/handling/care/hauling) = \$500

**Note:** Request for service will increase for check on conditions, compliance checks regarding animal numbers, animal noise complaints and smell complaints. Because of these complaints SCRAPS will have more reports, criminal charges and investigations.



2521 NORTH FLORA ROAD • SPOKANE VALLEY, WA 99216  
PHONE: (509) 477-2532 • FAX: (509) 477-4745

