

**INTERLOCAL AGREEMENT FOR ANIMAL PROTECTION SERVICES
IN THE CITY OF LIBERTY LAKE
(January 1, 2020 - December 31, 2020)**

THIS AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**,” and the **City of Liberty Lake**, a municipal corporation of the State of Washington, having offices for the transaction of business at 22710 E. Country Vista Dr., Liberty Lake, Washington 99019, 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, Washington has the care of County property and the management of County funds and business; and

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

WHEREAS, pursuant to RCW 36.32.120(7), the Board of County Commissioners of Spokane County may enact ordinances dealing with animal control within the unincorporated areas of Spokane County; and

WHEREAS, the **CITY** may enact ordinances dealing with animal control within its boundaries; and

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

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

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

SECTION NO. 1: PURPOSE

The purpose of the Agreement is to reduce to writing the **PARTIES** understanding as to the terms and conditions under which **COUNTY**, through its Animal Protection Department (“**SCRAPS**”) will provide “Animal Protection Services” to **CITY** within its boundaries. It is the intent of the **PARTIES** that Animal Protection Services to be provided by **COUNTY** will be consistent with the **CITY**’S Mayor/Council form of government provided for in chapter 35A.12 RCW and within the statutory responsibilities of a **CITY** Animal Protection Officer.

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

1. Enforcement of CITY'S Animal Protection Ordinance;
2. Enforcement of CITY'S Inherently Dangerous Mammals/Reptiles Ordinance;
3. Enforcement of chapter 16.08 RCW (Dogs);
4. Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals);
5. Enforcement of chapter 16.54 RCW (Abandoned Animals)

Enforcement includes those items set forth in Attachment "A," attached hereto and incorporated herein by reference, as they relate to - protection and enforcement services," "shelter services", "special programs;" "veterinary services", the licensing of dogs, cats and inherently dangerous mammals/reptiles; and appearing before all administrative and judicial hearings in conjunction with such duties and functions. (See Exhibit 1).

COUNTY, at its discretion, may conduct surveys within CITY for unlicensed dogs and cats.

In conjunction with the enforcement of No. 1 and No. 2 herein above, CITY shall adopt and keep current by appropriate legislative actions, (i) Animal Control Ordinance; and (ii) Inherently Dangerous Mammals/Reptiles Ordinance substantially identical to those adopted by COUNTY as they presently exist or as they may hereinafter be modified/amended, to include all fees/penalties. This responsibility shall not be deemed a restriction upon the CITY'S legislative power. COUNTY'S ordinances are respectively codified as Chapter 5.04 of the Spokane County Code and Chapter 5.12 of the Spokane County Code.

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

CITY shall provide legal counsel to prosecute any citations/complaints issued by COUNTY in enforcement of No. 1 through No. 5 hereinabove in the Municipal/District Court or Superior Court.

In performing the above services, COUNTY will provide such personnel, as it deems necessary as well as all vehicles and materials of any kind or nature whatsoever at no cost to CITY.

Standards of performance, discipline of employees, and other matters incidental to providing such Animal Protection Services to include control/supervision of personnel shall remain in COUNTY. All persons employed in the performance of Animal Protection Services shall be COUNTY employees. COUNTY Animal Protection Director agrees to meet and confer with CITY with respect to staff assigned to provide Animal Protection Services. Issues of discipline or performance will be specifically left to COUNTY. COUNTY shall designate those persons it desires to be commissioned by CITY'S Chief of Police to issue notices of infraction and criminal citations contemplated by this Agreement. COUNTY will provide CITY'S Chief of Police with appropriate information to

demonstrate the qualifications of the designated person to act under commission of CITY'S Chief of Police. Nothing herein contained shall make any employee of COUNTY an employee of CITY.

The COUNTY Animal Protection Director or his/her designee agrees to attend staff meetings as requested by the CITY Mayor.

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

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

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2020, and run through 12:00 P.M. December 31, 2020, and shall automatically renew annually unless one of the PARTIES provides notice of termination as provided in Section Nos. 5 and 10 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

See Exhibit 3.

SECTION NO. 4: EXTRAORDINARY COSTS

In the event of unplanned and/or unbudgeted for and significant expenses related to the provision of Animal Protection Services, the jurisdiction necessitating the provision of such Services will be financially responsible for the associated expenses. Unplanned for Animal Protection Services that may result in the accrual of extraordinary costs may include but are not limited to the legal seizure or impound of a large number of animals necessitating extended on-site holding, offsite boarding, and/or non-routine veterinary care.

SECTION NO. 5: 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 PARTIES at the address set forth below for such Party, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party:

COUNTY: Spokane County Chief Executive Officer
(or his/her authorized representative)
1116 West Broadway Avenue
Spokane, WA 99260

Spokane County Regional Animal Protection Service
6815 E. Trent Avenue Spokane Valley, WA 99212
Attention: Animal Control Director

CITY: City of Liberty Lake Mayor (or his/her authorized representative)
22710 E. Country Vista Dr.
Liberty Lake, WA 99019

SECTION NO. 6: 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. 7: ASSIGNMENT

No Party may assign in whole or in part its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 8: LIABILITY

(a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, or any of them from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against CITY and COUNTY and their respective officer, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, or any of them from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claims, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of

claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

(d) COUNTY agrees to either self-insure or purchase policies of insurance covering the matters contained in this Agreement with coverage of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including for COUNTY professional liability and auto liability coverage.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of COUNTY shall be deemed to be an employee, agent, servant or representative of CITY for any purpose. Likewise, no agent, employee, servant or CITY representative shall be deemed to be an employee, agent, servant or representative of COUNTY for any purpose.

SECTION NO. 10: MODIFICATION/TERMINATION

This Agreement may be modified in writing by agreement of the PARTIES.

Any Party may terminate this Agreement for any reason whatsoever upon a minimum of -180 days written notice to the other PARTIES.

Upon termination, CITY shall be obligated to pay for only those Animal Protection Services rendered prior to the date of termination based upon a pro rata division of those costs set forth in Section No. 3 hereinabove to the date of termination.

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

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by COUNTY in providing Animal Protection Services shall remain with COUNTY unless specifically and mutually agreed by the PARTIES to the contrary.

SECTION NO. 12: 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. 13: DISPUTE RESOLUTION

Any dispute among the PARTIES with respect to the methodologies used to calculate the costs of Animal Control Services under the terms of this Agreement that cannot be resolved between the PARTIES shall be subject to arbitration.

COUNTY and CITY shall each have the right to designate a person to act as an arbitrator. The two (2) selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on COUNTY and CITY.

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

The decision of the arbitration panel shall be binding and not subject to judicial review.

SECTION NO. 14: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in court of competent jurisdiction within Spokane County, Washington.

SECTION NO. 15: SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected regarding the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement conflicts 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. 16: HEADINGS

The section headings appearing in this Agreement have been inserted solely for 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. 17: DESIGNATION OF ADMINISTRATOR

COUNTY appoints the COUNTY Animal Protection Director or his/her designee as its agent for the purposes of administering the terms of this Agreement. COUNTY Animal Protection Director agrees to meet with CITY on a periodic basis agreeable to both Parties, but no less than one time per year, to review the services being provided herein. The Animal Protection Director or his/her designee will

immediately notify the CITY Mayor or his/her designee of any Animal Protection emergency within CITY.

SECTION NO. 18: RECORDS

All public records prepared, owned, used or retained by COUNTY and/or Animal Protection Department in conjunction with providing Animal Protection Services under the terms of this Agreement shall be deemed CITY property and shall be made available to CITY upon request by CITY Mayor. COUNTY or Animal Protection Department will notify CITY of any public disclosure request under chapter 42.56 RCW for copies or viewing of such records as well as COUNTY'S response thereto.

SECTION NO. 19: ASSURANCE

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

SECTION NO. 20: SUPERSEDE

This Agreement supersedes all previous agreements executed between the Parties with respect to animal control services including that executed under Spokane County Resolution No. 16-0757 entitled "INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF LIBERTY LAKE (January 1, 2017 – December 31, 2019)".

SECTION NO. 21: 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. 22: 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 public, to third persons.

SECTION NO. 23: ANNUAL REPORT

The SCRAPS Director shall prepare an annual performance and service utilization report. The annual performance and service utilization report shall include, among other matters, performance measurements/indicators such as annual number of pet licenses sold/issued, live release rate, calls for service, emergency calls, animal impounds, investigations and trappings

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** This Agreement shall be listed by subject on each agency's 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. 10 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 11 above.

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

DATED: 6-16-2020

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



[Signature]
Chair

ATTEST:

[Signature]
Ginna Vasquez
Clerk of the Board
20-0412

[Signature]
Vice-Chair

[Signature]
Commissioner

DATED: _____

CITY OF LIBERTY LAKE

ATTEST:

[Signature]
Ann Swenson, City Clerk

[Signature]
Shane Brickner, Mayor

Approved as to form only:



Sean P. Boutz, City Attorney

ATTACHMENT “A”

Exhibit 1 - Animal Service Description

Protection and Enforcement Services

Protection and enforcement services provided during normal hours of operation, as determined by Spokane County, include response to the following requests for service:

High Priority requests for service that may pose an emergent danger to the community and/or require response by a commissioned Animal Protection Officer:

- Abandoned animal
- Animal at large investigation
- Animal cruelty
- Barking investigation
- Bite to humans or other animals
- Check on conditions
- Code violation
- Compliance chec
- Emphasis patrol
- Exotic inspection
- Follow-up
- Failure to report a hit-by-car animal
- Illegal kennel
- Illegal tethering
- Information visit
- Kennel inspection
- Law enforcement or fire department assist
- Non-compliance check
- Prohibited sale
- Re-check
- Threat
- Unsafe confinement

Lower Priority requests for service that do not pose an emergent danger to the community and/or may be attended to by an Animal Service Representative (via phone) or a non-commissioned Animal Protection Assistant:

- Animal at large letter or officer contact
- Barking officer contact
- Barking letter
- Community cat field release
- Confined animal
- Dead on arrival animal

- Documentation pickup/delivery
- Dog park patrol
- Injured animal
- Owner release
- Patrol for aggressive dog
- Trap pickup
- Sick animal
- Stray, unconfined animal

Protection and enforcement services provided after normal hours of operation, referred to as Emergency Services, include:

- Abandoned animal (depending on circumstance)
- Animal bite (depending on circumstances and severity)
- Animal cruelty (depending on circumstance)
- Check on conditions (depending on circumstance)
- Confined unsafe (depending on circumstances)
- Dog at large threats (if dog still at large)
- Illegal tethering (depending on circumstance)
- Injured animal
- Law enforcement or fire department assist
- Patrol for aggressive dog
- Sick animal (depending on circumstance)

Shelter Services

Shelter services include caring for and placing Spokane County's homeless, lost, abused, and/or neglected dogs, cats, and other domesticated animals. These services are provided 6-7-days per week.

- Post-impound animal care includes foster placement and/or in-shelter housing, daily feeding and cleaning, behavior/personality assessment, enrichment, and necessary veterinary care.
- Animal placement includes reunification with owners (redemptions), adoption into new homes, and transfer to partner animal rescue organizations.
- Animals deemed "dangerous" pursuant to Spokane County Code are quarantined and held pending a law enforcement (animal protection) determination.
- Operating policies, codes, public fee structures, and partnerships are aimed at reducing the number of animals impounded and minimizing their lengths of stay, while working to secure life-affirming outcomes for them whenever possible and appropriate. Efforts to reduce the number of animals impounded include the acceptance of owner surrendered animals only in exigent circumstances or when shelter capacity is high, the maintenance of a pet food bank for animal owners, and the undertaking of a trap-neuter-return program that facilitates the sterilization and vaccination of community cats.
- Operations include the maintenance of a crematorium to properly dispose of deceased animals.
- The County will maintain a pet license program to comply with County Code.

Special Programs

Special programs include the facilitation of the shelter's volunteer and community outreach programs.

Veterinary Services

Veterinary services include the undertaking of routine wellness exams and the administration of vaccinations upon impound, the treatment of common causes of illness, the performance of sterilization surgeries, and the surgical correction of common ailments. Veterinary services may also involve the procurement of third-party emergency care, as deemed necessary.

Exhibit 2 - Performance Measures and Reporting

Service Goals

- The provision of high priority and emergency protection and enforcement services immediately if a person's and/or animal's safety and/or healthy is at immediate risk or, in the absence of such immediate risk, within 24 hours of request.
- The provision of low priority protection and enforcement services within 48 hours of request.
- The return of licensed or otherwise identified animals impounded in the field by Animal Protection Officers to their homes whenever possible or, in the absence of this possibility, the notification of the identified owner by phone and mail within 24 hours of the animals impound.
- The operation of a 24-hour emergency phone line to allow for immediate response to requests for emergency protection and enforcement services.
- The examination, scanning (for a microchip), and vaccination of all impounded animals whose disposition allows therefore.
- The provision of appropriate routine and veterinary care to impounded animals and the securing of life-affirming outcomes for impounded animals whenever possible and appropriate.
- The offering of convenient online avenues for pet licensing procurement and submission of requests for protection and enforcement services.

Performance Measures

Enforcement

- Volume of and response time to high priority calls.
- Volume of and response time to low priority calls.

Shelter

- Save and live release rates for impounded animals.
- Number of community cats sterilized, vaccinated, and returned to field.

Any Contracting Party's concerns regarding the provision of protection and enforcement services shall be forwarded to the SCRAPS Advisory Board for consideration at their next scheduled meeting. Failure to resolve the concern by the SCRAPS Advisory Board shall result in the concern being immediately forwarded to the Board of County Commissioners for resolution. If the Contracting Party is not satisfied

by the decision of the Board of County Commissioners, it may seek resolution vis-a-vis SECTION No. 17.

Reporting

Activity-specific statistics will be shared with Contracting Parties monthly and will include the following:

- The number of requests for service by type.
- The number of impounded animals.
- The number of community cats trapped, sterilized, vaccinated, and returned to the field.
- The number of emergency requests for service.

Citizen Complaint Reporting

Spokane County will provide each Contracting Party with a monthly report listing any complaints received within the City by SCRAPS staff for the preceding month, and, for each complaint, the associated listing shall include:

- The nature of the complaint.
- The location of the associated incident.

Citizen Complaint Process

- Written complaints may be submitted via mail, email, or the online complaint form available on the SCRAPS website. Verbal complaints, whether submitted telephonically or in person, shall be documented in writing by the SCRAPS staff member receiving the complaint.
- All complaints shall be handled by SCRAPS Management within five (5) business days *unless* the complaint is related to an ongoing/active investigation.
- Unresolved complaints shall be referred to the Board of County Commissioners and resolved within ten (10) business days of receipt. Spokane County will notify the appropriate Contracting Party's representative in writing of the Board of County Commissioners' decision.

Exhibit 3 - Calculation of Payment

Allocable costs are adjusted for each Contracting Party based on actual, yearly increases or decreases for all services and annexations (within or outside the program service area). Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflation Cap.

Service Year Cost Allocation Process:

- Total Protection and Enforcement Service costs, including a portion of administration and relative debt/capital costs, shall be allocated among all Contracting Parties based as follows: (1) 50% on their relative human populations, and (2) 50% on the number of calls for services attributable to each Contracting Party.
- Total Shelter Services costs, including a portion of administrative and relative debt/capital costs, shall be allocated among all Contracting Parties based as follows: (1) 20% on their relative

human populations, and (2) 80% on the total number of impounded animals attributable to each Contracting Party.

- The Annual Service Year cost for each Contracting Party will be reduced based on the Licensing revenue generated within their respective jurisdiction from the previous year. Licensing revenue shall be attributed to each Contracting Party based on the residency (per the most recent, historical data available) of the individual purchasing the license.

Budgeted Total Net Allocable Costs shall be calculated for all Contracting Parties as Budgeted Total Allocable Costs (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**.

Total Non-Licensing Revenue shall mean all revenue generated from fines, forfeitures, and other fees and charges imposed by SCRAPS in connection with organizational operation *but excluding* Total Licensing Revenue, Donations, interest, and grant monies.

Annual Budget Inflator Cap shall mean the maximum amount by which Budgeted Total Allocable Costs may be increased from one service year to the next service year, calculated as the rate of increase up to three percent (3%) *plus* the rate of population growth for the preceding year for Spokane County (including the unincorporated area and all contracting jurisdictions), as identified by comparing the two most recently published July OFM city and county population reports.

All reserves associated with fees will be retained by SCRAPS for future capital or operational needs.

Billing Procedure. County will bill City for one-twelfth of calculated fee each month. Regular monthly payment by City will be due within 30 days of receipt of invoice.