

**INTERLOCAL AGREEMENT FOR  
ANIMAL CARE AND CONTROL SERVICES  
IN THE CITY OF (insert city name)  
(Effective Date – End Date)**

**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 [INSERT MUNICIPALITY], a municipal corporation of the State of Washington, having offices for the transaction of business at [INSERT CITY ADDRESS] Washington 9900, hereinafter referred to as “CITY,” (hereinafter individually referred to as “PARTY” and jointly 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 [INSERT MUNICIPALITY] may enact ordinances dealing with animal control within its boundaries; and

**WHEREAS**, Spokane County has established an Animal Control Department managed by an Animal Protection Director and maintains an animal Care and Control facility through Spokane County Regional Animal Protection Services (“SCRAPS”) that provides animal control and enforcement as authorized by RCW 16.52.015 and RCW 16.52.011(2)(c); and

**WHEREAS**, the [INSERT MUNICIPALITY] desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the [INSERT MUNICIPALITY].

**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 Care and Control Agency “SCRAPS”

will provide “Animal Control Services” to CITY within its boundaries. It is the intent of the PARTIES that Animal Control Services to be provided by COUNTY will be consistent with the CITY’s Council/Manager/Commissioners form of government provided for in chapter **INSERT RCW** (charter/noncharter) and within the statutory responsibilities of a CITY Animal Care and Control Agency and as defined by RCW 16.52.011 and in RCW 16.52.015.

For the purpose of this Agreement, Animal Control Services shall encompass the duties and functions which the SCRAPS customarily provides within the unincorporated areas of Spokane County. Said services shall include:

1. Enforcement of CITY’s Animal Control Ordinance;
2. Enforcement of CITY’s Inherently Dangerous Mammals/Reptiles Ordinance;
3. Enforcement of CITY’s Dangerous Dog Ordinances and applicable 16.08 RCW
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” SCOPE OF SERVICES, attached hereto and incorporated by reference, as they relate to Animal Control Services which include: (1) Animal Control Services, (2) Animal Care and Control Facility Services, (3) Animal Control Ordinance/ Licenses/ Fees/ Penalties Services, (4) Citizen Complaint Process, and (5) Activity Specific Reporting Services.

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

To the extent it has not already done so, the CITY shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, appeal, impound redemption and animal care and control facility provisions that are substantially the same as those of Title 5 Spokane County Code as now in effect or hereafter amended. The CITY shall advise the COUNTY of any CITY animal control ordinances that differ from those of the COUNTY and of any amendments to the CITY Animal Control Ordinance adopted subsequent to the effective date of this Agreement.

If a conflict arises between CITY’s Animal Control Ordinance and COUNTY’s Animal Control Ordinance, COUNTY’s ordinance shall govern.

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 authorize the COUNTY to act on its behalf in undertaking the following:

1. Determining the eligibility for and issuing licenses under the terms of the CITY Ordinance, subject to the conditions set forth in such laws.
2. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.

3. Conducting administrative appeals of those COUNTY licensing determinations made and enforcement actions taken on behalf of the CITY. Such appeals shall be conducted by the CITY's Hearing Examiner or following the COUNTY's administrative appeals procedure or office on behalf of the CITY unless either the CITY or the COUNTY determines that the particular matter should be heard by the CITY.

CITY shall provide legal counsel to prosecute and defend on appeal any civil infractions, administrative hearings, and, if applicable, municipal criminal violations that are to be heard in CITY's municipal court, hearing examiner, or similar CITY adjudicative entity. Criminal violations under the Revised Code of Washington or Spokane County Code shall be referred to the Spokane County Prosecutor's Office. .

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 additional cost outside service fees to CITY.

Standards of performance, discipline of employees, and other matters incidental to providing such Animal Control Services to include control/supervision of personnel shall remain in COUNTY. All persons employed in the performance of Animal Control Services shall be COUNTY employees. COUNTY SCRAPS Director agrees to meet and confer with CITY with respect to staff assigned to provide Animal Control Services. Issues of discipline or performance will be specifically left to COUNTY. Nothing herein contained shall make any employee of COUNTY an employee of CITY.

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

This Agreement shall have an "effective date" of November 1, 2025 and expire on December 31, 2030 unless terminated as outlined in Section 10.

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

CITY shall pay COUNTY the actual costs for Animal Control Services provided under this Agreement, pursuant to the terms and conditions set forth in ATTACHMENT "B" COSTS AND PAYMENT, attached hereto and incorporated by reference.

## **SECTION NO. 4: EXTRAORDINARY COSTS**

In the event of unplanned and/or unbudgeted for and significant expenses related to the provision of Animal Control Services, CITY shall be financially responsible for the associated expenses. Unplanned for Animal Control Services that may result in the accrual of extraordinary costs may include but are not limited to the legal seizure or impound of animals necessitating extended on-site holding, offsite boarding, or non-routine veterinary care. Notice of any extraordinary costs will be given pursuant to the Section NO. 5: NOTICE.

## **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: SCRAPS Director

CITY: CITY (or his/her authorized representative)  
ADDRESS

#### **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**

COUNTY and CITY shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees, agents, or its officers. Neither COUNTY or CITY assumes any responsibility to the other PARTY for the consequences of any act or omission of any person, firm or corporation not party to this Agreement.

COUNTY will indemnify and hold CITY harmless from any and all loss, claim or damage including but not limited to reasonable attorney's fees, demands, losses and liabilities to or by third parties, to the extent arising from the negligent acts of omissions of COUNTY's employees, agents, and officers.

CITY will indemnify and hold COUNTY harmless from any and all loss, claims or damage, including but not limited to reasonable attorney's fees, demands, losses and liabilities to or by third parties, to the extent arising from the negligent acts and omissions of CITY's employees, agents, and officers.

#### **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 both PARTIES.

CITY may terminate this Agreement for convenience by notifying COUNTY no later than October 1<sup>st</sup> that it intends to terminate this agreement for the following calendar year. Should CITY provide notice, the date of termination shall be December 31. Written notice may be provided by email and/or other electronic means.

COUNTY may terminate this agreement by providing CITY written notice of its intent to terminate this agreement 90 days prior to the intended date of termination.

Upon termination, CITY shall be obligated to pay for only those Animal Control Services rendered prior to the date of termination based upon a pro rata division of those costs Attachment "B", attached hereto and incorporated by reference.

Upon termination, at CITY's option, COUNTY shall continue to provide Animal Control Services to completion for those criminal/infracton cases filed prior to the effective date of termination, pursuant to Attachment "B", attached hereto and incorporated by reference.

#### **SECTION NO. 11: PROPERTY AND EQUIPMENT**

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

#### **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 or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each Party shall enter into a series of

meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one Party gives written notice to the other by certified mail, personal, or electronic service. Such notice shall identify the dispute or controversy with particularity and state that the Party is commencing this Level 1 procedure to resolve the dispute. After receipt of such notice the Parties shall meet either in person or through electronic means. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.

Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator in Spokane County, Washington to aid the Parties in resolving the dispute or controversy. The mediator shall be a licensed attorney in the State of Washington and not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location. The Parties shall act in good faith as to resolving disputes through mediation.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in the courts of competent jurisdiction within Spokane County, Washington.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **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 SCRAPS Director or his/her designee as its agent for the purposes of administering the terms of this Agreement. COUNTY SCRAPS 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 Control emergency within CITY.

#### **SECTION NO. 18: RECORDS**

All public records prepared, owned, used or retained by COUNTY and/or SCRAPS in conjunction with providing Animal Control Services under the terms of this Agreement shall be deemed County property and shall be made available to CITY upon request by CITY Mayor. COUNTY or SCRAPS 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 will receive more favored treatment in receipt of Animal Control Services than made available to CITY for similar services.

#### **SECTION NO. 20: 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. 21: 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. 22: 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, calls for service, emergency calls, and animal impounds.

**SECTION NO. 23: 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 Party'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. 10 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

ATTEST:

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

ATTEST:

CITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
[MAYOR], Mayor

Approved as to form only:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

## **ATTACHMENT "A" SCOPE OF SERVICES**

The COUNTY through the Spokane County Regional Animal Protection Service ("SCRAPS") will provide Animal Control Services to the CITY within the CITY's boundaries. The COUNTY shall enforce CITY animal control ordinances within the CITY's boundaries as City's contracted animal authority as authorized in RCW 16.52.015 and RCW 16.52.011(2)(c).

For the purpose of this Agreement, Animal Control Services shall include:

1. Enforcement of COUNTY's Animal Control Ordinance;
2. Enforcement of COUNTY's Inherently Dangerous Mammals/Reptiles Ordinance;
3. Enforcement COUNTY's Dangerous Dog Ordinances and applicable 16.08 RCW;
4. Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals);
5. Enforcement of chapter 16.54 RCW (Abandoned Animals)

Animal Control Services include: (1) Animal Control Services, (2) Animal Care and Control Facility Services, (3) Animal Control Ordinance/ Licenses/ Fees/ Penalties Services, (4) Citizen Complaint Process, and (5) Activity Specific Reporting Services

### **(1) ANIMAL CONTROL SERVICES**

Animal Control Services include the operation of a customer service center, the dispatch of Animal Protection Officers in response to calls, and the handling of calls in the field by Animal Protection Officers including the collection and delivery of animals to the SCRAPS Animal Care and Control Facility.

#### **A. Customer Service Center**

- i. The County will operate an animal control and protection customer service center five days every week.(excluding holidays and County-designated furlough days, if applicable) for a minimum of seven and a half (7.5) hours per day (normal business hours). The County may adjust the days of the week the customer service center operates to match the operating hours of field operation service days.
- ii. The animal control customer service center will provide callers with guidance, education, options and alternative resources if appropriate for the given situation.
- iii. When the customer service center not in operation, callers will hear a recorded message stating, if they are reporting a non-emergency to either leave a voice message, submit an online message, or call back during regular business hours. In the case of an emergency, the callers will be transferred to an after-hours customer service center to file an emergency report. The customer service center will contact an Animal Protection Officer to relay incidents classified as an emergent situation.

#### **B. Animal Protection Officers (APO)**

i. The County will divide the area receiving Animal Control Services into service areas. Animal Control service areas will be maintained by SCRAPS and subject to change based on jurisdictional needs and operational adjustments. An example of service areas will be maintained on SCRAPS website. The County shall ascertain appropriate staffing levels for service areas. City may consult with the County regarding City's needs to help County appropriately allocate APO services to the service area and help meet City's needs.

ii. The County shall make reasonable efforts for an APO to respond to high priority calls during regular APO service hours on the day such a call is received. The County shall retain full discretion as to the order in which high priority calls are responded. high priority calls include those calls that pose an emergent danger to the community, including:

- Emergent animal bite
- Emergent dangerous dog
- Emergent injured animal
- Law enforcement/fire assist calls — (Example; Owner arrested/hospitalized no person available to provide care to the animal during owner/keeper's absence.)
- Emergent animal cruelty

iii. Lower priority calls include all calls that are not high priority calls. These calls will be addressed by an APO or customer service center staff over the telephone, referral to other resources, or by dispatching an APO as necessary or available, as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall), lower priority calls may only receive a telephone response from the Animal Protection Officer or customer service center. Lower priority calls are non-emergent requests for service, including but not limited to:

- Non-emergent high priority events
- Patrol request: APO requested to patrol a specific area due to possible animal control code violations,
- Dog or Cat at Large
- Stray Dog or Cat Confined
- Barking Dog
- Deceased Dog or Cat

iv. The following Animal Control Service resources will be available for dispatch into any service area as the County deems appropriate.

1. A Field Operations Manager will provide oversight of and backup for APOs.
2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
3. Not less than 1 APO will be on call every day at times that are not regular APO service hours (including the days per week that are not included within regular APO service hours), to respond to high priority calls posing an extreme life and safety danger, as determined by the County. These services are referred to as Emergency Services Examples include but are not limited to

- Emergent Injured Animal
- Emergent Aggressive Dog at Large
- Emergent Animal Bite
- Law Enforcement or Fire Department Assist (Example; Owner arrested or hospitalized no person available to provide care during owner's absence)

4. The Parties understand that rural areas of the County will generally receive a less rapid response time from APOs than urban areas.

v. Animal Protection Officers are tasked with investigating and enforcing the state and local animal control ordinances . APOs are responsible for issuing warnings, infractions, citations, and writing/executing search warrants as it pertains to enforcement of the local and state animal control ordinances. Examples of call types that animal protection officers respond to include but are not limited to the following.

- Barking Investigation
- Bite Investigation
- No Rabies Vaccination
- Cat at Large
- Dog at Large
- Dog/Cat Exhibiting Vicious Propensities
- Dog Chasing Vehicle
- Dogs Running in Pack
- Dangerous Dog Declaration
- Dangerous Dog Inspection
- Dangerous Dog Violation
- Potentially Dangerous Dog Declaration
- Potentially Dangerous Dog Violation
- Unlicensed Dog/Cat
- Illegal Kennel
- Private Kennel Inspection
- Commercial Kennel Inspection
- Public Nuisance
- Inherently Dangerous Mammals/Reptiles Inspection
- Inherently Dangerous Mammals/Reptiles Violation
- Park Patrol
- Failure to Report Hit-By-Car Animal
- Theft of Pet
- Animal Cruelty
- Animal Fighting
- Animal Neglect
- Abandoned Animal
- Illegal Tethering
- Unsafe Confinement
- Animals Unattended in Vehicle/Enclosed Space

COUNTY will recognize the following performance measures pertaining to Animal Control Services and shall attempt to monitor the following to better improve its services:

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

(2) **ANIMAL CARE AND CONTROL FACILITY SERVICES**

Facility services involve caring for and placing abandoned, stray, abused, and/or neglected dogs, cats, and sometimes other domesticated animals within capacity and capacity for care limitations utilizing Association of Shelter Veterinarian guidelines or other noted best practices at the discretion of the SCRAPS Director. The Public Service Counter at the facility will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and COUNTY designated furlough days, for purposes of pet redemption, adoption, sales services and (as may be offered from time to time) animal surrenders. The Public Service Counter at the facility may be open for additional hours if practicable within available resources. Facility services include:

- Post-impound animal care includes foster placement and/or in-facility housing, daily feeding and cleaning, behavior/personality assessment (if deemed necessary), enrichment, and routine veterinary care;
- The County will maintain a volunteer/foster care function at the Facility to encourage use of volunteers working at the facility and use of foster families to provide fostering/transitional care between facility and permanent homes for adoptable animals;
- Veterinary services will be provided to only those animals in SCRAPS possession and will include animal exams, treatment and minor procedures, spay/neuter and sometimes other surgeries. Limited emergency veterinary services will be available during non-business hours, through third-party contractors, and engaged if and when the County determines necessary;
- Animal placement includes reunification with owners (redemptions), adoption into new homes, and transfer to partner animal rescue organizations;
- Animals deemed "dangerous" pursuant to the Spokane County Code are quarantined and held pending adjudication and/or compliance with legal restrictions;
- Operating policies, codes, public fee structures, and partnerships are aimed at reducing the number of animals impounded and minimizing their lengths of stay. Efforts to reduce the animals impounded include only accepting owner surrendered animals in exigent circumstances or at the SCRAPS Director's discretion.
- Operations include the maintenance of a crematorium or other means to properly dispose of deceased animals;
- The County will maintain a pet license program to comply with Spokane County Code Title 5;

The operating policy of SCRAPS will be to restrict euthanasia to only those cases which are authorized consistent with Spokane County Code Title 5. No euthanasia will be performed without

the express approval of the SCRAPS Director.

**(3) ANIMAL CONTROL ORDINANCE/ LICENSES/ FEES/ PENALTIES SERVICES**

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 exists 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. All revenues realized from licenses/fees/penalties collected shall be retained by SCRAPS.

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 providing Services in any court of lawful jurisdiction except if the enforcement constitutes a felony or is filed in the Spokane County District Court for prosecution by the Spokane County Prosecutor's Office.

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

In performing Animal Control Services, the COUNTY will provide all necessary personnel, vehicles, and materials.

**(4) CITIZEN SERVICE COMPLAINT PROCESS**

Any CITY concern regarding the provision of services under this Agreement may be forwarded to the Advisory Board (see "Exhibit C") for consideration at their next scheduled meeting. Failure to resolve the concern by the Advisory Board shall result in the concern being immediately forwarded to the CEO for resolution. If the CITY is not satisfied by the decision of the CEO, it may seek dispute resolution pursuant to SECTION No. 17.

**(5) ACTIVITY SPECIFIC REPORTING SERVICES**

Activity-specific statistics may be shared with CITY and include the following:

- The number of requests for service by type.
- The number of impounded animals.
- The number of emergency requests for service.

## ATTACHMENT “B” COSTS AND PAYMENT

### CALCULATION OF COST

CITY shall pay COUNTY the actual costs for Animal Control Services provided under this agreement. The cost for Animal Control Services for Fiscal Year **2026** forward under this Agreement shall be calculated as follows:

**Cost of Service = (SCRAPS Prior Month Actual Expenses x Percentage (%) of CITY Activity Study {Prior Month}) – Prior Month Licensing Revenue for CITY**

Attachment’s B-1, B-2 and B-3 are attached for illustrative purposes:

For 2025, Actual Expenses and reports from 2024 will be prorated from November 1, 2025 for remaining period ending December 31, 2025.

EXAMPLE: Cost of Service for Spokane County = (\$4,346,077 x 20.17%) - \$188,000 = \$688,603.73 for Year 2025; prorated to a monthly amount for remainder of 2025.

CITY shall pay COUNTY based upon the Cost-  -of-  -Service calculation.

### BILLING

COUNTY will bill CITY by the 15th of the month immediately following the month of service. The invoice to CITY will be due to the COUNTY by the 5<sup>th</sup> day of the following month.

### CAPITAL IMPROVEMENTS

Capital expenses will be identified and included in the budget process; proposed budget and capital for the following budget year will be provided to CITY by end of Quarter 3. Depreciation over asset useful life will be calculated; CITY will reimburse cost based on percentage of CITY Activity Study and will be included in monthly invoice.

## **METHOD OF PAYMENT**

The CITY agrees to make payment in the amount and manner stipulated herein and in amount(s) specified under CALCULATION OF COST – ATTACHMENT “B” COSTS AND PAYMENT.

- A. The method of payment will be at the CITY’s sole discretion using any of the methods listed below. The annual cost submitted by the COUNTY and accepted by the CITY is inclusive of applicable payment terms, as well as any and all fees incurred by the vendor through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the COUNTY shall apply, unless otherwise preapproved by the COUNTY.

The method of payment options that the CITY may use, at its sole discretion, are:

1. Automated Clearing House (ACH); or
  2. Electronic Payment (“E-Payment” or “ePayables”).
- B. Unless the PARTIES agree otherwise, pay requests will be numbered sequentially beginning with “Pay Request 1”. If the billing cannot be identified or the charges correlated with this Agreement it shall be returned without action.
- C. Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.
- D. Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.
- E. Identification of final invoice: In order for both Parties to close their books and records, COUNTY will clearly state "FINAL INVOICE" on the COUNTY's final/last billing to the CITY. This certifies that all services have been properly performed and all applicable charges and costs have been invoiced to the CITY.

**ATTACHMENT “B-1”**

<b>Spokane County Regional Animal Protection Services</b>						
<b>Activity Study 2024</b>						
	<b>Request For Service</b>	<b>Impounds</b>	<b>Emergency Calls</b>	<b>Trapping</b>	<b>Total</b>	<b>%</b>
<b>Spokane City</b>	4038	2621	143	5	6807	52.22%
<b>Spokane County</b>	1482	1114	33	1	2630	20.17%
<b>Spokane Valley</b>	1543	1250	61	0	2854	21.89%
<b>Airway Heights</b>	58	92	10	0	160	1.23%
<b>Cheney</b>	124	98	5	0	227	1.74%
<b>Deer Park</b>	58	32	0	0	90	0.69%
<b>Fairchild AFB</b>	2	7	0	0	9	0.07%
<b>Fairfield</b>	7	13	0	0	20	0.15%
<b>Latah</b>	7	0	0	0	7	0.05%
<b>Liberty Lake</b>	61	26	1	0	88	0.68%
<b>Medical Lake</b>	60	39	0	0	99	0.76%
<b>Millwood</b>	14	18	0	0	32	0.25%
<b>Rockford</b>	13	0	0	0	13	0.10%
<b>Total</b>	<b>7467</b>	<b>5310</b>	<b>253</b>	<b>6</b>	<b>13036</b>	<b>100.00%</b>

ATTACHMENT “B-2”

## Actual Year To Date

January 2024 To December 2024 (12 Months)

Fund	- 010 - GENERAL FUND
Agency	420 - Animal Control
Account	All
Department IDs	All

	<u>YTD Actual Cost</u>
S100 - Annual Operating Contingency	-
S101 - Salaries and Wages	<u>1,988,297</u>
Total S101 - Salaries and Wages	1,988,297
S102 - Employee Benefits	945,346
S103 - Supplies	453,016
S104 - Services	497,977
S105 - Governmental Transfers	-
S106 - Capital	21,735
S107 - Debt Services	<u>439,706</u>
Total Expense	<u><u>4,346,077</u></u>

## ATTACHMENT "B-3"

### Jurisdiction Summary Report – Spokane, WA

Activity from 1/1/24 through 12/31/24

Jurisdiction	Dog License			Cat License			Service	License Total	Replacement	Except
	Intact	Altered	Senior	Intact	Altered	Senior				
<i>All Locations</i>										
AIRWAY HEIGHTS	14	121	34	1	60	0	0	230	2	2
	\$5,957.00	\$742.00	\$3,388.00	\$586.00	\$28.00	\$1,080.00	\$0.00	\$5,824.00	\$10.00	\$26.00
CHENEY	32	175	64	11	150	32	5	469	2	2
	\$11,400.00	\$1,696.00	\$4,900.00	\$1,126.00	\$308.00	\$2,700.00	\$416.00	\$11,146.00	\$10.00	\$26.00
COUNTY	426	3,318	2,337	17	1,224	594	12	7,928	13	62
	\$195,268.00	\$22,578.00	\$92,886.00	\$41,428.00	\$476.00	\$22,006.00	\$7,709.00	\$187,083.00	\$65.00	\$852.00
DEER PARK	5	45	74	3	14	5	0	146	0	0
	\$3,286.00	\$265.00	\$1,260.00	\$1,332.00	\$84.00	\$252.00	\$65.00	\$3,258.00	\$0.00	\$0.00
FAFB	36	180	0	3	74	0	0	293	0	0
	\$8,399.00	\$1,908.00	\$5,040.00	\$0.00	\$84.00	\$1,332.00	\$0.00	\$8,364.00	\$0.00	\$0.00
FAIRFIELD	1	6	6	0	1	0	0	14	2	0
	\$362.00	\$53.00	\$168.00	\$108.00	\$0.00	\$18.00	\$0.00	\$347.00	\$10.00	\$0.00
LATAH	1	9	2	0	5	0	0	17	0	0
	\$431.00	\$53.00	\$252.00	\$36.00	\$0.00	\$90.00	\$0.00	\$431.00	\$0.00	\$0.00
LIBERTY LAKE	20	251	139	0	120	37	0	567	0	0
	\$13,561.00	\$1,060.00	\$7,028.00	\$2,489.00	\$0.00	\$2,160.00	\$481.00	\$13,218.00	\$0.00	\$0.00
MEDICAL LAKE	4	72	43	0	25	14	0	158	0	0
	\$3,734.00	\$212.00	\$2,016.00	\$774.00	\$0.00	\$450.00	\$182.00	\$3,634.00	\$0.00	\$0.00
MILLWOOD	5	43	29	0	21	14	0	112	1	0
	\$2,607.00	\$265.00	\$1,204.00	\$522.00	\$0.00	\$378.00	\$182.00	\$2,551.00	\$5.00	\$0.00
OTHER	6	22	3	0	19	0	0	50	0	0
	\$1,330.00	\$318.00	\$616.00	\$54.00	\$0.00	\$342.00	\$0.00	\$1,330.00	\$0.00	\$0.00
ROCKFORD	2	5	2	0	2	0	0	11	0	0
	\$318.00	\$106.00	\$140.00	\$36.00	\$0.00	\$36.00	\$0.00	\$318.00	\$0.00	\$0.00
SPOKANE	832	5,735	3,392	40	2,752	1,329	42	14,122	27	82
	\$343,530.00	\$44,096.00	\$160,580.00	\$60,385.00	\$1,120.00	\$49,523.00	\$17,277.00	\$332,981.00	\$135.00	\$1,030.00
SPOKANE VALLEY	361	2,504	1,499	22	1,303	553	18	6,260	9	41
	\$150,857.00	\$19,133.00	\$70,094.00	\$26,598.00	\$616.00	\$23,454.00	\$7,163.00	\$147,058.00	\$45.00	\$465.00
STEVENS	0	1	0	0	0	0	0	1	0	0
	\$28.00	\$0.00	\$28.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$0.00
UNKNOWN	2	1	1	0	0	0	0	4	0	0
	\$152.00	\$106.00	\$28.00	\$18.00	\$0.00	\$0.00	\$0.00	\$152.00	\$0.00	\$0.00
<i>Subtotal All Locations</i>	<i>1,747</i>	<i>12,488</i>	<i>7,625</i>	<i>97</i>	<i>5,770</i>	<i>2,578</i>	<i>77</i>	<i>30,382</i>	<i>56</i>	<i>189</i>
	<i>\$92,591.00</i>	<i>\$349,628.00</i>	<i>\$135,492.00</i>	<i>\$2,716.00</i>	<i>\$103,821.00</i>	<i>\$33,475.00</i>	<i>\$0.00</i>	<i>\$717,723.00</i>	<i>\$280.00</i>	<i>\$2,399.00</i>

## **Attachment “C” SCRAPS ADVISORY BOARD**

### Meetings

- Meet: Quarterly
- Location: 6815 E. Trent Ave. Spokane Valley WA 99212
- Time: TBD

### Member Specifications

- Current Members:
- Term:

### **Details:**

The SCRAPS Advisory Board will consist of seven (7) members. The seven members shall consist of two individuals representing Spokane County, two individuals from each of the two largest municipal ILA holders, and one representative for the remaining cities and towns that contract for animal control services with the County. The Board of County Commissioners shall select two members by vote. County shall identify the two largest municipal ILA holders by population. These municipalities shall each select two members for the advisory board. The remaining municipalities shall consult to nominate a member for the advisory board. If the municipalities cannot select a single individual, they shall propose candidates to the advisory board to select a member from amongst the group of candidates.

Appointments shall be for 2-year terms, from July 1 of the first year of appointment, through June 30 of the second year of appointment. The years shall consist of 12 calendar months each, for a total of 24 months. Service on the board is voluntary. Members of the SCRAPS Advisory Board serve as representatives of the people in Spokane County and the municipal jurisdictions within the county. Members should have an understanding of the role and purpose of animal control agencies and should strive to improve their knowledge of animal control best practices and ethics.

### **Purpose**

The purpose of Spokane County Regional Animal Protection Service (SCRAPS) Advisory Board is to provide current knowledge, critical thinking, and analysis to increase business efficiency, communication, best practices and high-quality animal control and protection service to the citizens of Spokane County.

## **Duties**

Review response protocols and recommending potential changes to further the goal of supporting the most appropriate use of Animal Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of Attachment A. Board members who miss more than two scheduled meetings in a row be removed from the Board following a vote of the majority of the Board's members.

DRAFT