

RESOLUTION NO. 731

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
UNIVERSITY PLACE AND PIERCE COUNTY FOR ANIMAL SERVICES**

WHEREAS, the City has provided animal services to the residents of the City with two full-time Animal Control/Code Enforcement Officer positions in the Public Safety Department. The positions reported directly to the Public Safety Manager; and

WHEREAS, due to the recent Animal Control/Code Enforcement staff reduction and resignation, City staff took the opportunity to review the costs and levels of service surrounding this program; and

WHEREAS, the City requested contract proposals and costs from Lakewood and Pierce County for providing animal control services; and

WHEREAS, after study and discussion, based on the merits of each proposal, the City Council desires that the City contract with Pierce County for animal control services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:**

Section 1. Interlocal Agreement Approved. The proposed Interlocal Agreement between the City of University Place and Pierce County for provision of animal services is hereby approved substantially in the form attached hereto.

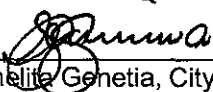
Section 2. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON AUGUST 19, 2013.



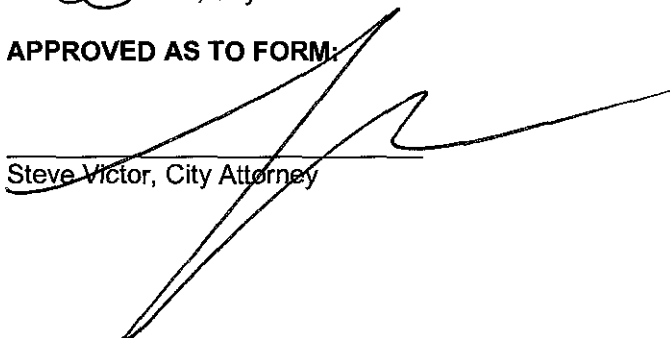
Ken Grassi, Mayor

ATTEST:



Emelita Genetia, City Clerk

APPROVED AS TO FORM:



Steve Victor, City Attorney

**AGREEMENT BETWEEN
PIERCE COUNTY AND CITY OF University Place
FOR ANIMAL SERVICES**

WHEREAS, the Pierce County Auditor's Office and Pierce County Sheriff's Office together, hereinafter referred to as County, is in the business of providing services related to the care and control of animals (code enforcement, pet licensing, shelter) for Pierce County residents; and

WHEREAS, the County has the capability to provide animal control and pet licensing to other jurisdictions (cities and towns) within the boundaries of Pierce County; and

WHEREAS, the City of University Place, hereinafter referred to as City, is in need of animal control and certain animal-related licensing services and wishes to contract for these services with the County; and

WHEREAS, the County is willing to provide animal control and certain animal-related licensing services to the City;

NOW THEREFORE, the County and the City agree to the following for the provision of animal control and licensing services:

1. The County agrees to provide the City with the services set forth in Exhibit "A" of this agreement. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Payment to the County for services rendered under this Agreement shall be set forth in Exhibit "B".
3. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the City and the County.
4. This Agreement is subject to review by any Federal or State Auditor.
5. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
6. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington and in the County of Pierce. This Agreement shall be governed by the law of the State of Washington.
7. If sufficient funds are not appropriated or allocated by the City under this Agreement for any future fiscal period, the County will not be obligated for the provision of services after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
8. Differences between the City and the County, arising under and by virtue of this Agreement shall be brought to the attention of both parties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
9. The City agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reasons of any and all claims and demands upon the County, its elected or

appointed officers or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the City, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.

10. All writings, programs, data, public records or other materials prepared by the County and/or its consultants or subcontractors shall be the sole and absolute property of the County.
11. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
12. This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
13. The term of this Agreement shall be September 1, 2013 through December 31, 2014. Thereafter, this Agreement shall automatically renew on January 1 of each calendar year unless either party provides a six-month written notice to terminate the Agreement.
14. Contacts for this contract are:

| Primary & Emergency Contact for City | Primary & Emergency Contact for County |
|---|--|
| <p>x x City of x x x, WA 98xxx Phone: Cell Phone: Fax: Email:</p> | <p>Brian Boman Animal Control Supervisor Pierce County Auditor's Office 2401 So 35th Street Suite 200 Tacoma, WA 98409 Phone: 253.798.7006 Cell Phone: 253.377.0580 Fax: 253.798.7004 Email: bboman@co.pierce.wa.us</p> |
| Contract Administrator – City | Contract Administrator - County |
| <p>Phone: Cell Phone: Fax: Email:</p> | <p>Mary Schmidtke Phone: 253-798-2583 Cell Phone: 253-948-6525 Fax: 253-798-3182 Email: mschmid@co.pierce.wa.us</p> |

EXHIBIT "A"
Scope of Work

City Responsibilities:

The City shall:

1. Adopt current Pierce County Code Chapter 6 relating to animal enforcement prior to the effective date of this Agreement.
2. Provide the County with a copy of the City's proposed ordinance (set forth above) prior to adoption by the City. This is required to ensure the above-modifications have been completed.
3. Authorize Pierce County Animal Control to enforce all state and local laws pertaining to animals within the City's jurisdiction.
4. Request non-emergency services by calling the County Animal Services PETS line at 253-798-PETS. Request emergency dispatch by calling 911 and requesting dispatch through South Sound 911.
5. Provide and maintain current immediate emergency contact information for the City of University Place. Contact information at time of executing this contract is shown in the table in item #14 on page 2 of this document.
6. Be responsible for post-confiscation costs incurred by the County for animal cruelty/neglect confiscation. "Post confiscation costs" are shelter intake, shelter care, veterinary and/or hospital care, and any other costs related to the shelter and/or care of confiscated animals impounded during an animal cruelty / neglect investigation.
7. Provide legal services as required by this contract.

County Responsibilities:

The County shall:

1. Prioritize its service responses as follows:
 - a) Animal enforcement dispatched through 911.
 - b) Injured stray animals.
 - c) Animals at large in roadway causing traffic hazards.
 - d) Assist law enforcement and other agencies in impounding animals.
 - e) Assist law enforcement and other agencies in confiscation of animals as appropriate.
 - f) Investigate animal cruelty and neglect which may also include removal of neglected or abused animals. The County shall provide notice to the City within 72 hours of removal.
 - g) Impound injured animals at animal emergency clinic entities which provide such services through contract with Pierce County.
 - h) Impound stray confined animals from citizens as deemed appropriate.
 - i) Investigate ordinance complaints for leash law and barking.
 - j) Impounds of owner surrender animals, as deemed appropriate.

2. Be responsible for providing shelter and veterinary treatment as necessary, except those associated with animal cruelty / neglect cases. In animal cruelty / neglect cases, the City shall be responsible for all post-confiscation costs including shelter and veterinary care.
3. Meet on an annual basis with the City Manager or designee to discuss any issues relative to this Agreement and the provision of these services.
4. Provide certain animal-related licensing, as defined and regulated by the City of University Place Municipal Code Chapter 5¹. These animal-related licenses will be governed by the University Place fee schedule. The County will issue invoices to business / animal owners and will collect, keep, and receipt all revenue associated with these licenses. These licensing services are:
 - a) Kennel and boarding facility licensing (and related inspections).
 - b) Dangerous and Potentially-Dangerous Animal licensing (and related inspections).
 - c) Animal-related business licensing (grooming parlors, etc.).
5. Provide legal services as required by this contract.

City and County responsibilities regarding administrative hearings and court cases.

Civil infractions: Animal control civil infractions shall be filed in Lakewood Municipal Court. If notice of a contested hearing is provided to Pierce County Animal Control, the Animal Control Officers (ACO's) will attend and testify at the contested infraction hearing. If the court's decision is appealed, then legal representation shall be provided by the City of University Place.

Criminal misdemeanor cases. Criminal misdemeanor cases will be heard in Lakewood Municipal Court. Criminal misdemeanor cases shall be referred to the University Place City Attorney, or designee, to determine if criminal misdemeanor charges will be filed. ACO's will attend and testify at criminal trials and hearings when subpoenaed. The City of University Place or designee shall be responsible for prosecuting all criminal misdemeanor cases and all appeals therefrom.

Felony criminal cases. Felony criminal cases will be referred to the Pierce County Prosecutor's office to determine if felony criminal charges will be filed in Pierce County Superior Court. The Pierce County Prosecutor's office shall be responsible for prosecuting all felony cases and all appeals therefrom.

Petitions for the return of animals under RCW 16.52.085. Petitions for the return of abused or neglected animals will be filed in Pierce County District Court as required by statute and legal representation at the petition hearing and during any appeals therefrom shall be provided by the Pierce County Prosecuting Attorney's office.

Dangerous and Potentially Dangerous Animal Appeals. Any appeals of dangerous or potentially dangerous animal declarations shall be heard by the Hearing Examiner for the City of University Place. The ACO's shall present the case to the Hearing Examiner. If the Hearing Examiner's decision is appealed, then legal representation shall be provided by the City of University Place during the course of the appeal.

Impound Hearings. Any appeals of the decision to impound an animal shall be heard by the Hearing Examiner for the City of University Place. ACO's shall present the case to the Hearing Examiner. If the

¹ At the City's request, the County will NOT provide pet licensing (cats and dogs).

Hearing Examiner's decision is appealed, then legal representation shall be provided by the City of University Place during the course of the appeal.

Civil Lawsuits. Civil lawsuits refer to complaints that arise from animal control incidents that occur within the City of University Place. Examples include tort claims and/or constitutional claims. Refer to paragraph 9 on page 1 and 2 regarding the duty to defend and duty to indemnify.

Where the City or County is assigned the responsibility for prosecuting criminal cases or providing legal representation, said responsibility includes providing an attorney to appear in court to argue the case/appeal, to prepare all court pleadings, briefs, and related documents, and to pay any required court costs and fees. This obligation shall continue throughout the life of each case and at every court level.

UNOFFICIAL DOCUMENT

EXHIBIT "B"
Payment for Services

1. City shall reimburse the County on a cost of \$2.58 per resident annually times the City's population for Animal Control services plus \$88.33 per animal intake for Shelter Services. The cost per resident shall be modified on an annual basis beginning January 1 of each year. The County shall notify the City of the change in the per resident rate no later than October 15 of the calendar year.

2013 Annualized Rate for Animal Control Services: Full year 2013 = \$2.58 * 31,270 (based on 2012 population) for a total of \$80,536.22. The 2013 annualized rate shall be prorated to reflect the contract period for 2013 as defined in item #13 of this document.

2. Shelter Services shall be reimbursed at the County's cost of \$88.33 per animal intake. (Excludes animal cruelty/neglect cases. As stated in Exhibit "A", the City shall be responsible for all post-confiscation costs including shelter and veterinary care)
3. The County shall retain all license and infraction fees as payment for providing the following animal-related licensing services:
 - a. Kennels
 - b. Catteries
 - c. Grooming Parlors
 - d. Pet Shops
4. The County shall retain all license and infraction fees as payment for the licensing of Potentially-Dangerous and Dangerous Animals.
5. The City shall retain all license fees for providing pet licensing.
6. This agreement will serve as an invoice. Payment is payable either monthly or quarterly, to be determined by University Place, for each year this agreement is in force and shall be sent to the Contract Administrator for the County shown in the table in item #14 on page 2 of this document.

EXHIBIT "C"
Code Modifications

The City shall adopt current Pierce County Code chapter VI relating to animal enforcement and licensing prior to the effective date of this contract with the following modifications:

1. The City shall provide its own Hearing Examiner to hear appeals. Where the county code refers to "Pierce County Hearing Examiner", "Hearing Examiner" or "Examiner", such terms shall be modified in the City's municipal code and defined as the Hearing Examiner for the City.
2. All civil infractions and criminal misdemeanor cases shall be filed in the City's municipal court or the court system that the City has contracted with to provide justice services. Where the county code refers to "Pierce County District Court" or "District Court", those terms shall be the City's municipal code to refer to the City's municipal court or contract court.
4. Where the county code refers to "Pierce County", or "County" or "unincorporated Pierce County", such terms shall be modified in the City's municipal code to refer to the City.
5. The City's adopting ordinance shall provide that the City is also adopting those portions of PCC Chapter 8.72 "Public Disturbance Noises" that pertain to animals.
6. Under this agreement, Animal Control Officers will investigate felony and misdemeanor violations of RCW Chapter 16.52 "Prevention of Cruelty to Animals". Therefore, the City must incorporate by reference RCW Chapter 16.52, except for felony offenses, into its own municipal code.

Future Amendments

1. The County intends to periodically update and amend Title 6 of the Pierce County Code. If the City intends to incorporate Title 6 by reference into the City's code, the City may also include a provision in its ordinance whereby future amendments of the County Code are automatically adopted and incorporated by reference into the City Code except for above-referenced modifications. The City shall be responsible for maintaining consistency between the City's animal control code and Title 6 of the Pierce County Code.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CITY OF UNIVERSITY PLACE:

Approved As to Legal Form Only:

City Attorney Date

Signature Date

Title: _____

See page 2, item #14 for contact information.

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Recommended:

Budget and Finance Date

Approved:

Pierce County Auditor Date
(less than \$250,000)

Pierce County Sheriff Date
(less than \$250,000)

N/A
County Executive (over \$250,000) Date