

RESOLUTION NO. 1612

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF FIFE, PIERCE COUNTY, WASHINGTON
AUTHORIZING EXECUTION OF AN AGREEMENT
WITH PIERCE COUNTY FOR ANIMAL CONTROL
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

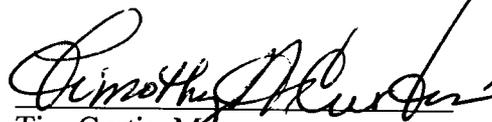
WHEREAS, the City of Fife is in need of animal control and pet licensing services and wishes to contract for animal control and pet licensing services with the County; and

WHEREAS, the County is willing to provide animal control and pet licensing services to the City; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager to negotiate and execute a contract with Pierce County for animal control services substantially in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Attorney us authorized to prepare and present to the Council an ordinance amending the animal control provisions of the Fife Municipal Code in accordance with the provisions of animal control services contract.

ADOPTED by the City Council at an open public meeting held on the ^{12th} 8th day of August, 2014.


Tim Curtis, Mayor

Attest:


for Michelle Meekins
Carol Etgen, City Clerk

**AGREEMENT BETWEEN
PIERCE COUNTY AND CITY OF X
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 X, hereinafter referred to as City, is in need of animal control and pet licensing services and wishes to contract for animal control and pet licensing services with the County; and

WHEREAS, the County is willing to provide animal control and pet 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 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 xxxx xx, 2013 through December 31, 2013. It shall automatically renew on January 1 of each calendar year unless either party provides 6 months 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 VI relating to animal enforcement and licensing prior to the effective date of this contract with the modifications listed in Exhibit C:
2. A copy of the City's proposed ordinance shall be provided to the County prior to adoption by the City 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. The City or its citizens should request non-emergency services by calling the County Animal Services PETS line at 253-798-PETS. Emergency calls should be made through the 911 System, by calling 911 and requesting dispatch through LESA.
5. Provide and maintain current immediate emergency contact information for the City of Fife. Contact information at time of executing this contract is shown in the table in item#14 on page 2 of this document.
6. Post confiscation costs incurred by the County for animal cruelty/neglect confiscations shall be borne by the City. "Post confiscation costs" includes costs for shelter care, veterinary and/or hospital care, and any other costs related to the shelter and/or care of confiscated animals.
7. The City shall be responsible for all litigation related to animal care and/or control cases that occur within its boundaries including criminal misdemeanor cases, civil infractions, and petitions for the return of abused/neglected animals, lawsuits of any kind, writs, and all appeals. The County has no duty to provide any legal representation or legal services to the City under this contract.

County Responsibilities:

The County shall:

1. Provide animal control services to the City by following the prioritization as detailed below:
 - a. In determining response priorities, several factors are taken into consideration such as public safety, animal safety and available personnel resources. Immediate threats to public safety will always take priority over any other type of call.
 - b. County shall respond to request for service of:
 - Animal enforcement 911 calls dispatched through LESA.
 - Injured stray animals.
 - Animals at large in roadway causing traffic hazards.
 - Assist law enforcement and other agencies in impounding animals.

- Assist law enforcement and other agencies in confiscation of animals as appropriate.
 - 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.
 - Impound injured animals at animal emergency clinic entities which provide such services through contract with Pierce County.
 - Impound stray confined animals from citizens as deemed appropriate.
 - Investigate ordinance complaints for leash law and barking.
 - Area checks requested by citizens.
 - Impounds of owner surrender animals, as deemed appropriate.
- c. The County shall provide animal control services to include provision of responses to aforementioned calls for service protocols. The County will be responsible for providing shelter and veterinary treatment as necessary except that on animal cruelty/neglect cases, the City shall be responsible for all post-confiscation costs including shelter and veterinary care.
- d. A representative from the Pierce County Auditor's Office and the Mayor or designee of the City will meet on an annual basis, or as needed, to discuss any issues relative to this Agreement and the provision of these services.
- e. The County shall provide pet licensing, registration services using the County's fee schedule by:
1. Issuing invoices to animal owners from information obtained from the City.
 2. Accepting payments for pet licenses.
 3. Issuing pet license tags to pet owners.
- f. The County shall provide the following appeal services:
1. Intake of the written appeal and forwarding of the written appeal to the City.

EXHIBIT "B"
Payment for Services

1. City shall reimburse the County on a cost of \$3.89 per resident annually times the City's population. 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.

2012 Annualized Rate: Full year 2012 = \$3.89 x xxx (2011 population) = \$xxx. The 2012 annualized rate shall be prorated to reflect the contract period for 2012 as defined in item #13 of this document (eg: March 1 through Dec 31 would be \$xxx).

2. The County shall retain all pet license fees as payment for providing licensing services.
3. This agreement will serve as an invoice. Payment is payable in December of 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. Except for document processing services specifically provided in this contract, the City shall be responsible for providing an appeal process. The City's appeal process shall be consistent with the county's appeal process. The City's responsibilities shall include the retention of an attorney to appear at the hearings and to defend the acts of the animal control officers, the City's municipal code, and the City. The City's responsibility shall continue throughout the life of each case and at every court level.
3. 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.

Portions of the Pierce County Code that do NOT need to be adopted or incorporated by reference:

1. The City may exclude PCC 6.03.020(I) declaring "operating a facility without a license" to be a misdemeanor if the contract does not include commercial kennel inspections/services.
2. The City may exclude references to Chapter 1.16 PCC which is Pierce County's civil infraction code and may instead include a reference to the city's own infraction code. However, the penalties for each animal control infraction in the City's code should be equivalent to the penalty amounts listed in the Pierce County Code. For example, a class 3 infraction under the Pierce County Code is roughly equivalent to a class 2 infraction under RCW 7.80.120.

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 X:

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