

Name & Return Address:

Pierce County Budget and Finance
Attn: Emily Darby
Merit #100

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) Interlocal Agreement
Grantor(s) City of Orting ____ Additional Names on Page ____ of Document
Grantee(s) Pierce County ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s)
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. _____ Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORTING AND PIERCE COUNTY
RELATING TO THE PROVISION OF ANIMAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into on the 1st day of November, 2016, by and between the City of Orting ("City"), and the Pierce County Auditor's Office and Pierce County Sheriff's Office together, (collectively, "County").

WHEREAS, the 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 services to other jurisdictions (cities and towns) within the boundaries of Pierce County; and

WHEREAS, the 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 beginning November 1, 2016, and to provide all materials, labor and facilities necessary to effectively provide said services. No additional material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Payment to the County by the City for the services set forth in Exhibit A rendered under this Agreement shall be set forth in Exhibit B.
3. No portion of this Agreement 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 laws of the State of Washington.

7. All real and personal property used or acquired in the performance of this agreement will remain within the exclusive custody and control of Pierce County and will be disposed of in accordance with the applicable laws. In the event of partial or complete termination of this agreement, any property acquired by Pierce County will remain with the County.
8. 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.
9. 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.
10. The City agrees to defend, indemnify and hold 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 therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, where such injury to persons or damage to property is due to the negligence of the City, its subcontractors, its successor or assigns, or its or their agent, servants, or employees. The County agrees to defend, indemnify and hold harmless the City, 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 City, its elected or appointed officers or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, where such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees. Where such claims, suits, or actions result from concurrent negligence of the City and County, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. It is further provided that no liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.
11. 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.
12. The County shall procure and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The types and limits of liability for each coverage shall be at least at the level as the City would normally require of an independent contractor.
13. 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.

14. This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
15. The term of this Agreement shall be November 1, 2016 through December 31, 2016. Thereafter, this Agreement shall automatically renew on January 1 of each calendar year, unless either party provides a six-month written notice of intent to terminate the Agreement.
16. Contacts for this contract are:

Primary & Emergency Contact for City	Primary & Emergency Contact for County
<p>City of Orting P.O. Box 482 Orting, WA 98360 Phone: (360) 893-2219 Fax: (360) 893-6809 Email: mbethune@cityoforting.org</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 – Orting	Contract Administrator - County
<p>Mark Bethune Phone: (360) 893-2219 ext. 115 Fax: (360) 893-6809 Email: mbethune@cityoforting.org</p>	<p>Mary Schmidtke Phone: 253.798.2583 Cell Phone: 253.948.6525 Fax: 253.798.3182 Email: mschmid@co.pierce.wa.us</p>
Other Contacts – Orting	Other Contacts – County
<p>Jane Montgomery, City Clerk Phone: (360) 893-2219 ext 133 Email: jmontgomery@cityoforting.org</p> <p>Code Enforcement (kennels, permits, zoning) Phone: (360) 893-2219 Email: lisenhart@cityoforting.org</p>	<p>Julie Anderson, Pierce County Auditor Phone: 253.798.3188 Email: janders7@co.pierce.wa.us</p> <p>Animal Services Dispatch and Support Phone: 253.798.2133 Email:</p>

<p>Hearing Examiner Phone: (253) 770-0116 Email: bettyh2929@aol.com</p> <p>Charlotte A. Archer, Kenyon Disend, PLLC City Attorney Phone: (425) 988-2204 Email: Charlotte@kenyondisend.com</p>	<p>Licensing (questions related to licensing processes) Casey Kaul Phone: 253.798.2135 Email: kcaul@co.pierce.wa.us</p> <p>Communication, Outreach, and Education Georgia Cookson Phone: 253.798.3189 Email: gcooks1@co.pierce.wa.us</p>
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PIERCE COUNTY
CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this 27th day of October, 2016.

CITY OF Orting:

PIERCE COUNTY:

Approved As to Legal Form Only:

Approved As to Legal Form Only:

[Signature]
City Attorney 9-28-16
Date

[Signature]
Prosecuting Attorney 10-26-16
Date

Recommended:

[Signature]
Budget and Finance 10/21/16
Date

Approved:

Approved:

[Signature]
Joachim Pestinger, Mayor 9-28-16
Date

[Signature]
Pierce County Auditor 10-19-16
Date

N/A
County Executive Date

See page 2, item #16 for contact information.

EXHIBIT "A"
Scope of Work

City Responsibilities:

The City shall:

1. Adopt current Pierce County Code Chapter 6 relating to animal enforcement and Pierce County Code Chapters 5.02, 5.04, and 5.24 prior to the effective date of this Agreement.
2. Provide the County with a copy of the City's proposed ordinance prior to adoption by the City. This is required to ensure that all necessary 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 police protection and services, as needed, to assist Pierce County Animal Control officers in the performance of the work specified in this agreement.
6. Provide and maintain current immediate emergency contact information for the City. Contact information at time of executing this contract is shown in the table in item #14 on pages 2 and 3 of this Agreement.
7. 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.
8. Be responsible for tag replacement for licensed animals through December 31, 2016.
9. Provide legal services as required by this contract.
9. Provide a hearing examiner to hear and decide animal control cases.
10. If any animals within the City limits have been declared dangerous or potentially dangerous, provide a copy of the case file to Pierce County Animal Control prior to the effective date of this agreement.

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County Responsibilities:

The County shall:

1. Respond to the following types of service requests:
 - 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 of injured animals at animal emergency clinic entities which provide such services through contract with Pierce County.
 - h) Impound of stray confined animals from residents as deemed appropriate.
 - i) Investigate ordinance complaints for leash law and barking.
 - j) Impound of owner-surrendered animals, as deemed appropriate.
 - k) Investigate dangerous and potentially dangerous animal claims which may include impounding animals and follow up compliance inspections.
2. Determine response priorities. In determining response priorities, several factors are taken into consideration such as public safety, animal safety, and available resources. Immediate threats to public safety will always take priority over any other type of call.
3. 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.
4. Meet on an annual basis with the City administrator or designee to discuss any issues relative to this Agreement and the provision of these services.
5. Provide animal-related licensing. The County will issue invoices to business / animal owners and will collect, keep, and receipt all revenue associated with these licenses. These licensing services include:
 - a) Animal pet Licenses.
 - b) Kennel and boarding facility licensing and related inspections.
 - c) Dangerous and Potentially-Dangerous Animal licensing and related inspections.
 - d) Animal-related business licensing (kennels, grooming parlors, etc.) and related inspections.
6. Provide legal services as required by this Agreement.

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City and County responsibilities regarding administrative hearings and court cases.

Civil infractions: Animal control civil infractions shall be filed in the Orting Municipal Court or contract 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 Orting.

Criminal misdemeanor cases: Criminal misdemeanor cases will be heard in the Orting Municipal Court or contract court. Criminal misdemeanor cases shall be referred to the Orting City Prosecutor, 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 Orting 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 retained by the City of Orting. The ACO's may 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 Orting during the course of the appeal.

Impound Hearings: Any appeals of the decision to impound an animal shall be heard by the Hearing Examiner retained by the City of Orting. ACO's may 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 Orting 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 Orting. Examples include tort claims and/or constitutional claims. Refer to paragraph 10 on page 2 regarding the duty to defend and duty to indemnify.

General: 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.

EXHIBIT "B"
Payment for Services

1. City shall reimburse the County on a cost of \$3.71 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 prior calendar year.

2016 Annualized Fee: Full year 2016 = \$3.71 * 7550 (based on 2015 population) for a total of \$28,010.50. The 2016 annualized rate shall be prorated to reflect the contract period for 2016 as defined in item #15 of this Agreement.

2. The annual fee excludes animal cruelty/neglect cases. As stated in Exhibit "A", the City shall be responsible for all such post-confiscation costs including shelter and veterinary care.
3. The County shall retain all license fees as payment for providing the following animal-related licensing services:
 - a. Pet licenses
 - b. Dangerous and Potentially Dangerous Animal licenses
 - c. Animal related businesses including Kennels, Catteries, Grooming Parlors, Pet Shops.
4. 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 #15 on pages 2 and 3 of this Agreement.
5. Aside from what is expressly provided in this Agreement, County is solely responsible for all expenses, fees, and charges that relate to the performance of this Agreement. The County shall have no claim against City for payment beyond what is provided for in this Agreement.

EXHIBIT "C"
Code Modifications

Animal Enforcement and Animal Services Code

1. The City shall adopt current Pierce County Code Chapter 6 relating to animal enforcement and Pierce County Code Chapters 5.02, 5.04, and 5.24 prior to the effective date of this Agreement.
2. 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.
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. Chapter 5.24 (Kennel Regulations) of the Pierce County Code requires a kennel license for any premises where six or more adult dogs and/or cats are kept. The City is responsible for reviewing its own zoning and animal codes and eliminating any conflict between the City's adopted version of Chapter 5.24 and the City's existing zoning and/or animal regulations.

Civil Infractions

5. PCC Chapter 6.03.010 classifies certain acts as civil infractions. The penalty amounts for these infractions are listed in PCC 1.16.120. The monetary penalties for animal control related civil infractions in the City's municipal code shall be identical to the amounts listed in PCC 1.16.120.
6. 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.

Disturbance & Nuisance Noise

7. The City's adopting ordinance shall provide that the City is also adopting those portions of PCC Chapters 8.72.090 "Public Disturbance Noises" and 8.72.100 "Public Nuisance Noise" that pertain to animals.

Prevention of Cruelty to Animals

8. 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

9. The County intends to periodically update and amend the Pierce County Code. The County shall provide the City with advance (no less than 30-days) notice of any proposed amendments to the provisions of the PCC identified in this Exhibit. The City shall be responsible for maintaining consistency between the City's animal control regulations and Pierce County animal control regulations.