SJC Agreement No. 13SH.006

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN THE TOWN OF FRIDAY HARBOR AND
SAN JAN COUNTY

THIS AGREEMENT is entered into by and between San Juan County, a political subdivision of the state of Washington (the “COUNTY”), and the Town of Friday Harbor, a municipal corporation in San Juan County, state of Washington (“the TOWN”) (collectively, “the Parties”).

A. The Parties entered into the Interlocal Agreement for Law Enforcement Services and Assistance for 2013, SJC Agreement No. 13SH.005 on January 29, 2013 (“Law Enforcement Services Agreement”), whereby the Parties contracted to have the COUNTY provide the law enforcement services to the TOWN; and

B. In the past the Parties agreed for the COUNTY to provide animal control services to the TOWN pursuant to amendments to Law Enforcement Services Agreements, which were adopted by Town Resolutions 1883 and 1925; and

C. The TOWN desires for the COUNTY to continue to provide certain animal control, prosecutorial and dog licensing services for the TOWN, on a long-term basis; and

D. The COUNTY has the staff and infrastructure to prosecute the TOWN’s ordinances regarding animal control and to manage the TOWN’s dog licensing and registration services as set forth in this Agreement; and

E. To maintain efficiencies in government services between the TOWN and the COUNTY, and lower administrative costs for the TOWN, the TOWN and the COUNTY desire to enter into this Agreement, as authorized by RCW Chapter 39.34.

AGREEMENT

NOW, THEREFORE, for the mutual consideration and covenants set forth herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the COUNTY Sheriff’s Office, Prosecuting Attorney’s Office, and Auditor’s Office to provide to the TOWN law enforcement, prosecutorial and administrative services to enforce and administer certain TOWN animal control ordinances set forth in Friday Harbor Municipal Code (FHMC) Chapters 6.04 and 6.05, as currently adopted and as amended from time to time during the term of this Agreement.

2. EFFECTIVE DATE; DURATION. This Agreement is effective from the date the Agreement is fully executed by both parties until December 31, 2015. This Agreement shall thereafter be automatically renewed in one (1) year increments unless written notice of non-renewal is served on the other party on or before December 15, for non-renewal the following year. The Agreement may be automatically renewed for no more than five (5) years unless re-executed and adopted by the Parties’ legislative bodies.
3. **AUTHORITY.** The TOWN confers its police authority on the COUNTY Sheriff, acting through the elected Sheriff and his deputies, while he is acting in good faith within the course and scope of his official duties and engaged in tasks under this Agreement, within the corporate limits of the TOWN. The TOWN confers its administrative and prosecutorial authority on the County Auditor and Prosecuting Attorney while they are acting in good faith within the course and scope of their duties and engaged in tasks under this Agreement, for matters occurring within the corporate limits of the TOWN.

4. **SCOPE OF SERVICES.** The Parties agree that the following services will be provided by the COUNTY:

   **A. Sheriff.**
   
   i. **Dangerous Dog Enforcement.** The Sheriff will act as the Town’s animal control officer and animal control authority as defined in FHMC 6.05.020 for the enforcement of the Town’s dangerous and potentially dangerous dog ordinances, set forth in FHMC Chapter 6.05. The Sheriff or his deputies shall use their independent discretion to perform all duties required under FHMC Chapter 6.05.
   
   ii. **Barking Dogs; Dogs At Large.** The Parties agree that other law enforcement services, such as responding to calls or complaints regarding barking dogs or dogs at large within the Town of Friday Harbor, are part of the Sheriff’s normal law enforcement duties under the Law Enforcement Services Agreement, with the understanding that such enforcement and response will be based on the Sheriff’s policies and priorities. The TOWN further authorizes the Sheriff, at his discretion, to act as the TOWN’s animal control officer for dogs at large and barking dogs pursuant to FHMC Chapter 6.04.

   **B. Prosecuting Attorney.** The Prosecuting Attorney agrees to prosecute violations and defend civil appeals to San Juan County District Court under the TOWN’s dangerous and potentially dangerous dog ordinances in FHMC Chapter 6.05. The COUNTY is not responsible for further civil appeals to Superior Court or other courts under this Agreement, which further appeals will be the sole responsibility of the TOWN. The Prosecuting Attorney will promptly notify the TOWN’s Attorney of any prosecutions or appeals undertaken by the Prosecuting Attorney’s Office on the TOWN’s behalf under this Agreement.

   **C. Auditor.** The Auditor agrees to provide the TOWN dog licensing services including the collection of fees and administration of registrations as follows:
   
   i. **Fees.** Collection and administration by the COUNTY Auditor’s Office of all fees collected pursuant to FHMC Chapters 6.04 and 6.05, including but not limited to licensing fees; registration fees and other costs or fees paid for potentially dangerous and dangerous dogs; and impound fees. In exchange for the valuable services provided to the TOWN under this paragraph, the Auditor’s Office will retain the fees collected under this paragraph. Monies received for licensing or other fees under this Agreement will be expended through the Auditor’s authorized budget.
ii. **Dog licenses and registration.** Registration of dogs and distribution of dog license tags pursuant to FHMC Chapters 6.04 and 6.05. The COUNTY will provide, as needed, San Juan County license tags under this Agreement. The Auditor’s Office agrees to register and distribute the license tags to dog owners who register their dogs pursuant to FHMC Chapter 6.04, and whose dogs reside within the corporate limits of the Town of Friday Harbor. At the time of application for a TOWN dog license tag, the Auditor’s Office agrees to register the name, address, and phone number of the dog owner, and such further information as is reasonably available at the time of registration to identify the dog, such as the dog’s approximate breed, size and color, and any other relevant information provided by the owner, such as a transfer of ownership or the deceased status of a dog.

5. **COMPENSATION.** The TOWN agrees to pay the COUNTY the amounts set forth below for each dog that the COUNTY determines must be declared a potentially dangerous or dangerous dog pursuant to Town Ordinance No. 1455:

- $200.00 for each declaration of potentially dangerous dog;
- $200.00 for each civil appeal of a declaration of potentially dangerous dog;
- $500.00 for each declaration of dangerous dog; and
- $500.00 for each civil appeal of a declaration of dangerous dog.

All monies received by the COUNTY pursuant to this Agreement, including monies collected from any fines charged and received under this Agreement, shall be deposited with the County Treasurer; the TOWN hereby relinquishes any rights to these monies. Monies received from the TOWN for declarations pursuant to Section 5 of this Agreement will be expended through the Sheriff’s authorized budget. Monies received for licensing or other fees under this Agreement will be expended through the Auditor’s authorized budget.

6. **ANNUAL REPORTS.** Within sixty (60) days of the conclusion of the COUNTY’S fiscal year, the COUNTY shall provide the TOWN with a report containing a list of the monies collected pursuant to this Agreement and the purpose for which those monies were collected. The annual report shall also include a roster of all potentially dangerous and dangerous dogs processed within the TOWN, if any, and any prosecutorial services. The roster will include a description of each potentially dangerous and dangerous dog, the owner’s contact information, and a photograph of the dog, if available.

7. **INDEPENDENT CONTRACTOR.** All law enforcement services required on the part of the COUNTY herein shall be rendered under the direction of the Sheriff. All prosecution services shall be rendered under the direction of the Prosecuting Attorney. All licensing and related administrative services shall be rendered under the direction of the Auditor. Such services shall be rendered as independent contractors to the Town. The COUNTY’s employees, officers and agents, including volunteers, shall remain under the COUNTY’s sole supervision, control, and insurance policies for all services performed under this Agreement. The TOWN’s employees, officers or agents shall remain under the TOWN’s sole supervision, control and insurance policies for all services implemented under this Agreement.
8. **APPLICABLE LAWS.** Within the TOWN’s corporate limits, the Friday Harbor Municipal Code shall apply. In the event that FHMC Chapters 6.04 and 6.05 are amended, the TOWN will supply a copy of the amendments to the COUNTY prior to the time the amendment is to be enforced. The laws of the State of Washington shall govern the enforcement and interpretation of this Agreement.

9. **BUDGET; FINANCE.** Each party to this Agreement shall maintain its separate budget(s) for all costs under this Agreement, which shall be financed at the sole discretion of the TOWN and the COUNTY, respectively. This Agreement creates no independent entity to jointly manage the work under this Agreement and authorizes no joint expenditure of funds for real or personal property, and no separate budget has been created for such shared expenses.

10. **INDEMNIFICATION; HOLD HARMLESS.**

A. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the TOWN from any liability or responsibility, which arises in whole or in part from the existence or effect of TOWN ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such TOWN ordinance, rule or regulation is at issue, the TOWN shall defend the same at its sole expense; and if judgment is entered or damages are awarded against the TOWN or the COUNTY, or both, and solely due to the existence or effect of TOWN ordinances, rules or regulations, the TOWN shall satisfy the same, including all chargeable costs and attorneys’ fees, except as otherwise set forth in this paragraph.

B. Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, and/or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the COUNTY and the TOWN, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.

C. The COUNTY shall also hold harmless and indemnify the TOWN against any and all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman’s compensation, social security and income tax laws, for the COUNTY and any employees or volunteers of the COUNTY acting within the course and scope of this Agreement.

11. **DISPUTE RESOLUTION.**

A. **Mediation.** The Parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.
B. Arbitration.
   i. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by agreement of the Parties. If the Parties cannot agree on an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.
   ii. Unless the Parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.
   iii. The Parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.
   iv. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

12. TERMINATION. Either party to this Agreement may terminate this Agreement without reason or cause by notifying the other party in writing at least ninety (90) days prior to the termination date. Upon the expiration or termination of this contract, the COUNTY shall retain the vehicles, equipment, and other property used to provide the services set out in this Agreement.

13. CODE AMENDMENTS. Prior to adopting amendments to FHMC Chapters 6.04 or 6.05, which amendments would affect the scope of services under this Agreement, the TOWN agrees to notify the COUNTY and give the COUNTY an opportunity to review and comment on such amendments. In the event the COUNTY is not able to implement the amendments as adopted by the Town Council, the amendments shall not become part of this Agreement.

13. NOTICES. Notices under this Agreement shall be served upon the Parties by mail at the following addresses:

   Town of Friday Harbor
   60 Second St. South
   Friday Harbor, WA 98250

   San Juan County
   San Juan County Sheriff
   PO Box 669
   Friday Harbor, WA 98250

14. SEVERABILITY. Should any provision of this Agreement be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

15. MODIFICATIONS. This Agreement may be superseded or modified by written agreement of both parties.
16. **TIME OF ESSENCE.** The Parties agree that time is of the essence in the performance of the provisions of this Agreement.

17. **NON-WAIVER.** The Parties agree that the forgiveness or the non-performance of any provision of this Agreement does not constitute a waiver of the Agreement's provisions.

18. **PRIOR AGREEMENTS.** This Agreement supersedes all prior agreements between the parties related to the subject of animal control, including but not limited to Amendment Nos. 1 and 2 to the Law Enforcement Services Agreement.

19. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the Parties.

Dated this 26th day of February, 2013.

**TOWN OF FRIDAY HARBOR**

Carrie Lacher, Mayor

**SAN JUAN COUNTY SHERIFF**

Robert Nou, Sheriff

**SAN JUAN COUNTY AUDITOR**

F. Milene Henley, Auditor

**SAN JUAN COUNTY PROSECUTING ATTORNEY**

Randall K. Gaylord, Prosecuting Attorney

APPROVED AS TO FORM ONLY

Adina Cunningham Date
Town Attorney
ATTEST: Clerk of the Council

Ingrid Gabriel, Clerk  2.26.2013

REVIEWED BY
INTERIM COUNTY MANAGER

Robert W. Jean  2/3/13

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

Jamie Stephens, Chair
District 6, Lopez/Shaw

Rich Peterson, Vice Chair
District 2, San Juan North

ABSENT

Bob Jarman, Member
District 1, San Juan South

Marc Forlenza, Member
District 3, Friday Harbor

Rick Hughes, Member
District 4, Orcas West/Waldron

Patty Miller, Member
District 5, Orcas East
RESOLUTION NO. 1933

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute an interlocal agreement for animal control services between the Town of Friday Harbor and San Juan County.

WHEREAS, the Town of Friday Harbor has a need to provide animal control officer services within the corporate limits of the Town of Friday Harbor; and

WHEREAS, in the past the Town adopted amendments to the Law Enforcement Agreement pursuant to Resolution Nos. 1883 and 1925 for the County Sheriff’s Office to provide animal control officer (ACO) services to the Town (“ACO Amendments”); and

WHEREAS, the County has the staff and infrastructure to prosecute the Town’s ordinances regarding animal control and to manage the Town’s dog licensing and registration services; and

WHEREAS, the Council has determined that contracting for said services is in the best interests of the Town of Friday Harbor; and

WHEREAS, the Town desires for the County to continue to provide certain animal control, prosecutorial and dog licensing services for the Town on a long term basis;

NOW, THEREFORE, be it resolved by the Council of the Town of Friday Harbor that the Mayor is hereby authorized and directed to execute said intergovernmental agreement animal control officer services for years 2013 through 2015.

ADOPTED this 7th day of February 2013.

TOWN OF FRIDAY HARBOR

Carrie Lacher, Mayor

SEAL of the
Town of Friday Harbor

ATTEST:

Amy E. Taylor, Town Clerk