

**ORDINANCE NO. 174
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON REPEALING ORDINANCE NUMBER 111 AND ORDINANCE NUMBER 28 OF THE LIBERTY LAKE MUNICIPAL CODE ENTITLED ANIMAL CONTROL REGULATIONS AND ADOPTING BY REFERENCE CHAPTERS 5.04 AND 5.12 OF THE SPOKANE COUNTY CODE AS THE ANIMAL CONTROL REGULATIONS FOR THE CITY OF LIBERTY LAKE.

WHEREAS, the City Council has determined that the regulation and licensing of animals within the city limits will protect human health and safety and to the greatest degree practicable prevent injury to property and cruelty to animals; and

WHEREAS, the City Council has determined that it is in the best interests of the City to adopt animal control regulations and licensing requirements set forth in Chapters 5.04 and 5.12 of the Spokane County Code as the Animal Control Regulations for the City of Liberty Lake;

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

Section 1. Repeal. Ordinance Number 28 of the City of Liberty Lake Municipal Code is hereby repealed in its entirety.

Section 2. Repeal. Ordinance Number 111 of the City of Liberty Lake Municipal Code is hereby repealed in its entirety.

Section 3. Animal Control Regulations. Pursuant to RCW 35.21.180, RCW 35A.21.160 and RCW 35A.21.140, the City adopts by reference Chapter 5.04 entitled "Cats and Dogs" and Chapter 5.12 entitled "Inherently Dangerous Mammals/Reptiles" of the Spokane County Code as now in effect and as subsequently amended as the Animal Control Regulations for the City, except any reference to Spokane County shall be construed to refer to the City of Liberty Lake.

Section 4. Copy to Be Available. One copy of Chapters 5.04 and 5.12 of the Spokane County Code shall be available in the office of the City Clerk for use, inspection and copying by the public.

Section 5. Offenses Related to Sanitation. There is hereby added to Chapter 5.04 the following:

An owner or a person in control of a dog or cat shall remove the fecal matter deposited by the dog or cat on developed public or private property before the owner leaves the immediate area where the fecal matter was deposited. The term "developed property" shall mean property areas that have been landscaped, paved (for street, trail or sidewalk purposes), made into lawns, swales, and play, recreation or sports areas. An owner of a duly licensed guide dog shall be exempt from this section.

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Section 6. Penalty. The penalty for a violation of section 5 shall be an infraction as set forth in the Spokane County Code Section 5.04.071.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of the Ordinance Summary.

PASSED by the City Council this 3rd day of February, 2009.

Wendy VanOrman
Mayor, Wendy VanOrman

ATTEST:

Cindy Smith

City Clerk, Cindy Smith

APPROVED AS TO FORM:

Sean Boutz
City Attorney, Sean Boutz

Date of Publication: 2-12-09

Effective Date: 2-17-09

CERTIFICATION

I, the undersigned City Clerk of the City of Liberty Lake, of Spokane County, Washington, HEREBY CERTIFY that the foregoing Ordinance is a full, true and correct copy of Ordinance No. 174 duly adopted at a regular meeting of the City Council of said City, duly and regularly held at the regular meeting placed thereof on February 3, 2009 of which meeting all members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council Member(s): Olander, Schuler, Jenkins, Owens, Crump, and Langford

NAYS, Council Member(s):

ABSENT, Council Member(s): Mayor Pro Tem Sayrs

ASTAINED, Council Member(s):

CITY OF LIBERTY LAKE

Cynthia Smith

CITY CLERK

5.04.010 Purpose.

It is the public policy of Spokane County to secure and maintain such levels of animal control within the unincorporated areas of Spokane County, and within any governmental entity or incorporated area under contract that have adopted provisions of this chapter, as will protect the general public's health and safety, and to the greatest degree practicable to prevent damage to property. To this end, it is the purpose of this chapter to provide a means of licensing dogs/cats and controlling errant dog/cat behavior so that it shall not become a public nuisance.

It is also the public policy of Spokane County to prevent the inhumane treatment of animals. Therefore, it is also the purpose of this chapter to provide for the humane use, care, and treatment of animals to the end that cruelty to such animals will be reduced or eliminated. (Res. 07-0971 Attachment B (part), 2007)

5.04.020 Definitions.

In construing provisions of this chapter, except where otherwise plainly declared or clearly apparent from the context, words used in this chapter shall be given their common and ordinary meaning and in addition, the following definitions shall apply:

"Abatement" means the termination of any violation by reasonable and lawful means determined by the animal control officer in order that a person or persons presumed to be the owner or keeper shall comply with this chapter.

"Animal" means any nonhuman mammal, bird, reptile, or amphibian.

"Animal control" or "Spokane County animal control" or "Spokane County regional animal protection service" (hereinafter referred to as "SCRAPS") all mean that department established by the board of county commissioners by resolution to administer and enforce the provisions of this chapter, Chapter 5.12 of the County Code, and Chapters 16.08, 16.52, and 16.54 RCW. Its department head shall be referred to hereinafter as the "animal control director," "animal protection director" or "Director." An "animal control officer" or "animal protection officer" is any person designated by the Director with a limited law enforcement commission and employed or appointed by the board of county commissioners of Spokane County for the purpose of administering or aiding in the enforcement of this chapter, Chapter 5.12 of the County Code, and Chapters 16.08, 16.52, and 16.54 RCW.

"Animal shelter" means a facility which is used to house or contain stray, homeless, abandoned, impounded or unwanted animals, and which is owned, operated or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals.

"At large" means a dog which is physically off the premises of the owner, handler, or keeper of the dog, and which is not secured by a leash which is under the control of the owner, handler, or the keeper not exceeding eight feet in length; provided, "at large" does not include dogs exhibited in dog shows, field trials, obedience training or trials, or the training of dogs therefore; or the use of a dog under the supervision of a person to hunt, to chase or tree predatory animals or game birds; or the use of a dog to control or protect livestock or property or in other agricultural activities; or a dog when otherwise safely and securely confined or completely controlled within or upon any vehicle; or under control in a designated off-leash area; or dogs used by law enforcement agencies.

"Cat" means a domesticated *Felis catus*, and includes both male and female cats.

"Commercial kennel" means a place where five or more dogs (over six months of age) and/or five or more cats (over six months of age), irrespective of duration, are boarded, bred, bought, sold, exhibited or trained for compensation, but not including a pet shop, animal shelter or veterinary clinic/hospital where boarding is incidental to treatment. If more than eight dogs (over six months of age) and/or ten cats (over six months of age) are kept then such establishment shall be deemed a "commercial kennel," regardless of whether the owner or keeper receives compensation.

"Dangerous dog" means any dog that: (a) inflicts severe injury on a human being without provocation on public or private property, (b) inflicts severe injury on or kills an animal without

provocation while the dog is off the owner's or keeper's property, or (c) has previously been found to be potentially dangerous, the owner or keeper having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or animals. If two or more dogs jointly engage in any conduct described in this subsection, thereby rendering proof of the individual dog that inflicted any particular injury difficult to ascertain, then regardless of the degree of participation by the individual dog(s), all such dogs shall be deemed dangerous dogs. A dog shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or was tormenting, abusing or assaulting the dog, or was committing or attempting to commit a crime.

"Day" means a calendar day unless otherwise described. In computing any period of time prescribed in this chapter, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday. Legal holidays are prescribed in RCW 1.13.050.

"Dog" means a domesticated *Canis familiaris*, bred in a great many varieties, including wolf hybrids.

"Euthanasia" means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death, or by a method that causes painless loss of consciousness, and death during such loss of consciousness.

"Exhibits vicious propensities" means:

(1) The infliction of a bite, or bites, on a human being or animal, either on public or private property; or

(2) Killing or severely injuring an animal while the dog or cat is off the owner's or keeper's property; provided, the above definition of vicious propensities shall not include those situations described in RCW 16.08.100(2) and (3).

"License year" means license expires twelve months from month of purchase.

"Microchip implant" means a passive electronic transponder that is injected into an animal, subcutaneously, by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip implant shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

"Off-leash area" means an area specifically designated in Section 5.04.045(a) in which an owner, handler, or keeper may allow or permit their dog to run at large subject to the rules and regulations in Section 5.04.045(b).

"Owner, handler or keeper" means any person, firm, corporation, organization or department possessing, harboring, keeping, having an interest in or having control or custody of an animal, regardless of whether the animal is licensed pursuant to the ordinance codified in this chapter.

"Pet shop" means legally permitted establishment where animals bred off the premises are offered for sale to the public.

"Potentially dangerous dog" means any dog that when unprovoked: (a) inflicts bites on a human or animal either on public or private property, or (b) chases or approaches a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, or (c) any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or animals.

"Premises" means the area of land surrounding a house, or dwelling unit or units, and actually or by legal construction forming an enclosure and to which the owner or keeper of a dog has legal and equitable right therein. "Premises" does not extend into areas of common ownership or use in the case of easements, trailers parks, apartment complexes, private communities, etc.

"Private kennel" means a place, other than an animal shelter, where five to eight dogs (over six months of age) and/or five to ten cats (over six months of age) are kept for personal or noncommercial purposes. If more than eight dogs (over six months of age) and/or ten cats (over six months of age) are kept at a private kennel, then such establishment shall be deemed a "commercial kennel," regardless of whether the owner or keeper receives compensation.

"Proof of vaccination" means a health or rabies certificate issued by a licensed veterinarian.

"Proper enclosure of a dangerous dog" means, while on the owner's or keeper's property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and bottom enclosure, and shall also provide protection from the elements for a dog.

"Senior rate" means the special discounted rate any dog/cat owner sixty-five years of age or older may request for the license of one spayed/neutered animal.

"Severe injury" means any physical injury which results in a broken bone, disfigurement, or laceration requiring suture(s) or surgery.

"Spokane County" means the unincorporated area of Spokane County, Washington and within any governmental entity or incorporated area under contract that have adopted provisions of this chapter.

"Trip fee," means the response fee an owner or keeper of an animal may be charged by SCRAPS when an animal is impounded. (Res. 07-0971 Attachment B (part), 2007)

5.04.030 Dog and cat license—Required.

(a) All dogs six months of age or older harbored, kept or maintained in the unincorporated areas of Spokane County and incorporated areas under contract that have adopted this chapter, shall be licensed. The annual license fee for each dog shall be twenty dollars for neutered/spayed dogs and forty dollars for nonspayed/nonneutered dogs. Four dollars of the above license fees shall be dedicated for the purposes identified in Section 5.04.170. A penalty of twenty dollars will be added to the above license fees for failure to timely obtain or renew a license as required by subsection (e) of this section. Senior rate, if applicable will reduce the above fee by five dollars on one neutered/spayed license. License may be obtained from and fees may be paid either to "county" or "private" licensing outlets as designated by the director. A service charge of two dollars in addition to the regularly set fees may be collected and retained by all "private" licensing outlets appointed by the director for each dog license issued. Upon payment of the license fee provided above, the licensing outlet shall deliver to the owner or keeper of such dog, a license and metallic tag for each dog licensed.

(b) All cats six months of age or older harbored, kept or maintained in the unincorporated areas of Spokane County and incorporated areas under contract that have adopted this chapter, shall be licensed. The annual license fee for each cat shall be fifteen dollars for spayed/neutered cats and twenty-five dollars for nonspayed/nonneutered cats. Four dollars of the above license fees shall be dedicated for the purposes identified in Section 5.04.170. A penalty of twenty dollars will be added to the above license fees for failure to timely obtain or renew a license as required by subsection (e) of this section. Senior rate, if applicable will reduce the above fee by five dollars on one neutered/spayed license. License fees may be paid to either "county" or "private" licensing outlets as designated by the director. A service charge of two dollars in addition to the regularly set fees may be collected and retained by all "private" licensing outlets appointed by the director for each cat license issued. Upon payment of the license fee provided above, the licensing outlet shall deliver to the owner or keeper of such cat, a license and metallic tag for each cat licensed.

(c) All licenses issued pursuant to this section shall be dated and numbered, and shall bear the name of Spokane County, the name and address of the owner and keeper of the dog or cat license, and a description of the dog or cat, including its color and sex. The metallic tag shall bear a serial number corresponding with the number of the license, and the county or part thereof for which it is issued. It shall be the duty of every owner or keeper of a dog or cat to keep a substantial collar on the animal and to keep firmly attached thereto the metallic tag for the current licensing year. There shall be a fee of two dollars for replacement of any lost license tag.

(d) Any person who shall for the reason of securing a dog or cat license falsely represent whether the dog or cat is spayed/neutered or nonspayed/nonneutered shall be guilty of a misdemeanor.

(e) Licenses must be renewed within twelve months of the date the previous license was issued. A new license must be purchased within thirty days after a dog or cat was first acquired, harbored, kept, maintained, or brought into the county by a person residing in Spokane County.

- (f) All fees and fines collected under the provisions of this chapter other than criminal fines and the portion of the license fees dedicated for the purposes identified in Section 5.04.170 shall be deposited in the county current expense fund.
- (g) The county shall honor the request by owner of a dog guide or trained service animal not to be charged a fee to license his or her dog guide or trained service animal.
- (h) The owner or keeper of any dog or cat shall provide SCRAPS upon request with proof that the dog or cat is currently licensed as provided by this chapter.
- (i) Any increase in current dog and cat licensing fees or penalties in this section shall become effective at 12.01 a.m. (Res. 07-0971 Attachment B (part), 2007)

5.04.031 Dog/cat to have current vaccination against rabies.

All dogs and cats six months of age or older shall be vaccinated against rabies. The owner or keeper of such dog/cat shall provide SCRAPS with proof that such dog/cat has been vaccinated against rabies as well as the expiration date of such vaccination. An owner or keeper who refuses to provide proof of such vaccination upon request by the director or his/her designee shall be deemed to have failed to provide such proof. (Res. 07-0971 Attachment B (part), 2007)

5.04.032 Declaration of dangerous dog—Administrative appeal hearing and appeal—Impounding of dog.

(a) When the director, or his/her designee, has sufficient information to determine that a dog is a dangerous dog as defined by Section 5.04.020, the director, or his/her designee, shall declare the dog a dangerous dog and shall notify the owner or keeper of the dog in writing, either in person or by regular and certified mail. Any notice or determination mailed pursuant to this section shall be deemed received by the party to which it is addressed on the third day after it is placed in the mail, as set forth by declaration of the sender. The notice shall contain the following information:

- (1) That the person receiving the notice is the owner or keeper of a dangerous dog as defined in Section 5.04.020;
 - (2) The breed, color, sex, and license number (if known) of the said dog;
 - (3) A copy of the records relied upon by the director, or his/her designee, which form the basis for declaring said dog to be a dangerous dog; these records may be supplemented with additional material as it becomes available;
 - (4) That to contest the declaration of dangerous dog the owner or keeper of the dog must request an administrative appeal hearing in writing on a form provided with the notice within fifteen days of the receipt of the notice;
 - (5) That if an administrative appeal hearing is requested, such hearing will be convened pursuant to subsection (b) of this section; that at the administrative appeal hearing, the records of the director, or his/her designee, and any supplementary material shall be admissible to prove the dog is a dangerous dog; that the owner or keeper of the dog may require the officer compiling the record to be present at the administrative appeal hearing; that the owner or keeper of the dog may present evidence and examine witnesses present; and that the burden shall be on the director, or his/her designee, to establish by a preponderance of the evidence that the dog is a dangerous dog;
 - (6) Any dog declared dangerous under this section or any comparable section by a duly authorized governmental animal control authority shall be immediately impounded until the owner registers the dog as dangerous in accordance with Section 5.04.035. The dog will be euthanized at the direction of the director or his/her designee unless the owner or keeper within fifteen days from the date the dog was declared dangerous registers the dog or appeals the determination. If the owner appeals the dangerous dog declaration the dog must be registered provisionally pursuant to Section 5.04.035 or it will be held at the shelter at the owner's expense pending the results of the appeal.
- (b) If the owner or keeper of the dog requests an administrative appeal hearing as provided in

subsection (a)(4) of this section the hearing shall be held before the board of Spokane County commissioners or its designee(s). The administrative appeal hearing shall be held within twenty days after the receipt of the request for an administrative appeal hearing, unless it is continued by the board or its designee based upon a showing of good cause. The director, or his/her designee, shall notify the owner or keeper of the date, time, and place for the administrative appeal hearing. The administrative appeal hearing shall be open to the public. In those instances where the board's designee acts as a hearing officer in conjunction with a dangerous dog administrative appeal hearing, the following procedures shall apply:

(1) All administrative appeal hearings before the hereinabove designee shall be recorded; all testimony shall be taken under oath and witnesses may be subpoenaed by the designee;

(2) The hearing officer shall render an oral recommendation at the conclusion of the administrative appeal hearing or within five business days. This time may be extended at the discretion of the hearing officer. The oral recommendation shall be reduced to writing and in accordance with subsection (d) of this section shall include findings of fact and conclusions of law, and shall be submitted to the board of county commissioners of Spokane County for action; a copy will be forwarded to the owner or keeper and to the director. Upon receipt by the clerk of the board of county commissioners of the written recommendation of the hearing officer, the clerk shall place the matter on its next regular meeting agenda for action. The owner or keeper of the dog shall be advised by the clerk of the board that the board will take formal action on the recommendation of the hearing officer at the time, date and place of the board of county commissioners' next regular meeting;

(3) At the time, date and place that the board of county commissioners considers the written recommendation of the hearing officer no additional testimony or evidence will be considered. The record before the board of county commissioners will include the electronic recording of the hearing before the hearing officer, any written documents, photographs, and other exhibits submitted to the hearing officer for consideration at the time of the hearing or after the hearing if requested by the hearing officer pursuant to subsection (b)(2) of this section, and the findings of fact, conclusions of law and recommendation of the hearing officer. The board of county commissioners may ask questions of the hearing officer for purpose of clarification; and

(4) The board of county commissioners may accept, reject, or modify the recommendation of the hearing officer. The board shall render its decision in writing.

(c) At the conclusion of the administrative appeal hearing as provided in subsection (b) of this section, the hearing officer shall have the authority to make a written recommendation to either affirm, reverse or modify the declaration by the director, or his/her designee, that the dog is dangerous. If the recommendation is to modify the declaration, the hearing officer may make a finding that the dog is potentially dangerous. If the hearing officer affirms the declaration and finds that the dog is dangerous, then the requirements under Section 5.04.035 shall be imposed upon the owner or keeper of the dangerous dog as a condition of continued ownership or keeping of the animal.

If the hearing officer modifies the declaration and finds that the dog is potentially dangerous, then the hearing officer may recommend that reasonable conditions be imposed upon the owner or keeper as a condition of continued ownership or keeping of the animal. Reasonable conditions may include but are not limited to the following:

(1) Erection of new or additional fencing to keep the dog within the confines of the owner's or keeper's property;

(2) Construction of a run consistent with the size of the dog within which the dog must be kept;

(3) Keeping the dog on a leash adequate to control the dog or securely fastened to a secure object when left unattended;

(4) Keeping the dog indoors at all times, except when on a leash adequate to control the dog and under the actual physical control of the owner or keeper or a competent person at least fifteen years of age;

(5) Keeping the dog muzzled in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal when outside a proper enclosure;

(6) Spaying/neutering of the dog; and

(7) Microchip implanting the dog for identification purposes.

The hearing officer(s) may, in his or her recommendation, determine the director or his/her designee is the authority to establish the appropriate requirements from the preceding list or to refine and clarify the aforementioned requirements to effectuate the purposes of this chapter.

(d) The owner or keeper of the dog shall be notified in writing by the hearing officer(s) within fifteen days of the administrative appeal hearing of his/her recommendation unless this time period has been extended pursuant to subsection (b)(2) of this section. In no event shall this time period be extended beyond thirty days from the date of the conclusion of the administrative appeal hearing unless good cause is shown. If the hearing officer(s) issues a finding of dangerous dog that is upheld by the board of county commissioners, the owner or keeper of the dog may appeal the board's decision as provided below. If the owner or keeper does not timely appeal the board's decision, he or she must either register the dog as a dangerous dog in accordance with Section 5.04.035 or the dog shall be confiscated as provided in RCW 16.08.100(1).

(e) An appeal of an order affirming the hearing officer(s) recommendation may be made in the manner provided under the general laws of the state. In the event the hearing officer(s) recommendation is affirmed on appeal and no further appeal is made, the owner or keeper of the dog must register the dog as a dangerous dog in accordance with Section 5.04.035 within fifteen days of notification of the decision or the dog will be euthanized at the direction of the director, or his/her designee.

(f) A finding that a dog is not a dangerous dog shall not prevent the director, or his/her designee, from seeking to have the dog declared a dangerous dog as the result of any subsequent action by the dog.

(g) In the event the director, or his/her designee, has sufficient information to determine a dog is dangerous and may pose a threat of serious harm to human beings or animals, the director, or his/her designee, shall seize and impound the dog pending notice, hearings, appeals and other determinations hereunder. The owner or keeper of the dog shall be liable to SCRAPS for the costs and expenses of keeping such dog, unless a finding is made that the dog is neither a dangerous dog nor a potentially dangerous dog.

(h) An owner or keeper of a dangerous dog who violates any conditions imposed under this section shall be guilty of a gross misdemeanor. An owner or keeper of a potentially dangerous dog who violates any conditions imposed under this section shall be guilty of a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.033 Determination of potentially dangerous dog—Notice, administrative review and appeal.

(a) When the director, or his/her designee, has sufficient information to determine that a dog is a potentially dangerous dog as defined in Section 5.04.020, a notice either in person or by regular mail, shall be provided to the owner or keeper of the dog. The notice shall contain the following information:

(1) That the person receiving the notice is the owner or keeper of a potentially dangerous dog as defined in Section 5.04.020;

(2) The breed, color, sex, and license number (if known) of said dog;

(3) The facts upon which the determination of potentially dangerous dog is based;

(4) That if there are future similar incidents with the dog, the dog could be declared a dangerous dog pursuant to Section 5.04.032, and required to be registered as provided in Section 5.04.035;

(5) That the owner or keeper must comply with restrictions set forth in the notice as a condition of continued ownership or keeping of the dog and that restrictions may include but are not limited to those which may be imposed on the owner or keeper of a potentially dangerous dog pursuant to Section 5.04.032(c);

(6) That the notice constitutes a final determination that the dog is a potentially dangerous dog, unless the owner or keeper of the dog requests an administrative review meeting in writing on a form provided with the notice within fifteen days of the receipt of the notice. For purposes of this section, if the notice is mailed, it shall be deemed received on the third day after the notice is placed in the mail; and

(7) That pursuant to subsection (c) of this section, a failure by the dog owner or keeper to request and attend an administrative review meeting with the animal control director or designee shall constitute a failure to exhaust all administrative remedies, and that such failure to exhaust all administrative remedies shall preclude any appeal of the administrative determination to the board of county commissioners or court.

(b) In the event the owner or keeper of a dog requests an administrative review meeting as provided in subsection (a)(6) of this subsection, the administrative review meeting shall be held within thirty days of the receipt of the request. The meeting date may be continued upon a showing of good cause. The director or his/her designee shall notify the owner or keeper of the date, time and place of the administrative review meeting, as well as the right to present evidence as to why the dog should not be found potentially dangerous. The administrative review meeting shall be held before the director or his/her designee. Administrative review meetings shall be informal, open to the public and, at the option of the director or his/her designee, may be held telephonically.

(c) Following an administrative review meeting, the director or his/her designee may affirm or reverse the initial determination that a dog is potentially dangerous. If a determination that a dog is potentially dangerous is upheld, the director or his/her designee may impose the same reasonable conditions as may be imposed on the owner or keeper of a potentially dangerous dog pursuant to Section 5.04.032(c).

(d) The director or his/her designee shall notify, in writing, the owner or keeper of the dog of his/her decision within ten days of the administrative review meeting. The decision of the director or his/her designee may be appealed in the same manner as provided in Section 5.04.032.

(e) The decision of the director or his/her designee is final unless appealed.

(f) An owner or keeper of a potentially dangerous dog who violates any of the conditions imposed under this section shall be guilty of a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.035 Registration of dangerous dogs—Requirements—Annual fee.

(a) The owner or keeper of a dangerous dog must obtain a certificate of registration for such animal from SCRAPS within fifteen days of declaration of dangerous dog or if appealed within fifteen days of the appeal decision as provided in Section 5.04.032. No dangerous dog shall be returned by SCRAPS to anyone prior to the issuance of a certificate of registration under this section. The certificate of registration shall be issued only if the owner or keeper of the dangerous dog presents sufficient proof of the following:

(1) A proper enclosure, approved by SCRAPS, to confine a dangerous dog and posting of the premises with a clearly visible sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog;

(2) A microchip implant injected for identifications purposes pursuant to Section 5.04.036;

(3) A muzzle and leash, approved by SCRAPS as to strength and fit, for the dangerous dog;

(4) A surety bond issued by a surety insurer qualified under Chapter 48.28 RCW in a form acceptable to the SCRAPS in the sum of at least two hundred fifty thousand dollars which provides for prior written notification to SCRAPS of cancellation or material change, payable to any person for personal injuries or property damage caused by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner or keeper's premises; or

A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least two hundred fifty thousand dollars with a maximum five hundred dollar deductible and which provides for prior written notification to SCRAPS of cancellation or material change, insuring the owner or keeper for any personal injuries and property damage inflicted by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner or keeper's premises; and

The owner or keeper of a dangerous dog shall furnish to SCRAPS a complete copy of the surety bond or certificate of insurance specified in this subsection and shall allow the county a reasonable time to review the bond or policy to determine whether the surety bond or certificate of insurance is sufficient, prior to issuing the certificate of registration;

(5) The dangerous dog must be spayed/neutered at the owner's expense to complete the registration. Any impounded dangerous dogs will be transported by SCRAPS to a veterinarian for spaying/neutering as part of the registration process; and

(6) In addition to the regular dog licensing fees set forth in Section 5.04.030, the owner or keeper of a dangerous dog shall pay an annual registration fee in the amount of one hundred dollars. The registration will be valid for twelve months.

(b) Notwithstanding the requirements set forth in subsection (a) of this section, the director may issue a provisional registration certificate where: (a) the dangerous dog declaration has been appealed, provided all conditions of this section have been met with the exception of subsection (a)(5) of this section requiring spay/neuter; or (b) the owner is relocating the dangerous dog outside of Spokane County and all conditions of this section have been met with the exception of subsection (a)(4) of this section requiring a surety bond or insurance policy. Any provisional permit issued pursuant to this subsection shall expire fifteen days following the appeal decision as provided in Section 5.04.032; any provisional permit issued pursuant to this subsection shall be valid for the sole purpose of immediate transport and relocation of the dog from the shelter to a location outside Spokane County.

(c) This section shall not apply to police dogs as defined in RCW 4.24.410.

(d) The owner or keeper of a dog declared a dangerous dog must notify SCRAPS in writing if the dog is deceased, is to be relocated or if there is a change in ownership. In the event of a change of ownership and/or relocation of the dangerous dog, the owner or keeper must provide SCRAPS with written notice ten days in advance of any change that includes the complete address and phone number of the new owner or keeper prior to the change of ownership and/or relocation of the dangerous dog. The owner or keeper of the dangerous dog must also notify any subsequent owner or keeper of the dog's designation as a dangerous dog. If change of ownership and/or relocation of the dangerous dog is within Spokane County, all conditions imposed under this section shall be in place for the new owner and at the new location prior to such change.

(e) Dogs deemed dangerous by other jurisdictions in the state of Washington will be subject to the same regulations as if they have been deemed dangerous in Spokane County. Any owner or keeper of a dog deemed dangerous by jurisdictions outside of the state of Washington relocating to Spokane County WA, shall present the dog to SCRAPS within thirty days of their arrival in Spokane County to be evaluated by the director or his/her designee on an individual basis to determine whether they meet the requirements of a dangerous dog, taking into account the criteria established by Section 5.04.020. Dogs meeting the requirements of a dangerous dog under this subsection must be registered as such, and are subject to all other restrictions imposed under this section.

(f) An owner or keeper of a dog previously deemed dangerous by SCRAPS or Spokane County and subsequently relocated outside Spokane County, must register the dog pursuant to subsection (a) of this section prior to bringing the dangerous dog into Spokane County; such dogs are prohibited from re-entering Spokane County without prior written consent from SCRAPS and/or full re-registration.

(g) Dangerous dog registration must be renewed every twelve months. A re-inspection of the facility is required prior to renewal. The owner or keeper shall also provide SCRAPS proof of surety bond or proper insurance certificate as specified in subsection (a) of this section prior to re-registration.

(h) An owner or keeper of a dog declared a dangerous dog shall be responsible for meeting and maintaining the requirements set forth in this section at all times. A violation of conditions imposed under this section is a gross misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.036 Dangerous dogs—Identification.

The owner or keeper of a dog determined to be dangerous, pursuant to Section 5.04.032 or 5.04.035(e), shall have the dog identified by a microchip implant. The microchip implant shall be injected in accordance with policy established by SCRAPS. A fee of twenty-five dollars for the cost

of microchipping shall be charged to the owner or keeper of a dangerous dog. (Res. 07-0971 Attachment B (part), 2007)

5.04.040 Unlawful use of license tags.

(a) It is unlawful for any owner to use any license tag on any dog or cat other than the one for which it was issued. If there is a change of ownership of a licensed dog or cat, the new owner must apply for and obtain a new license as required in this chapter.

(b) It is unlawful for any person to use the license tag for an unlawful purpose or to conceal the ownership of the dog or cat or remove the license tag provided for in this chapter from any dog or cat, with the intent to deprive the owner or keeper thereof.

(c) A willful violation of this section is a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.042 Commercial kennels.

(a) Commercial kennels located in Spokane County shall be licensed as required by this section. Commercial kennel licenses shall be for a twelve-month period and shall be renewed on or before the expiration of the twelve-month period. The fee for a commercial kennel license is one hundred fifty dollars, payable to SCRAPS. An additional fee of twenty-five dollars shall be assessed and payable if the license is not timely renewed; and, all renewal rights to existing license cease to exist ninety days after renewal date and continued operation of the kennel shall be deemed operation of an illegal kennel. SCRAPS shall mail a notice of renewal of license not less than thirty days prior to the expiration of said license. Individual licenses are not required for any animals legally maintained within a commercial kennel.

(b) Applications for commercial kennel licenses shall be made to SCRAPS. Each application shall be in writing, and signed and sworn to by the applicant. The application shall contain the following information:

(1) The name, home address, and telephone number of the applicant;

(2) The business name, business address, and telephone number of the proposed commercial kennel;

(3) A diagram to scale or approximately to scale showing the property and structures for which the license is sought;

(4) A diagram of the kennel facility;

(5) A description of the premises where the kennel will be operated, as well as a description of the magnitude and nature of the proposed business; and

(6) A written statement from the Spokane County building and planning division that the contemplated business complies with applicable zoning laws.

(c) SCRAPS may refuse issuance or renewal of a license, or revoke or suspend said license, upon finding after investigation or hearing it deems necessary that:

(1) The license fee has not been paid;

(2) The application does not satisfy the requirements of subsection (b) of this section;

(3) Upon the inspection by the director or his/her designee, the business does not meet the standards for a commercial kennel set forth in subsection (e) of this section;

(4) Such license was issued illegally, or by mistake or inadvertence, or was procured by fraud, misrepresentation, false or misleading statements, evasions or suppression of material facts, or that any of the material facts contained in the application are false;

(5) The licensee, or any agent of the licensee, in connection with the operation of the commercial kennel, has, within a two-year period:

(A) Been found guilty or committed of a violation of any provisions of this chapter, Chapter 5.12 of the Spokane County Code, or Chapters 16.08, 16.52, or 16.54 RCW; or

(B) Been found to have engaged in any other misconduct, or improper, fraudulent, or wrongful behavior relating to the operation of a commercial kennel;

(C) Violated any of the standards imposed for operation of a commercial kennel by subsection (e) of this section.

(6) Any servant, agent, employee or representative of the commercial kennel has been guilty of any act or omission while on the premises of the commercial kennel, where said act constitutes a criminal violation of this chapter, or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52, or 16.54 RCW; or has been to have engaged in any misconduct or improper, fraudulent or wrongful behavior relating to the operation of the commercial kennel if:

(A) The circumstances surrounding any of the foregoing acts or omissions are such as to establish that such act was knowingly allowed by any person sharing in profits of said business, or, if a corporation, any officer or director thereof, or of any person acting as a proprietor, manager, or person in charge of such business; or

(B) In any event, if two or more such acts or omissions have occurred on the premises within a two-year period.

(7) Failure to observe any of the standards set forth in subsection (e) of this section.

(d) Any applicant who has duly made application for a new commercial kennel or renewal of an existing license under the provisions of this section and has been denied such license, or any person holding a license which is revoked or suspended under the provisions of this section, may file a petition with the clerk of the board of county commissioners for an administrative appeal hearing; provided that such petition must be filed within fifteen days following notification of such denial, revocation or suspension. If the applicant's petition is on a current legally issued license, such denial, revocation or suspension shall be stayed upon the filing of such petition for administrative appeal with the clerk of the board pending final determination of the board of county commissioners as herein provided. In the event such petition is filed, the board of county commissioners may elect to use designee(s) as a hearing officer; in any event, a date, no less than ten days following the mailing of notice thereof shall be set for an administrative appeal hearing, of which all interested parties shall be notified. All evidence bearing on the questions of whether such denial, revocation or suspension is proper under the provisions of this section may be received at that administrative appeal hearing conducted by the board of county commissioners or its designee(s). If the board of county commissioners shall determine upon such administrative appeal hearing that such denial, suspension or revocation is not proper under the provisions of this chapter, they shall notify SCRAPS, which shall cause the license to be issued or reinstated forthwith. If the board of county commissioners determines upon such administrative appeal hearing that such license should be denied, suspended or revoked under the provisions of this section, they shall issue such order in writing. An appeal of such an order may be made in the superior court of Spokane County in the manner provided under the general laws of the state of Washington. In those instances where the board of county commissioners' designee acts as a hearing officer in conjunction with this section, the following procedures shall apply:

(1) All hearings before the hereinabove designee shall be recorded; all testimony shall be taken under oath and witnesses may be subpoenaed by the designee;

(2) The hearing officer shall render an oral recommendation at the conclusion of the hearing or within five business days. This time may be extended at the discretion of the hearing officer. The oral recommendation shall be reduced to writing and shall include findings of fact and conclusions of law, and shall be submitted to the board of county commissioners of Spokane County for action; a copy will be forwarded to the applicant and the director. Upon receipt by the clerk of the board of county commissioners of the written recommendation of the hearing officer, the clerk shall place the matter on its next regular meeting agenda for action. The applicant shall be advised by the clerk of the board that the board will take formal action on the recommendation of the hearing officer at the time, date and place of the board of county commissioners' next regular meeting;

(3) At the time, date and place that the board of county commissioners considers the written recommendation of the hearing officer no additional testimony or evidence will be considered. The record before the board of county commissioners will include the electronic recording of the hearing before the hearing officer, any written documents submitted to the hearing officer for consideration at the time of the hearing or after the hearing if requested by the hearing officer and the findings of fact conclusions of law and recommendation of the hearing officer. The board of county commissioners may ask questions of the hearing officer for purposes of clarification; and

(4) The board of county commissioners may accept, reject, or modify the recommendation of the

hearing officer. The board shall render its decision in writing.

(e) The following operation standards shall be observed in connection with a commercial kennel:

(1) All animals must have an adequate supply of drinking water, sanitary sleeping quarters, adequate shelter, medical attention, grooming and exercise areas appropriate to their size, breed characteristics and climate;

(2) All animals shall be supplied with sufficient good and wholesome food as often as the feeding habits of the respective animals require, but not less than, in the case of puppies or kittens under four months of age, three times every twenty-four hours; and in the case of adults, once every twenty-four hours;

(3) Food shall be stored in a fashion which prevents contamination or infestation;

(4) The facilities shall be maintained and operated in a healthful, sanitary manner, free from disease, infestation and foul odors;

(5) All animals and animal buildings or enclosures shall be maintained in a clean and sanitary condition. Housing facilities shall be structurally sound and shall be maintained in good repair, to protect the animals from injury, to contain the animals, and to restrict the entry of other animals. All reasonable precautions shall be taken to protect the public from the animals and the animals from the public;

(6) Sick animals shall be isolated from healthy ones in quarters adequately ventilated to prevent contamination of healthy animals;

(7) Animals shall be immunized from disease as is usual and customary for the animals' age and species;

(8) All animal rooms, cages, shipping containers, and runs shall be of sufficient size to provide adequate and proper accommodations and protection from the weather for the animals kept therein. If individual runs are utilized, the surface shall be cement, gravel, or shavings. At a minimum, sufficient space must be provided for every animal in an enclosure to separately and together, stand up, lie down, and turn around in a natural position;

(9) All animals shall be maintained so as to comply with Section 5.04.070(g).

(f) No commercial kennel license, or any renewal thereof, may be issued until the owner or operator thereof allows the director or his/her designee to inspect the premises of the license applicant. Such inspections shall be made during regular business hours. The purpose of such inspection shall be to determine if the commercial kennel does or can meet the standards set forth in subsection (e) of this section. The director, or his/her designee, may inspect the premises at any time to insure compliance with the provisions of this chapter.

(g) Any person owning or exercising control of an unlicensed commercial kennel is guilty of a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.043 Private kennels.

(a) Private kennels located in Spokane County shall be licensed as required by this section. Private kennel licenses shall be for a twelve-month period and shall be renewed on or before the expiration of the twelve-month period. The fee for a private kennel license is one hundred dollars, payable to SCRAPS. An additional fee of twenty-five dollars shall be assessed and payable if the license is not timely renewed; and, all renewal rights to existing license cease to exist ninety days after renewal date and continued operation of the kennel shall be deemed operation of an illegal kennel. SCRAPS shall mail a notice of renewal of license not less than thirty days prior to the expiration of said license. Individual licenses are not required for any animals legally maintained within a private kennel.

(b) Applications for private kennel licenses shall be made to SCRAPS. Each application shall be in writing, and signed and sworn to by the applicant. The application shall contain the following information:

(1) The name, home address, and telephone number of the applicant;

(2) A diagram to scale or approximately to scale showing the property and structures for which the license is sought;

(3) A diagram of the kennel facility;

(4) A description of the premises where the kennel will be operated, as well as a description of the magnitude and nature of the proposed private kennel, including the number and breed of dogs or cats to be housed there;

(5) A description of the uses to which the properties surrounding the proposed private kennel are devoted;

(6) A written statement from the Spokane County division of building and planning that the proposed private kennel complies with applicable zoning laws.

(c) SCRAPS may refuse issuance or renewal of a license, or revoke or suspend said license, upon finding after investigation or hearing it deems necessary that:

(1) The license fee has not been paid;

(2) The application does not satisfy the requirements of subsection (b) of this section;

(3) Such license was issued illegally, or by mistake or inadvertence, or was procured by fraud, misrepresentation, false or misleading statements, evasions or suppression of material facts, or that any of the material facts contained in the application are false;

(4) Operation of the kennel constitutes a public nuisance;

(5) The licensee, or any agent of the licensee, in connection with the operation of the private kennel, has, within a two-year period:

(A) Been found guilty or committed of a violation of any of the provisions of this chapter, Chapter 5.12 of the County Code, or Chapters 16.08, 16.52, or 16.54 Revised Code of Washington,

(B) Violated any of the standards imposed for operation of private kennels by subsection (d) hereof, or

(C) Kept more than the number of dogs or cats allowed by subsection (e) hereof.

(d) The following operation standards shall be observed in connection with a private kennel:

(1) The animals must have an adequate supply of drinking water, sanitary sleeping quarters, and adequate shelter, medical attention, grooming and exercise areas appropriate to their size, breed characteristics and climate;

(2) All animals shall be supplied with sufficient good and wholesome food as often as the feeding habits of the respective animals require, but not less than, in the case of puppies or kittens under four months of age, three times every twenty-four hours; and in the case of adults, once every twenty-four hours;

(3) All animals and animal buildings or enclosures shall be maintained in a clean and sanitary condition. Housing facilities shall be structurally sound and shall be maintained in good repair, to protect the animals from injury, to contain the animals, and to restrict the entry of other animals. All reasonable precautions shall be taken to protect the public from the animals and the animals from the public;

(4) Sick animals shall be isolated from healthy ones in quarters adequately ventilated to prevent contamination of healthy animals;

(5) Animals shall be immunized from disease as is usual and customary for the animals' age and species;

(6) All animal rooms, cages, shipping containers, and runs shall be of sufficient size to provide adequate and proper accommodations and protection from the weather for the animals kept therein. If individual runs are utilized, the surface shall be cement, gravel, or shavings. At a minimum, sufficient space must be provided for every animal in an enclosure to separately and together, stand up, lie down, and turn around in a natural position; and

(7) All animals shall be maintained so as to comply with Section 5.04.070(g).

(e) No private kennel shall have more than eight dogs and/or ten cats over six months of age without the consent of SCRAPS.

(f) No private kennel license, or any renewal thereof may be issued until the owner or operator allows, the director, or his/her designee, to inspect the premises of the license applicant at a mutually convenient time. The purpose of such inspection shall be to determine if the private kennel does or can meet the standards set forth in subsection (d) of this section. Any license or renewal thereof shall be conditioned on the owner/operator allowing the director or his/her designee to inspect the premises at any time to insure compliance with the provisions of this ordinance.

(g) Any person owning or exercising control of an unlicensed private kennel is guilty of a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.044 Prohibited sales—Rules and regulations.

(a) No person shall display, sell, deliver, offer for sale, barter, auction, give away, dispose, or advertise the availability of an animal upon any public property or upon private property open to the public.

(b) For purposes of this section, public property shall include but not be limited to any county-owned real property, air space, or other interest in real estate, including streets, roads, alleys or other public rights-of-way, owned by or controlled by Spokane County or any governmental entity within the unincorporated areas or incorporated areas under contract that have adopted this chapter.

(c) For purposes of this section, "private property open to the public" shall include but not be limited to any parking lot, sidewalk, and empty lot.

(d) This section shall not apply to the sale of an animal that occurs:

(1) On private property not open to the public;

(2) At legally permitted pet shops and kennels;

(3) At or through any humane society, animal welfare society, society for the prevention of cruelty to animals or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals and approved by the director.

(e) Nothing in this section shall permit the sale or harboring of an inherently dangerous animal within the county prohibited pursuant to SCC 5.12. (Res. 07-0971 Attachment B (part), 2007)

5.04.045 Designated off-leash area(s)—Rules and regulations.

Except as expressly allowed in this section, it is unlawful for any person to allow or permit their dog to run at large.

(a) Dogs may be allowed to run at large only in the following designated off-leash areas:

(1) Designated off-leash area within Gateway Park, located off Interstate 90 in Spokane County adjacent to the Idaho/Washington border;

(b) An area designated as off-leash area in this subsection, is governed by the following rules and regulations:

(1) Any person bringing a dog into the off-leash area remains liable for damage or injury inflicted by the dog and is subject to all applicable Washington State and Spokane County laws regulating dogs.

(2) Any dog deemed potentially dangerous or dangerous by any recognized animal control authority is not allowed in an off-leash area.

(3) Any person bringing a dog into an off-leash area must maintain control of the dog(s) at all times.

(4) No handler is allowed to have more than three dogs in an off-leash area at any one time. A handler must attend his/her dog within an off-leash area at all times.

(5) Any dog exhibiting dangerous or aggressive behavior, including but not limited to biting and fighting is prohibited from an off-leash area.

(6) A female dog in heat is not allowed in an off-leash area.

(7) Any person bringing a dog to an off-leash area must leash the dog when it is outside the off-leash area; and, must carry a leash for each dog while inside the off-leash area.

(8) Pinch and choke collars are not allowed when a dog is off leash in the off-leash area.

(9) A dog must be vaccinated.

(10) Any person bringing a dog into an off-leash area must clean up feces after the dog, deposit feces in the containers at the off-leash site, and visibly carry equipment for removing feces.

(11) Any children less than sixteen years of age in the off-leash area must be accompanied by a parent or guardian.

(12) No glass containers or alcohol allowed in an off leash area.

(13) Bicycles, skateboards, and other wheeled items are prohibited inside an off-leash area. (Res. 07-0971 Attachment B (part), 2007)

5.04.050 Enforcement power.

(a) The director or his/her designee are authorized to take such lawful action as may be required to enforce the provisions of this chapter and Chapter 5.12 of the Spokane County Code and Chapters 16.08, 16.52 and 16.54 of the Revised Code of Washington. (b) The director or his/her designee, unless authorized by the owner or person entitled to possession thereof, shall not enter private dwellings which are not licensed as either commercial or private kennels unless a proper warrant has been issued upon a showing that the director or his/her designee has reasonable cause to believe that there is a violation of this chapter or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52 or 16.54, Revised Code of Washington. The director or his/her designee, while pursuing any dog observed by the officer to be in violation of this chapter, or during investigation for unlicensed dogs, may enter upon any public or private property, except any private dwellings which are not licensed as either commercial or private kennels, for the purpose of abating the dog violation being investigated.

(c) No person shall deny, prevent, obstruct or attempt to deny, prevent or obstruct the director or his/her designee from pursuing any animal observed to be in violation of this chapter or Chapter 5.12 of the Spokane County Code and Chapters 16.08, 16.52 or 16.54 of the Revised Code of Washington. No person shall fail or neglect, after a proper warrant has been presented, to properly permit the director or his/her designee to enter private property or private dwelling homes to perform any duty imposed by this chapter or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52 or 16.54 of the Revised Code of Washington. (Res. 07-0971 Attachment B (part), 2007)

5.04.060 Impounding of dogs—Notice of owner or keeper—Redemption—Fee.

(a) The director or his/her designee may impound any dog(s) doing any of the acts prohibited by Spokane County Code, or determined to be in danger of being subjected to cruel treatment as defined by this chapter and/or Chapter 16.52 RCW or when the dog is found to be sick, injured or dead.

(b) The director or his/her designee upon impounding of a dog shall record the breed, color, and sex, whether or not it is wearing a current license tag. If currently licensed, the director or his/her designee shall also record the name and address of the owner or keeper and the number of the license tag. If the dog is not returned to its owner or keeper, the director or his/her designee shall notify the owner or keeper either by mail or telephone or personal notice that the dog has been impounded and where it may be redeemed. Any currently licensed dog impounded pursuant to this chapter shall be held for the owner or keeper for at least one hundred twenty hours from the time of impoundment. Any unlicensed dog shall be held for the owner or keeper at least seventy-two hours from the time of impoundment.

(c) Any dog not redeemed after the expiration of the holding period as provided in subsection (b) of this section may be adopted out or humanely euthanized. All adoptions shall be pursuant Section 5.04.064.

(d) Notwithstanding the holding periods referenced in subsection (b) of this section, the director or his/her designee may, in the exercise of their discretion and in accordance with policy established by SCRAPS, authorize any unlicensed impounded dog be humanely euthanized if it is determined the animal is: (a) feral and/or dangerous to the safety of humans or other animals, or (b) suffering from serious injury or disease.

(e) Any dog impounded pursuant to this section may be redeemed upon payment of all redemption fees as provided in Section 5.04.110. In addition, any unlicensed dog must be licensed at the time of redemption.

(f) Any dog running at large during rabies quarantine shall be immediately impounded by SCRAPS and kept at the animal shelter for the remainder of the quarantine at the owner's or keeper's expense. (Res. 07-0971 Attachment B (part), 2007)

5.04.064 Release for adoption.

(a) The director may, in his or her sole discretion, decline to release an animal for adoption under any circumstances including but not limited to:

- (1) The prospective adoptive owner has a history of violations of this chapter or has been convicted of an animal-related crime;
- (2) The prospective adoptive owner has inadequate or inappropriate facilities for confining the animal and for providing proper care to the animal as required by this chapter, Chapter 5.12 of the County Code, and the Revised Code of Washington Title 16.
- (3) The existence of other circumstances which, in the opinion of the director, would endanger the welfare of the animal or the health, safety and welfare of the people residing in the county; or
- (4) The animal is classified as a dangerous dog or a potentially dangerous dog.

(b) Any adoption shall be subject to the following:

- (1) The adoptive owner shall agree in writing to furnish proper care to the animal in accordance with this chapter, Chapter 5.12 of the County Code, and the Revised Code of Washington Title 16;
- (2) Payment of required fees under this chapter; and
- (3) All animals must be spayed/neutered as set forth in Section 5.04.065.

(c) Notwithstanding the requirements set forth in subsections (a) and (b) of this section, the director may release an animal to an approved animal shelter or rescue/adoption agency which has agreed in writing to abide by the constraints of this section in the placement of rescue animals. (Res. 07-0971 Attachment B (part), 2007)

5.04.065 Adoption of animal—Agreement to spay or neuter—Sterility fee— Forfeiture of animal—Animal care and protection reserve funds account.

(a) Any dog or cat adopted from SCRAPS shall, at the direction of SCRAPS be spayed or neutered prior to adoption unless the director or his/her designee determines in the exercise of his/her discretion that the sterilization procedure should be postponed, for a maximum of ninety days, due to the animal's age, health or other appropriate factors.

(b) At the time of adoption of any dog or cat from SCRAPS, a thirty-five dollar sterility fee for dogs and a twenty-five dollar sterility fee for cats will be charged in addition to other fees enumerated in Section 5.04.030.

(c) The sterility fee collected by SCRAPS from the adoption of any dog or cat will be deposited into the animal care and protection reserve funds account of Spokane County and restricted for use to reimburse veterinarians for the spay/neuter of adopted dogs and cats; and, if excess funds are available, at the discretion of the director, for treatment and care of injured or sick animals impounded by SCRAPS and projects/programs that may benefit the people and animals in the community.

(d) All persons adopting animals from SCRAPS which have not been sterilized will be provided with a sterility voucher which will contain space for the signature of a licensed veterinarian who performs the spaying or neutering of the animal. In addition, the person adopting will be provided a list of licensed veterinarians participating in the SCRAPS neutering program. In order for the person adopting to have his or her new pet spayed or neutered for no charge, the person must have their pet sterilized within ninety days of purchase by a participating veterinarian. The sterility voucher shall be presented to the participating veterinarian, who shall sign and date it and return it to SCRAPS for reimbursement. If the person adopting decides to use a veterinarian who does not participate in the SCRAPS neutering program, they will be responsible for all fees charged by the nonparticipating veterinarian. Whether a participating or nonparticipating veterinarian is used, the pet must be sterilized within ninety days of purchase.

(e) The person adopting an animal shall be responsible for providing proof that the animal has been spayed or neutered to SCRAPS within ninety days of adoption. Proof shall consist of the completed sterility voucher from a veterinarian participating in the SCRAPS neutering program; or where the animal has been spayed or neutered by a nonparticipating veterinarian, the proof shall

consist of a written statement from the veterinarian or clinic which spayed or neutered the animal, indicating the date the animal was spayed or neutered.

(f) Upon return of the signed and dated sterility voucher by a licensed participating veterinarian to SCRAPS, the director or his/her designee will cause the issuance of a check or warrant to the veterinarian in accordance with the then scheduled reimbursement rate.

(g) Any person adopting an animal who fails to provide proof the animal adopted has been spayed or neutered shall surrender the animal to SCRAPS.

(h) SCRAPS shall maintain a neutering program revolving account which will constitute a checking account set up under the control of the SCRAPS director to facilitate payment to participating veterinarians after required proof of spaying/neutering or other qualified veterinarian services has been submitted. Veterinarians may also be reimbursed through the county voucher payment system.

(i) The neutering program revolving account shall be balanced and reimbursed by county warrant at least monthly; reimbursement vouchers shall have sterility voucher or other qualified veterinarian service receipts attached. The receipts will be charged to the animal care and protection reserve funds account of Spokane County. (Res. 07-0971 Attachment B (part), 2007)

5.04.066 Impounding of cats—Notice to owner or keeper—Redemption.

(a) The director or his/her designee may impound any cat(s) doing any of the acts prohibited by Spokane County Code, if the cat is in danger of being subjected to cruel treatment as defined by this chapter and/or Chapter 16.52 RCW or when the cat is found to be sick, injured, or dead.

(b) The director or his/her designee upon the impounding of a cat shall record the breed, color and sex of the cat, and whether or not the cat is wearing a current license tag. If currently licensed, the director or his/her designee shall the name and address of the owner or keeper and number of the license tag. If the cat is not returned to its licensed owner or keeper, the director or his/her designee shall notify the cat's owner or keeper either by mail, or telephone, or personal notice that the cat has been impounded and where it may be redeemed. Any currently licensed cat impounded pursuant to this chapter shall be held for the owner or keeper for at least one hundred twenty hours from the time of impoundment. The length of time an unlicensed cat is to be held depends on the temperament of the animal, if the animal is sick or injured, the space available in the animal shelter, and whether placement through adoption is available.

(c) Any cat(s) not redeemed after the expiration of the holding period may be adopted out or humanely euthanized. All cats adopted out shall be pursuant to Section 5.04.064.

(d) Notwithstanding the holding periods referenced in subsection (b) of this section, the director or his/her designee may, in the exercise of their discretion and in accordance with policy established by SCRAPS, authorize any impounded cat be humanely euthanized if they determine the animal is: (a) feral and/or dangerous to the safety of humans or other animals, (b) suffering from serious injury or disease, or (c) the designated shelter area for cats is at capacity.

(e) Any cat impounded pursuant to this section may be redeemed by the owner or keeper upon payment of all redemption fees as provided in Section 5.04.110. In addition, any unlicensed cats must be licensed at the time of redemption.

(f) Any cat running at large during rabies quarantine shall be immediately impounded by SCRAPS and kept at the animal shelter for the remainder of the quarantine at the owner's or keeper's expense. (Res. 07-0971 Attachment B (part), 2007)

5.04.067 Control of cats.

The following cat control regulations are police regulations designed to protect public health and safety. The owner or keeper of a cat is strictly liable to control his/her cat or cats as required herein. This means that the penalty for violation of these regulations is imposed without regard to any wrongful intention of the violator. It is unlawful for the owner or keeper of a cat or cats to

violate any of the following regulations. The owner or keeper of a cat or cats shall prevent said cats from:

- (a) Being accessible to other cats, while in heat, for purposes other than controlled or planned breeding;
- (b) Running at large when the cat has not been neutered or spayed, and the cat is six months of age or older;
- (c) Being kept, harbored or maintained and known to have a contagious disease unless under the treatment of a licensed veterinarian, and appropriately isolated to protect the public and other animals;
- (d) Being on private property without the permission of the property owner or the person entitled to possession of the property;
- (e) Exhibiting vicious propensities; and
- (f) Entering any place where food is stored, prepared, served or sold to the public or any public building or hall; provided, that this section shall not apply to any trained service cat; to veterinarian offices or hospitals; or to exhibitions or organized cat shows. (Res. 07-0971 Attachment B (part), 2007)

5.04.070 Control of dogs.

The following dog control regulations are police regulations designed to protect public health and safety. The owner or keeper of a dog is strictly liable to control his or her dog or dogs as required herein. This means that the penalty for violation of these regulations is imposed without regard to any wrongful intention of the violator. It is unlawful for the owner or keeper of a dog or dogs to violate any of the following regulations. The owner or keeper of a dog or dogs shall prevent said dogs from:

- (a) Running at large in Spokane County, whether licensed or not; provided, that this subsection shall not: (1) prohibit a person from walking or exercising a dog in public when such dog is on a leash, tether or chain not to exceed eight feet in length; and (2) prohibit a person from having a dog off-leash in an area designated pursuant to Section 5.04.045(a) as an off-leash area provided that the requirements of Section 5.04.045(b) are met;
- (b) Entering any place where food is stored, prepared, served or sold to the public or any public building or hall; provided, that this subsection shall not apply to any dog guide or trained service animal; to veterinarian offices or hospitals; or to dog exhibitions or organized dog training classes or to dogs used by armored car services or law enforcement agencies;
- (c) Being accessible to other animals, while in heat, for purposes other than controlled or planned breeding;
- (d) Chasing, running after or jumping at vehicles using public streets and alleys;
- (e) Snapping, growling, snarling, barking in a threatening manner, jumping upon, chasing or otherwise threatening persons or animals;
- (f) Exhibiting vicious propensities;
- (g) Howling, yelling, whining or barking or making other oral noises in such a manner as to disturb any person or groups of persons to an unreasonable degree;
- (h) Being kept, harbored or maintained and known to have a contagious disease unless under the treatment of a licensed veterinarian and appropriately isolated to protect the public and other animals;
- (i) Running in packs; provided, for the purpose of this section "packs" means dogs in groups of three or more;
- (j) Running at large when the dog has not been neutered or spayed, and the dog is six months of age or older;
- (k) A dog declared a potentially dangerous shall not be at running at large or off the owner or keeper's property, unless it is on a leash and under physical restraint of a responsible person;
- (l) A dog declared a dangerous dog shall not be running at large or outside a proper enclosure, unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury

to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal. (Res. 07-0971 Attachment B (part), 2007)

5.04.071 Violations as infractions—Exceptions.

Failure to perform any act required by this chapter or the performance of any act prohibited by this chapter is designated as an infraction and may not be classified as a criminal offense, except the following violations shall be classified as:

(a) Misdemeanors.

- (1) Section 5.04.030(d) falsely representing dog or cat as spayed/neutered or nonspayed/nonneutered;
- (2) Sections 5.04.032(c) and 5.04.033(g), failure to abide by conditions imposed on potentially dangerous dogs;
- (3) Section 5.04.040, theft or misuse of license tags;
- (4) Section 5.04.042(g), operating an unlicensed commercial kennel;
- (5) Section 5.04.043(g), operating an unlicensed private kennel;
- (6) Section 5.04.045(b)(5), allowing a dog to exhibit dangerous or aggressive behavior in a designated off-leash area;
- (7) Section 5.04.045(b)(6), allowing a female dog in heat in a designated off-leash area;
- (8) Section 5.04.067(e), cats exhibiting vicious propensities which constitute a danger to persons or domestic animals;
- (9) Section 5.04.070(f), dogs exhibiting vicious propensities which constitute a danger to persons or animals;
- (10) Section 5.04.070(k), potentially dangerous dog at large;
- (11) Section 5.04.079(a), failure to sign a promise to appear;
- (12) Section 5.04.0791, failure to identify—person receiving notice;
- (13) Section 5.04.0792, failure to obey an officer;
- (14) Section 5.04.120(c), interference with lawful euthanasia;
- (15) Section 5.04.150, failure to report striking domestic animal with motor vehicle;
- (16) Section 5.04.160, failure to report animal bites; and
- (17) The third or subsequent violation of any provision constituting an infraction of this chapter within a twelve-month period. For purposes of this subsection, a third or subsequent violation within a twelve-month period is determined according to the date of the offense for which an infraction, citation or complaint has been issued, regardless of whether the court has deemed the violation to have been committed, provided, that a finding by the court that the prior infraction was not committed shall render the prior violation not countable toward the third or subsequent violation;

(b) Gross Misdemeanors.

- (1) Section 5.04.035, failure to comply with dangerous dog registration and ownership requirements;
 - (2) Section 5.04.045(b)(2), prohibited dog in dog park; and
 - (3) Section 5.04.070(l), dangerous dog at large.
- (Res. 07-0971 Attachment B (part), 2007)

5.04.072 Notice of infraction—Issuance.

(a) The director and animal protection officer shall be specially commissioned by the county sheriff to issue a notice of infraction if committed in their presence or if after investigation they have reasonable cause to believe that the owner or keeper of an animal has committed an infraction.

(b) The court may issue a notice of infraction upon receipt of a written statement of the director or his/her designee that there is reasonable cause to believe that an infraction was committed. (Res. 07-0971 Attachment B (part), 2007)

5.04.073 Notice of infraction—Determination final unless contested—Form.

- (a) A notice of infraction represents a determination that an infraction has been committed. The determination will be final unless contested as provided in this chapter.
- (b) The notice of infraction shall include the following:
- (1) A statement that the notice represents a determination that an infraction has been committed by the person named in the notice and that the determination shall be final unless contested as provided in this chapter;
 - (2) A statement that an infraction is a noncriminal offense for which imprisonment may not be imposed as a sanction;
 - (3) A statement of the specific infraction for which the notice was issued;
 - (4) A statement of the monetary penalty established for the infraction;
 - (5) A statement of the options provided in this chapter for responding to the notice and the procedures necessary to exercise these options;
 - (6) A statement that at any hearing to contest the determination, the county has the burden of proving, by a preponderance of the evidence, that the infraction was committed; and that the person may subpoena witnesses including the officer who issued the notice of infraction;
 - (7) A statement that at any hearing requested for the purpose of explaining mitigating circumstances surrounding the commission of the infraction, the person will be deemed to have committed the infraction and may not subpoena witnesses;
 - (8) A statement that the person must respond to the notice as provided in this chapter within fifteen days;
 - (9) A statement which the person shall sign that the person promises to respond to the notice of infraction in one of the ways provided in this chapter; and
 - (10) A statement that failure to respond to the notice of infraction or a failure to appear at a hearing requested for the purpose of contesting the determination or for the purpose of explaining mitigating circumstances will result in a default judgment against the person in the amount of the penalty. (Res. 07-0971 Attachment B (part), 2007)

5.04.074 Response to notice of infraction—Contesting determination—Hearing—Failure to respond or appear.

- (a) Any person who receives a notice of infraction shall respond to such notice as provided in this section within fifteen days of the date of the notice.
- (b) If the person determined to have committed the infraction does not contest the determination, the person shall respond by completing the appropriate portion of the notice of infraction and submitting it, either by mail or in person, to the court specified on the notice. A check or money order in the amount of the penalty prescribed for the infraction must be submitted with the response. When a response which does not contest the determination is received, an appropriate order shall be entered in the court's records.
- (c) If the person determined to have committed the infraction wishes to contest the determination, the person shall respond by completing the portion of the notice of infraction requesting a hearing and submitting it, either by mail or in person, to the court specified on the notice. The court shall notify the person in writing of the time, place and date of the hearing, and that date shall not be sooner than seven days from the date of the notice, except by agreement.
- (d) If the person determined to have committed the infraction does not contest the determination but wishes to explain mitigating circumstances surrounding the infraction, the person shall respond by completing the portion of the notice of infraction requesting a hearing for that purpose and submitting it, either by mail or in person, to the court specified on the notice. The court shall notify the person in writing of the time, place and date of the hearing.
- (e) The court shall enter a default judgment assessing the monetary penalty prescribed for the infraction and may notify the prosecuting attorney of the failure to respond to the notice of civil infraction or to appear at a requested hearing if any person issued a notice of infraction:
- (1) Fails to respond to the notice of infraction as provided in subsection (a) or (b) of this section; or

(e) Fails to appear at a hearing requested pursuant to subsection (c) or (d) of this section. (Res. 07-0971 Attachment B (part), 2007)

5.04.075 Hearings—Infraction—Rules of procedure—Counsel.

- (a) Procedures for the conduct of all infraction hearings provided for in this chapter shall be in accordance with the Infraction Rules for Courts of Limited Jurisdiction.
- (b) Any person subject to proceedings under this chapter may be represented by counsel. (Res. 07-0971 Attachment B (part), 2007)

5.04.076 Hearings—Contesting determination that infraction committed— Appeal.

- (a) A hearing held for the purpose of contesting the determination that an infraction has been committed shall be without a jury.
- (b) The court may consider the notice of infraction and any other written report made under oath submitted by the officer who issued the notice or whose written statement was the basis for the issuance of the notice in lieu of the officer's personal appearance at the hearing. The person named in the notice may subpoena witnesses, including the officer, and has the right to present evidence and examine witnesses present in court.
- (c) In the event the defendant contests any infraction, the burden of proof is upon the county to establish the commission of the infraction by a preponderance of the evidence.
- (d) After consideration of the evidence and argument the court shall determine whether the infraction was committed. Where it has not been established that the infraction was committed, an order dismissing the notice shall be entered in the court's records. Where it has been established that the infraction was committed, an appropriate order shall be entered in the court's records.
- (e) An appeal from the court's determination or order shall be to the superior court. The decision of the superior court is subject only to discretionary review pursuant to Rule 2.3 of the Rules of Appellate Procedure. (Res. 07-0971 Attachment B (part), 2007)

5.04.077 Hearings—Infraction—Explanation of mitigating circumstances.

- (a) A hearing held for the purpose of allowing a person to explain mitigating circumstances surrounding the commission of an infraction shall be an informal proceeding. The person may not subpoena witnesses. The determination that an infraction has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances.
- (b) After the court has heard the explanation of the circumstances surrounding the commission of the infraction, an appropriate order shall be entered in the court's records.
- (c) There may be no appeal from the court's determination or order at a hearing on mitigation. (Res. 07-0971 Attachment B (part), 2007)

5.04.078 Order of court—Infraction—Civil nature—Waiver, reduction suspension of penalty—Restitution.

- (a) An order entered after the receipt of a response which does not contest the determination or after it has been established at a hearing that the infraction was committed, or after a hearing for the purpose of explaining mitigating circumstances is civil in nature.
- (b) The court may include in the order the imposition of any penalty authorized by the provisions of

this chapter for the commission of an infraction. The court may, in its discretion, waive, reduce, or suspend the monetary penalty prescribed for the infraction.

(c) The court may order a person found to have committed a civil infraction to make restitution. (Res. 07-0971 Attachment B (part), 2007)

5.04.079 Failure to sign—Failure to satisfy penalty.

(a) It is a misdemeanor for any person who has been personally served with a notice of criminal citation or a civil infraction, as provided by Spokane County district court rule, as it presently exists or as may be hereinafter amended, to refuse to sign a written promise to respond to the notice.

(b) A person who willfully fails to pay a monetary penalty or to perform community service as required by a court under this chapter may be found in civil contempt of court as provided for in Chapter 7.21 RCW. (Res. 07-0971 Attachment B (part), 2007)

5.04.0791 Person receiving notice—Identification and detention.

(a) A person who is to receive a notice of infraction or a criminal citation under this chapter or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52 or 16.54 RCW is required to identify himself or herself to the director, animal protection officer, or a sheriff's deputy by giving his or her name, address, and date of birth and upon request shall produce reasonable identification, including a driver's license or identicard.

(b) A person who is unable or unwilling to reasonably identify himself or herself to the director, animal protection officer, or a sheriff's deputy may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a notice of infraction or citation.

(c) Willful failure to identify, following a lawful request under this section is a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.0792 Failure to obey instructions of an officer.

A person is required to stop when requested or signaled to do so by the director, animal protection officer, or a sheriff's deputy in the enforcement of this chapter or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52 or 16.54 RCW. Any person who willfully violates this section is guilty of a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.090 Animal control director or animal protection officer—Issuance of criminal citation.

The director or his/her designee shall be specially commissioned by the county sheriff as a deputy for the purpose of enforcing any provision of this chapter or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52 or 16.54 RCW and shall have the authority to issue infractions, and criminal citations and make arrests where the director or his/her designee has information to support a reasonable belief that the owner, handler, or keeper of the animal is in violation of any sections constituting a misdemeanor or gross misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.110 Redemption procedures.

(a) Any dog impounded pursuant to the provisions of this chapter or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52 or 16.54 RCW may, subsequent to the satisfaction of all conditions for release, be redeemed upon payment of any fees and penalties due and owing, any recoverable expenses incurred by SCRAPS and proof of a current license; and, proof of a current rabies vaccination or written agreement to present such proof within thirty days. The redemption fee for a dog shall be twenty-five dollars for each dog plus an additional fee of ten dollars for each twenty-four-hour period or portion thereof during which such dog is retained by the impounding agency. Provided, that the redemption fee for a dog redeemed a second or a third time in any twelve-month period shall be thirty-five dollars and fifty-five dollars respectively, plus an additional fee of ten dollars for each twenty-four-hour period or portion thereof during which such dog is retained by the impounding agency. Provided further, the director or his/her designee for good cause at his/her discretion may waive and/or reduce the redemption fee.

(b) Any cat impounded pursuant to the provisions of this chapter or Chapter 5.12 of the Spokane County Code or Chapters 16.08, 16.52 or 16.54 RCW may, subsequent to the satisfaction of all conditions for release, be redeemed upon payment of the any fees and penalties due and owing, any recoverable expenses incurred by SCRAPS and proof of current license and rabies vaccination presented. The redemption fee for a cat shall be twenty-five dollars for each cat, plus an additional fee of ten dollars for each twenty-four-hour period or portion thereof during which such cat is retained by the impounding agency. Provided, that the redemption fee for a cat redeemed a second or third time in any twelve-month period shall be thirty-five dollars and fifty-five dollars respectively; plus an additional fee of ten dollars for each twenty-four-hour period or portion thereof during which such cat is retained by the impounding agency. Provided further, the director or his/her designee for good cause at his/her discretion may waive and/or reduce the redemption fee.

(c) Recoverable expenses incurred include but are not limited to trip fees of twenty-five dollars for a regular response and fifty dollars for an emergency response; and, reasonable veterinary expenses incurred by SCRAPS.

(d) All fees and expenses payable under this section shall be made payable to SCRAPS. (Res. 07-0971 Attachment B (part), 2007)

5.04.120 Destruction of vicious and dangerous dogs.

(a) The owner or keeper of any dog having vicious propensities as defined in this chapter may be ordered to turn the dog over to SCRAPS for disposal by means of euthanasia by a judicial officer of the district court upon the owner's or keeper's conviction of any violation of Section 5.04.070(f).

(b) Any dog declared a dangerous dog that has failed to receive a certificate of registration shall be euthanized as provided for in Section 5.04.032(d) and (e).

(c) Any owner or keeper of a dog to be destroyed by means of euthanasia under this chapter, Chapter 5.12 of the County Code, and Chapters 16.08, 16.52, and 16.54 RCW has twenty-four hours from notification to turn the dog over to the SCRAPS shelter for disposal by means of euthanasia; willful interference with the lawful disposal of a dog pursuant to this section is a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.130 Penalties.

(a) The maximum penalty for the violation of any provision of this chapter constituting an infraction other than Section 5.04.030 relating to failure to obtain animal licenses shall be the amount established under the Infraction Rules for Courts of Limited Jurisdiction Section IRLJ 6.2(b) for unscheduled infractions as it now exists or is hereafter amended for the first infraction and the same amount plus twenty-five dollars for the second infraction committed within a twelve-month

period. In addition, the court may impose any applicable statutory assessments.

(b) Any person, in addition to any other penalties provided by this chapter, found in violation of any provisions or any amendments thereto which are designated as misdemeanors shall be punished by a fine of not more than one thousand dollars or by imprisonment in the county jail for not more than ninety days or by both such fine and imprisonment; or if designated as a gross misdemeanor shall be punished by a fine of not more than five thousand dollars or by imprisonment in the county jail for not more than three hundred sixty-five days, or by both such fine and imprisonment.

(c) The penalties for violation of Section 5.04.030 other than Section 5.04.030(d) shall be two hundred dollars per violation. Provided, however, the district court judges by local court rule or general order may allow for a reduction in said sum by way of mitigation or where a license is obtained or renewed within ten calendar days of the issuance of an infraction. (Res. 07-0971 Attachment B (part), 2007)

5.04.131 Violation as constituting a public nuisance.

In addition to the foregoing remedies, the repeat violation of any provisions of this chapter after official notice of the violation shall constitute a public nuisance and may be abated in any manner authorized by RCW Chapters 7.48 and 9.66. (Res. 07-0971 Attachment B (part), 2007)

5.04.140 Fee setting authority.

SCRAPS is granted the authority to set a schedule of fees not otherwise established reasonably related to fulfilling its responsibilities under this chapter. This shall be construed consistently with all local Spokane County district court rules and general orders on the subject involving the failure to license dogs or cats as set forth in Sections 5.04.030 and 5.04.031 hereof. Fee schedules shall be posted at the SCRAPS shelter and on the SCRAPS Spokane County web site. (Res. 07-0971 Attachment B (part), 2007)

5.04.150 Duty when striking domestic animal with motor vehicle.

Any person who, while operating a motor vehicle, strikes a domestic animal in Spokane County shall stop at once, render reasonable assistance, and shall immediately report such injury or death to the animal's owner. In the event the owner of said animal cannot be ascertained and located, such person shall at once report the accident to the SCRAPS or other law enforcement agency with authority in the jurisdiction. This section shall in no way be construed as requiring the person striking the animal with a motor vehicle to be financially responsible for any injury or death of the animal. A person who willfully violates this section shall be guilty of a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.160 Animal bites to be reported.

Every animal which bites a person shall be promptly reported to SCRAPS and shall thereupon be securely quarantined at the direction of SCRAPS for a period of ten days. At the discretion of SCRAPS, such quarantine may be on the premises of the owner or keeper, at the Spokane County animal shelter, or at the owner's or keeper's option and expense, in a veterinary hospital of the owner's or keeper's choice. In the cases of animals whose ownership is not known, such quarantine shall be at the Spokane County animal shelter or a veterinary hospital. If the animal is quarantined at Spokane County animal shelter the owner or keeper of the animal shall be charged

ten dollars for each twenty-four-hour period or portion thereof. Any owner or keeper of an animal who knowingly violates this section shall be guilty of a misdemeanor. (Res. 07-0971 Attachment B (part), 2007)

5.04.170 Spaying and neutering services.

(a) Four dollars of every dog and cat license shall be set aside each year to be used solely for the purpose of implementing a spaying and neutering program of licensed dogs and cats residing within the unincorporated areas of Spokane County and any jurisdictions under contract for SCRAPS services that have adopted this chapter by reference. The director shall develop and maintain a spaying and neutering program which shall determine the requirements for eligibility to participate in the program. (b) Spaying and neutering of licensed dogs and cats under this section shall be voluntary with the animal's owner or keeper. (Res. 07-0971 Attachment B (part), 2007)

5.04.900 Severability.

If any portion of this chapter is held invalid, it is the intent of the board of county commissioners that such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this chapter. (Res. 07-0971 Attachment B (part), 2007)

5.04.910 Effective date—Preservation of existing cases.

Resolution No. 7-0971 shall take effect on January 1, 2008 at 12.01 a.m. All cases filed and offenses committed prior to the effective date of this resolution are deemed preserved in accordance with Section 10.01.040 RCW, and shall be governed by this chapter as it existed prior to January 1, 2008. (Res. 07-0971 Attachment B (part), 2007)

5.12.010 Purpose.

It is the public policy of Spokane County to secure and maintain such levels of control over inherently dangerous mammals and inherently dangerous reptiles harbored and/or owned within the unincorporated area of Spokane County as will protect the general human health, safety and welfare as well as provide for the humane housing, care and treatment of such animals. To this end, it is the purpose of this chapter to provide a means of licensing, housing and caring of inherently dangerous mammals and inherently dangerous reptiles so that such animals do not become public nuisances. (Res. 96-1007 § I, 1996)

5.12.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: "Animal control department" means that department established by the board of county commissioners by resolution to administer and enforce the provisions of this chapter. Its director shall be referred to hereinafter as the "animal control director" or "director." An "animal control officer" is any person employed or appointed by the board of county commissioners of Spokane County for the purpose of administering or aiding in the enforcement of this chapter.

"Exhibit" means to show or display either publicly or privately.

"Household member" means a person related by blood, marriage, adoption, or any other person residing on the premises with a person harboring and/or owning an inherently dangerous mammal and/or inherently dangerous reptile.

"Inherently dangerous mammal" means any live member of the canidae, felidae, or ursidae families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans, and which includes:

(1) Canidae means and includes any member of the dog (canid) family not customarily domesticated by man, or any hybrids thereof, but not including domestic dogs (*Canis lupus familiaris*) or wolf hybrids which are a cross between a wolf and a domestic dog.

(2) Felidae means and includes any member of the cat family not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (*Felis catus*).

(3) Ursidae means and includes any member of the bear family, or any hybrids thereof.

"Inherently dangerous reptile" means any live member of the class reptilia which:

(1) Is venomous, including, but not necessarily limited to, all members of the following families: Helodermodidae; Viperidae; Crotalidae; Altractaspidae; Hydrophilidae; and Elapidae; or

(2) Is a "rear fanged" snake of the family Colubridae that are known to be dangerous to humans, including, but not necessarily limited to, all members of the following families: *Dispholidus typus*; *Thebtonis kirtlandii*; and *Rhabdophis* spp.; or

(3) Is a member of the order Crocodylia (crocodiles, alligators and caiman).

"Harboring of an inherently dangerous mammal and/or inherently dangerous reptile" means to allow an inherently dangerous mammal or inherently dangerous reptile to remain, lodge, be fed, or to be given shelter or refuge within the person's home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, or any other premises in which the person resides or over which the person has control. (Res. 99-0691 (part), 1999; Res. 99-0359 (part), 1999; Res. 96-1007 § II, 1996)

5.12.030 Running at large.

No person owning or harboring, having custody, control, or possession of an inherently dangerous mammal and/or any inherently dangerous reptile shall permit or allow the same to run at large upon any highway, street, lane, alley, court, or any other place, public or private, or within the premises of such person, in such manner as to endanger any person lawfully entering such premises.

Allowing an inherently dangerous mammal and/or any inherently dangerous reptile to run at large is a misdemeanor. (Res. 96-1007 § III, 1996)

5.12.040 Harboring/owning inherently dangerous mammals and/or inherently dangerous reptiles.

It shall be a violation of this chapter for any person to harbor and/or own an inherently dangerous mammal and/or any inherently dangerous reptile unless such person has achieved the age of eighteen years and obtained and maintained an annual license allowing that person to harbor and own such inherently dangerous mammal and/or inherently dangerous reptile as provided for in this chapter. Provided, however, any person who has achieved the age of eighteen years of age or over, and who is harboring and/or owning an inherently dangerous mammal and/or an inherently dangerous reptile on the effective date of the ordinance codified in this chapter shall have a sixty-day time frame in which to obtain a license from the county.

Harboring and/or owning an inherently dangerous mammal and/or an inherently dangerous reptile by a person under the age of eighteen years of age or without an annual license is a misdemeanor. (Res. 96-1007 § IV, 1996)

5.12.050 Exemptions.

The following are exempt from all provisions of this chapter except Sections 5.12.030, 5.12.090, 5.12.100(b), 5.12.120 and 5.12.130:

- (1) Any facility accredited by the Association of Zoos and Aquariums (AZA);
- (2) Any licensed or accredited research or medical institutions;
- (3) Licensed or accredited educational institutions;
- (4) Veterinary clinics in possession of inherently dangerous mammals or inherently dangerous reptiles for treatment or rehabilitation purposes;
- (5) Traveling circuses or carnivals;
- (6) Persons temporarily transporting inherently dangerous mammals or inherently dangerous reptiles through the county provided that the transit time shall not be more than three days;

Any activity which was exempt from the provisions of this chapter under subsection 7 or 8 of this section prior to the effective date of Res. 99-0359 shall have sixty (60) days to comply with applicable provisions of the chapter. Additionally the provisions of Section 5.12.080(e) shall apply to such preexisting activities.

Although the above are exempt from the provisions of this chapter, they must comply with all other applicable federal, state and local regulations, including but not necessarily limited to Chapter 16.52 RCW, concerning the prevention of cruelty to animals. (Res. 96-1007 § V, 1996)

5.12.060 Licensing and inspection.

(a) License Application Form. To obtain a license to harbor and/or own an inherently dangerous mammal and/or an inherently dangerous reptile within the unincorporated area of Spokane County, a person shall annually make a written and completed application which shall include the following:

- (1) All information requested on the application form required by the Spokane County animal control director as deemed necessary thereby to assist in determining whether the license should be issued, including but not necessarily limited to, front and profile photographs as well as any existing identification, such as tattooing and microchipping of the inherently dangerous mammal and/or inherently dangerous reptile;
- (2) Attach to the completed application form proof of liability insurance in the amount of fifty thousand dollars per inherently dangerous mammal and/or inherently dangerous reptile up to a maximum of three hundred thousand dollars, which shall be written to cover any acts of the inherently dangerous mammal and/or inherently dangerous reptile, certificate of insurance shall be immediately submitted to the Spokane County animal control director for approval or disapproval, and which proof of liability insurance shall provide that the Spokane County animal control director as the person to be notified ten days in advance of the cancellation of the liability insurance for any reason;
- (3) Attach and/or enclose a non-refundable license application fee of one hundred dollars per inherently dangerous mammal per address, with a maximum of three hundred dollars per address, or fifty dollars per inherently dangerous reptile per address with a maximum of one hundred fifty dollars per address; and
- (4) Submit to an initial inspection of the premises where the inherently dangerous mammal and/or inherently dangerous reptile proposed to be harbored, prior to the license being issued, and to additional inspections, announced or unannounced at the director's discretion, at any other time deemed necessary by the director between the hours of seven a.m. and nine p.m. daily during the life of the mammal and/or reptile; said inspection to be performed by the director, any animal control director, or any person designated by the director to assist in the performance of the inspection which is performed in accordance with of this chapter.

No license shall be issued by the director unless and until the applicant is in compliance with all of the provisions of this chapter, including, but not necessarily limited to the standards for housing and care as set forth in Section 5.12.080 of this chapter and the premises and/or property upon which the application for a license to harbor and/or own an inherently dangerous mammal and/or inherently dangerous reptile is properly zoned for such use/activity. The licensee shall submit a

written statement from the Spokane County building and planning division that the use/activity complies with applicable zoning laws. All licenses shall be effective from a one-year time frame from the date of issuance.

(b) License Not Transferable. Any license to harbor and/own any inherently dangerous mammal and/or inherently dangerous reptile is not transferable to any other subsequent owner/harbinger or to any other location within the unincorporated area of Spokane County.

(c) License Not to be Issued. The Spokane County animal control director shall not process or issue any license to (1) any person charged or found guilty of Section 5.12.030 either before or after the adoption of this subsection; (2) any person who is a household member of a person charged or found guilty of violating Section 5.12.030 either before or after the adoption of the resolution codified in this subsection; or (3) any person for the harboring and/or owning an inherently dangerous mammal and/or inherently dangerous reptile which mammal or reptile has been the subject of a charge or violation under Section 5.12.030 either before or after the adoption of said resolution. In the event that a license is being processed or has been issued prior to the effective date of the adoption of this amendment such processing shall be terminated and/or license issued shall automatically be revoked by the Spokane County animal control director and the appeal rights of the licensee set forth in Section 5.12.100(a) shall not be applicable to such termination and/or revocation. (Res. 99-0691 (part), 1999; Res. 99-9359 (part), 1999; Res. 96-1007 § VI, 1996)

5.12.070 Renewal of licenses.

(a) The license to keep an inherently dangerous mammal and/or inherently dangerous reptile shall be renewed annually, on or before the date of issuance, upon the submission of an annual renewal fee of one hundred dollars per inherently dangerous mammal per address, with a maximum of three hundred dollars per address; or fifty dollars per inherently dangerous reptile, per address, with a maximum of one hundred fifty dollars per address.

All renewals shall require a current inspection and submission of current information as provided for in Section 5.12.060(a)(1) and (2).

(b) The animal control department shall notify the licensee by mail not less than one month before the expiration of the license of its renewal fee and annual inspection are due.

(c) Any condition imposed on the approval or renewal of the license shall be strictly adhered to by the applicant/licensee and failure to do so constitutes cause for non-issuance, non-renewal, or immediate revocation of the license.

(d) The animal control department shall maintain a record of the date of issuance of, the conditions imposed on, and the name and address of the person to whom a license has been issued pursuant to this section.

(e) It shall be a violation of this chapter for any person to fail to renew an annual license for an inherently dangerous mammal and/or inherently dangerous reptile. Failure to renew an annual license for an inherently dangerous mammal and/or an inherently dangerous reptile is a misdemeanor.

(f) License Not to Be Renewed. The Spokane County animal control director may at his/her sole discretion, not process or issue the renewal of any license under this section to any licensee failing to comply with any license conditions or any other provisions of this chapter. (Res. 99-0359 (part), 1999; Res. 96-1007 § VII, 1996)

5.12.080 Standards for housing and care.

(a) Housing and Care of Canidae and Hybrids Thereof. A harbinger and/or owner of any inherently dangerous canidae and hybrids thereof shall comply with the following standards for their housing and care as a condition precedent to obtaining or maintaining the required license pursuant to this section.

(1) Enclosure Dimensions. A single small canid, or hybrid thereof, weighing less than thirty-five pounds shall have an enclosure measuring at least eight feet by twelve feet or ninety-six square feet. For each additional small canid (or hybrid thereof), the enclosure shall be increased by fifty percent. A single large canid, or hybrid thereof, weighing thirty-five pounds or more shall have an enclosure measuring at least ten feet by fifteen feet or one hundred fifty square feet. For each additional large canid, or hybrid thereof, the enclosure shall be increased by fifty percent. Enclosures shall have a secondary barrier of at least eight feet in height to prevent access to the area by the general public. The secondary barrier shall be a minimum of five feet from the primary enclosure.

(2) Enclosure Materials. Enclosures for canids and hybrids thereof shall be constructed of not less than 11-gauge chain link or its equivalent for mammals of an adult weight less than thirty-five pounds and 9-gauge chain link or its equivalent for animals of an adult weight of thirty-five pounds or more. Perimeter barriers shall be at least eight feet high and include an inward-facing overhand of no less than eighteen inches at an angle of forty-five degrees. In addition to vertical barriers, all perimeters shall also have either a concrete footing or horizontal protective matting around the entire enclosure to prevent escape through digging. All enclosures shall have double doors between the animal and possible escape, one being a primary access door and the second being a safety door. All enclosure doors shall be securely locked and include safety chains.

(3) Indoor Housing. Whenever any canidae or hybrid thereof is not within an enclosure as described herein, but is within the residence of a person having a license as provided for in Section 5.12.070, the residence shall comply with the following criteria:

(A) All windows, except those leading to an outside cage, shall be screened in material suitable for the canidae or hybrid thereof to contain the animal(s) from potential escape;

(B) All doors entering the room will be of construction, suitable for the canidae or hybrid thereof and be securely locked. If the door is solid in construction, a device shall be installed to visually locate the canidae or hybrid thereof before entering the room; and

(C) All construction must be of proper strength materials for the weight of the canidae or hybrid thereof they are to contain. Walls must be appropriately reinforced where necessary.

(4) Temperatures and Shelter. All canidae and hybrids thereof shall have access at all times to shelter from adverse climate conditions and those animals kept outside shall have access to shade.

(5) Water. Fresh clean water for drinking shall be available at all times. Watering shall consist of either built-in devices or sturdy portable containers; such devices or containers shall be cleaned and disinfected daily.

(6) Food. All canids and hybrids thereof shall have access to food which shall maintain the animal's proper weight, nutrition, and health.

(7) Sanitation. All enclosures shall be cleaned daily and kept free of debris and fecal material. Drainage shall be established to provide dry housing conditions. Detergents and disinfectants shall be used on hard surfaces, pallets, and food and water containers. Drainage and means of disposing of debris and fecal material shall be in compliance with all applicable state, county, and local laws and regulation.

(8) Medical Attention. Proper medical attention must be provided when and as necessary to maintain the canid(s) or hybrid(s) in a healthy condition.

(9) Transportation. At no time shall a canid or hybrid thereof be transported away from the owner's premises by use only of a leash. Such animals must be transported in a manner that would not constitute a public threat or nuisance. When in or on a vehicle, said canid or hybrid thereof shall be appropriately and effectively contained in a secure, locked portable enclosure. When moving a canid or hybrid thereof away from the owner's premises to a vehicle, a cable system shall be employed.

(10) Animal Restricted to Owner's Property. At no time shall a canid or hybrid thereof be located other than on the licensed owner's premises in an approved enclosure or indoor housing as provided for above, except during transportation as described in subsection (9) above.

(11) Signage. A sign or signs, including a symbol recognizable to children, shall be permanently affixed to the secondary barrier indicating that there is an inherently dangerous canid or hybrid thereof within such enclosure.

(12) Exhibiting. No inherently dangerous canidae or hybrid thereof shall be exhibited off the

licensed owner's premises.

(b) Housing and Care of Felidae and Hybrids Thereof. A harbinger and/or owner of any inherently dangerous felidae and hybrids thereof shall comply with the following standards for their housing and care as a condition precedent to obtaining or maintaining the required license pursuant to this chapter.

(1) Enclosure Dimensions and Materials for Very Large Pantherids. Very large pantherids, including lions (*P. leo*), tigers (*P. tigris*), and any hybrids thereof shall be maintained in barred or heavily wired cages. A cage for a single animal shall measure at least twenty-four feet wide by twenty feet deep or four hundred eighty square feet. It should be either a minimum of eight feet high with a secure covered top or a minimum of twelve feet high with an inward-facing overhang of no less than eighteen inches and at an angle of forty-five degrees to prevent the animals from escaping. Cages shall be fifty percent larger for each additional animal. Enclosures shall have a secondary barrier of at least eight feet in height to prevent access to the area by the general public. The secondary barrier shall be a minimum of five feet from the primary enclosure.

(2) Enclosure Dimensions for Other Large Felids. Other large felids, including jaguars (*P. Onca*), leopards or panthers (*P. pardus*), pumas, cougars or mountain lions (*P. concolor*), snow leopards (*P. unica*), clouded leopards (*Neofelis nebulosa*), and any subspecies or hybrids thereof shall be maintained in a cage with minimum cage dimensions for a single large felid equal to at least twenty feet wide by twelve feet deep or two hundred and forty square feet by eight feet high and have secure covered tops. Cages shall be fifty percent larger for each additional animal. Enclosures shall have a secondary barrier of at least eight feet in height to prevent access to the area by the general public. The secondary barrier shall be a minimum of five feet from the primary enclosure.

(3) Enclosure Dimensions for Smaller Felids. Small felids, those having an adult body weight of less than forty-four pounds, including any hybrids but excluding the domestic cat (*Felis catus*) shall be maintained in a cage with minimum cage dimensions for a single small felid equal to twelve feet wide by ten feet deep or one hundred and twenty square feet by eight feet high and have secure covered tops. Floor space shall be increased by fifty percent for each additional animal. Enclosures shall have a secondary barrier of at least eight feet in height to prevent access to the area by the general public. The secondary barrier shall be a minimum of five feet from the primary enclosure.

(4) Barrier and Enclosure Materials--General. Enclosures for very large and large felids shall be constructed of bars or not less than 9-gauge chain link fencing or its equivalent. Enclosures for smaller felids shall be constructed of bars of not less than 11-gauge chain link fencing or its equivalent. In addition, all perimeters must have soil piping or other fencing material or tension wires along the ground, except those for digging felids which shall be either a concrete footing or horizontal protective matting around the entire enclosure. All enclosures shall have double doors between the animals and possible escape, one being the primary access door and the second being a safety door. All enclosures shall contain at least one above-ground platform large enough to allow the felid comfort and be located at least thirty inches above ground. All enclosure doors shall be securely locked and include safety chains.

(5) Indoor Housing. Whenever any felidae or hybrid thereof is not within an enclosure as described herein, but is within the residence of a person having a license as provided for in Section 5.12.070, the residence shall comply with the following criteria:

(A) All windows, except those leading to an outside cage, shall be screened in material suitable for the felidae or hybrid thereof to contain the animal(s) from potential escape;

(B) All doors entering the room will be of construction, suitable for the felidae or hybrid thereof and be securely locked. If the door is solid in construction, a device shall be installed to visually locate the felidae or hybrid thereof before entering the room; and

(C) All construction must be of proper strength materials for the weight of the felidae or hybrid thereof they are to contain. Walls must be appropriately reinforced where necessary.

(6) Temperatures and Shelter. All felidae and hybrids thereof shall have access at all times to shelter from adverse climate conditions and those animals kept outside shall have access to shade.

(7) Water. Fresh clean water for drinking shall be available at all times. Watering shall consist of either built-in devices or sturdy portable containers; such devices or containers shall be cleaned and disinfected daily.

(8) Food. All felids and hybrids thereof shall have access to food which shall maintain the animal's proper weight, nutrition, and health.

(9) Sanitation. All enclosures shall be cleaned daily and kept free of debris and fecal material. Drainage shall be established to provide dry housing conditions. Detergents and disinfectants shall be used on hard surfaces, pallets, and food and water containers. Drainage and means of disposing of debris and fecal material shall be in compliance with all applicable state, county, and local laws and regulations.

(10) Medical Attention. Proper medical attention must be provided when and as necessary to maintain the felid(s) or hybrid(s) in a healthy condition.

(11) Transportation. At no time shall a felid or hybrid thereof be transported away from the owner's premises by use only of a leash. Such animals must be transported in a manner that would not constitute a public threat or nuisance. When in or on a vehicle, said felid or hybrid thereof shall be appropriately and effectively contained in a secure, locked portable enclosure. When moving a felid or hybrid thereof away from the owner's premises to a vehicle, a cable system shall be employed.

(12) Animal Restricted to Owner's Property. At no time shall a felid or hybrid thereof be located other than on the licensed owner's premises in an approved enclosure or indoor housing as provided for above, except during transportation as described in subsection (11) above.

(13) Signage. A sign or signs, including a symbol recognizable to children, shall be permanently affixed to the secondary barrier indicating that there is an inherently dangerous felid or hybrid thereof within such enclosure.

(14) Exhibiting. No inherently dangerous felid or hybrid thereof shall be exhibited off the licensed owner's premises.

(c) Housing and Care of Ursidae and Hybrids Thereof. A harbinger and/or owner of any inherently dangerous ursidae and hybrids thereof shall comply with the following standards for their housing and care as a condition precedent to obtaining or maintaining the required license pursuant to this chapter.

(1) Enclosure Dimensions. All enclosures for a solitary adult bear or hybrid thereof shall measure at least twenty-four feet by twenty feet or four hundred and eighty square feet with a ten foot high secure covered top. Cages shall be increased fifty percent per each additional bear. Enclosures shall have a secondary barrier of at least eight feet in height to prevent access to the area by the general public. The secondary barrier shall be a minimum of five feet from the primary enclosure.

(2) Enclosure Materials. Enclosure material shall be constructed of welded bars or not less than 6-gauge chain link appropriately secured, or its equivalent. In addition, all perimeters shall have either concrete footing or horizontal protective matting around the entire perimeter to prevent escape by digging. All enclosures shall have two doors between the animal and possible escape, one being the primary access door and the second being safety door. All enclosure doors shall be securely locked and include safety chains.

(3) Water. Fresh clean water for drinking shall be available at all times. Built-in watering devices may be used for larger bears or hybrids thereof; sturdy containers may be suitable for smaller animals. All watering devices and containers shall be cleaned and disinfected daily.

(4) Temperatures and Shelter. All bear or hybrids thereof shall have access at all times to shelter from adverse climate conditions and those animals kept outside shall have access to shade.

(5) Food. Bears and hybrids thereof shall have access to food which shall maintain the animal's proper weight, nutrition, and health.

(6) Sanitation. All enclosures shall be cleaned daily and kept free of debris and fecal material. Drainage shall be established to provide dry housing conditions. Detergents and disinfectants shall be used on hard surfaces, pallets, and food and water containers. Drainage and means of disposing of debris and fecal material shall be in compliance with all applicable state, county, and local laws and regulations.

(7) Medical Attention. Proper medical attention must be provided when and as necessary to maintain the bear(s) or hybrid(s) in healthy condition.

(8) Transportation. At no time shall a bear or hybrid thereof be transported away from the owner's premises by use only of a leash. Such animals must be transported in a manner that would not constitute a public threat or nuisance. When in or on a vehicle for said purpose said bear or hybrid thereof shall be appropriately and effectively contained in a secure, locked portable enclosure.

When moving a bear or hybrid thereof away from the owner's premises to a vehicle, a cable system shall be employed.

(9) Animal Restricted to Owner's Property. At no time shall a bear or hybrid thereof be located other than on the licensed owner's premises in an approved enclosure or indoor housing as provided for above, except during transportation as described in subsection (8), above.

(10) Signage. A sign or signs, including a symbol recognizable to children, shall be permanently affixed to the secondary barrier indicating that there is an inherently dangerous ursidae or hybrid thereof within such enclosure.

(11) Exhibiting. No inherently dangerous ursidae or hybrid thereof shall be exhibited off the licensed owner's premises.

(d) Housing and Care of Inherently Dangerous Reptiles. A harbinger and/or owner of any inherently dangerous reptile shall comply with the following standards for their housing and care as a condition precedent to obtaining or maintaining the required license pursuant to this section.

(1) Enclosure Dimensions and Other Requirements for Venomous Snakes. For up to two specimens, a cage having a perimeter one and one-half times the length of the longest confined snake. For each additional snake over two, the cage floor area shall be increased by twenty-five percent.

(2) Enclosure Materials for Venomous Snakes. Cages shall be fronted with three-sixteenths inch thick Plexiglas or tempered glass. Ventilation openings shall be covered with one-eighth inch mesh. For venomous snakes, double walls of mesh sufficient to prevent penetration of fangs to outside of enclosure shall be installed. Cages must be structurally sound and may be constructed of waterproofed plywood at least one-quarter inch thick, concrete plastered over wire, sheet metal, fiberglass, or a minimum of one-quarter inch thick molded plastic. Construction shall be sturdy and escape proof. All doors must close securely and be key-locked.

(3) Enclosure Dimensions and Other Requirements for Gila Monsters and Beaded Lizards. For each lizard, minimum cage length shall be one and one-half times the length of the longest confined lizard and minimum cage width shall be four times the width of the largest confined lizard. Cages must have adequate ventilation, fresh water, and access to sunlight or full spectrum fluorescent lighting with appropriate shade also available. For each additional lizard, the cage floor area shall be increased one hundred percent. Doors are to close securely and be key-locked.

(4) Enclosure Dimensions and Other Requirements for Crocodylians. For one crocodylian, minimum cage size must permit moving and turning both on land and in a pool. For additional crocodylians, the combined area covered by their bodies shall not exceed fifty percent of cage area. Pool must be of sufficient depth to permit entire body submersion and must be readily accessible to caretakers either by securing ramps into and out of the water or by building a sunken pool with a sloped interior. Enclosures for crocodylians greater than five feet in length must have shift facilities to permit safe cleaning, cage repair, or other separations. Shift cages shall measure at least eight feet by five feet.

(A) In addition, indoor facilities shall be equipped with full spectrum fluorescent lighting and heat lamps for basking. Cages must be secure and escape proof. Doors to cages must be key-locked.

(B) In addition, the floors of outdoor cages shall be of concrete or masonry construction. Walls shall be a minimum height of four feet and constructed of wire mesh no smaller than 11.5-gauge. The cage is to be completely roofed by mesh wire. Crocodylians shall have access to shade and heated indoor facilities during cold weather. Entrance doors accessible to the public shall be kept key-locked.

(5) Temperatures and Shelter. Species appropriate temperature, lighting, and shelter shall be provided at all times.

(6) Food and Water. Reptiles are to be fed and watered at a rate at which proper weight, nutrition, and health are maintained.

(7) Sanitation. All cages and enclosures are to be kept sanitary and in good repair. Feces and uneaten food shall be removed daily. Crocodylian pools are to be full at all times and the water replaced weekly or continuously filtered.

(8) Medical Attention. Proper medical attention must be provided when and as necessary to maintain the reptile(s) in a healthy condition.

(9) Transportation.

(A) Venomous Reptiles. At no time shall a venomous reptile be transported away from the owner's

premises, except for transportation to and from said veterinarian's office or for transfer of ownership of said animal. Reptile shall be appropriately and effectively contained in a secure, locked, portable container. The container shall be appropriately marked to advise of its contents.

(B) Reptiles Other than Venomous Reptiles. At no time shall an inherently dangerous reptile be transported away from the owner's premises, except for transportation to and from said veterinarian's office, approved educational program or exhibit, or for transfer of ownership of said animal. When in or on the owner's vehicle, said reptile shall be appropriately and effectively contained in a secure, locked portable container.

(10) Animal Restricted to Owner's Property. At no time shall a reptile be located other than on the licensed owner's premises in an approved enclosure, except during transportation as described hereinabove.

(11) Signage. A sign or signs, including a symbol recognizable to children, shall be permanently affixed to the secondary barrier indicating that there is an inherently dangerous reptile within such enclosure.

(e) The animal control director in conjunction with the issuance of any license as required under Section 5.12.060 of this chapter, may grant a variance from the enclosure dimensions, and/or enclosure materials provisions within this section for any enclosures used to house inherently dangerous mammals and/or inherently dangerous reptiles which were in existence on the effective date of the ordinance codified in this chapter, so long as such variance does not, in the sole discretion of the director, jeopardize the animal's welfare or public safety.

(f) Harboring and/or owning an inherently dangerous mammal and/or reptile in violation of the provisions of this section is a misdemeanor. (Res. 99-0359 (part), 1999; Res. 96-1007 § VIII, 1996)

5.12.090 Impounding/housing fees, violations, penalties.

(a) Impound fees for services provided by the animal control department shall include all costs actually incurred in conjunction with an impound, not less than one hundred dollars minimum per animal for the impound of each inherently dangerous mammal or inherently dangerous reptile, to be paid by the animal's owner to Spokane County animal control department. The animal control department shall maintain a detailed account of all expenses incurred in conjunction with impounding any animal. This fee shall be paid regardless of whether the animal is returned to the owner and shall be paid prior to the animal's release to the owner subject to the Spokane County animal control department director's decision to release the animal.

The director shall have the authority to determine the size of animals which the county will impound based upon the capabilities, equipment and facilities available for use.

(b) Housing fees for services provided by the animal control department shall be established by the animal control director for each inherently dangerous mammal and/or inherently dangerous reptile. Such fees shall include all costs of housing such animals regardless of whether such costs are incurred at a county owned or operated facility or a contract facility.

(c) Failure to pay impound fees or housing fees as required in this section is a misdemeanor. (Res. 96-1007 § IX, 1996)

5.12.100 Enforcement provisions.

(a) Revocation of License. A license issued pursuant to this chapter may be revoked by the director for failure of the licensee to comply with any license conditions or any other provisions of this chapter. The director shall in writing, advise the licensee of the specific license condition(s) and/or provisions of the chapter violated, the date that his/her license is to be revoked, and his/her right to appeal the license revocation by filing a written appeal within ten calendar days of receipt of notification from the director. The written appeal shall be submitted in writing to the Spokane County hearing examiner. The written appeal shall specify the reason(s) why his/her license should not be revoked. In the event any person appeals his/her license revocation, all inherently

dangerous mammal(s) and/or inherently dangerous reptile(s) shall be impounded under subsection (b) hereinafter until the appeal is concluded with finality. Upon receipt of a written appeal, the Spokane County hearing examiner shall schedule a hearing to consider the appeal. The licensee shall be given at least ten calendar days notice of the hearing date before the hearing examiner. The decision of the hearing examiner shall be final and binding, unless within fourteen calendar days of the hearing examiner's written decision, the licensee appeals the hearing examiner said decision to the board of county commissioners. If the hearing examiner's decision is appealed, the board of county commissioners shall consider the appeal on the record of the hearing examiner. The decision of the board of county commissioners shall be in writing and may be appealed to the Spokane County Superior Court within thirty days in the manner provided under the general laws of the state.

If a license is revoked, the owner of the animal(s) which is/are the subject of the license shall transfer ownership of the animal(s) by sale or gift to another person who already is in compliance with this chapter, with the written approval of the director, and provided the other person has or can obtain the license required by this chapter. In the alternative and with the written approval of the director, the animal(s) can be permanently removed from the unincorporated area of Spokane County, or upon approval of the owner and payment of fees, the animal will be euthanized.

(b) Impoundment--Disposition of Impounded Animals. Any inherently dangerous mammal and/or inherently dangerous reptile which is kept by any person in violation of this chapter may be taken up and impounded by a code enforcement officer, an animal control director, or a law enforcement officer for the protection and health of the animal and/or for the protection of the health, safety and welfare of the public. Cost of take-up, impoundment, care and boarding of the animal will be charged to its owner or harborer regardless of whether the animal is claimed by or returned to said owner or harborer.

The owner or harborer of the animal can reclaim the animal only if the person is in compliance with this chapter and only after all fines and costs have been paid by the owner or harborer. Any other intended disposition of the animal requires the approval of the director.

If no owner or harborer can be located or will claim the animal within five calendar days after impoundment, the director may cause the sale, adoption, donation, or euthanasia of the animal. Prior to any sale, adoption, donation or euthanasia of any animal, the director shall mail written notice to the last known address, if any, of the owner or harborer. If the director is unaware of any last known owner or harborer, the director shall cause to be published once in the county legal newspaper his/her intention to cause the sale, adoption, donation, or euthanasia of such animal unless the same is reclaimed within five days of the first day of publication.

In addition to any other provisions of this chapter regulating the euthanasia of inherently dangerous mammals and/or inherently dangerous reptiles, inherently dangerous mammals and/or inherently dangerous reptiles harbored or owned in violation of this chapter may be subject to euthanasia if any one of the following exigent circumstances is deemed to exist by the director:

- (1) The animal presents an imminent likelihood of serious physical harm to the public and there is no other reasonably available means of abatement; or
- (2) There is no reasonable basis to believe that a violation can be or in good faith will be corrected and after reasonable search or inquiry by the director no facility as authorized by local, state or federal law is available to house the animal; or
- (3) The animal suffers from a communicable disease injurious to other animals or human beings, as determined by the Spokane County health officer; provided, that this section shall not apply if the animal is under treatment by a licensed veterinarian and may reasonably be expected to recover without infecting other animals or human beings. (Res. 99-0359 (part), 1999; Res. 96-1007 § X, 1996)

5.12.110 Sale and transfer of inherently dangerous mammals and/or inherently dangerous reptiles.

Any person who sells, gives, or in any way transfers possession or ownership of an inherently dangerous mammal and/or inherently dangerous reptile to another person within the

unincorporated area of Spokane County shall maintain records reflecting the name, address, and telephone number of the receiver of the animal; a complete and accurate description of the animal transferred. This information shall be communicated to the Animal Control Department prior to or at the same time as the transfer occurs. (Res. 96-1007 § XI, 1996)

5.12.120 Running at large/duty to notify animal control department.

Any person owning or harboring, having custody, control, or possession of an inherently dangerous mammal and/or any inherently dangerous reptile shall have the duty when they know or should reasonably know said inherently dangerous mammal and/or inherently dangerous reptile shall be running at large as defined in Section 5.12.030 of this chapter to notify the animal control department of such fact.

Failure to notify the animal control department that an inherently dangerous mammal and/or inherently dangerous reptile is running at large as defined in Section 5.12.030 of this chapter is a misdemeanor. (Res. 96-1007 § XII, 1996)

5.12.130 Rabies virus testing/duty to reimburse for costs.

It shall be the responsibility of any person owning or harboring, having custody, control, or possession of an inherently dangerous mammal to reimburse the Spokane County health district, or its successor, for all costs, including but not limited to, the capture, holding, testing, transporting, reporting, and notification connected with the destruction of an inherently dangerous mammal for submission to the Spokane County health district, or its successor, for routing to the Washington State Department of Health for rabies virus testing, which testing is a direct result of an order issued by the health officer. Such costs shall be paid within thirty days of date of mailing. Failure to pay the Spokane County health district, or its successor, all costs as provided for herein within thirty days of date of mailing is a misdemeanor. (Res. 96-1007 § XIII, 1996)

5.12.140 Agreements.

The board of county commissioners of Spokane County, Washington may enter into agreements with any veterinarian, governmental agency, city, corporation or individual it deems necessary to carry out the provisions of this chapter. (Res. 96-1007 § XIV, 1996)

5.12.150 Severability.

If any section, sentence, subdivision or clause of this chapter shall for any reason be held invalid or unconstitutional such decision shall not affect the validity of the remaining portions of this chapter. (Res. 96-1007 § XV, 1996)

5.12.160 Compliance with other laws.

In addition to complying with all provisions of this chapter, no person shall harbor and/or own an inherently dangerous mammal and/or inherently dangerous reptile within the unincorporated area of Spokane County without complying with all other applicable federal, state and local laws, ordinances and regulations. (Res. 96-1007 § XVI, 1996)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN)
SPOKANE COUNTY AND THE CITY OF)
LIBERTY LAKE FOR ANIMAL CONTROL)
SERVICES (January 1, 2009 – December 31, 2009))

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 35.02 RCW, the City of Liberty Lake's official date of incorporation is August 31, 2001; 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(6) and RCW 36.32.120(7), Spokane County, through its Board of County Commissioners, may enact ordinances dealing with animal control within the unincorporated area of Spokane County; and

WHEREAS, the City of Liberty Lake may enact ordinances dealing with animal control with its boundaries; and

WHEREAS, Spokane County established an Animal Control Department managed by an Animal Control Director. Spokane County also owns and operates an animal shelter located at 2521 North Flora Road, Spokane Valley, Washington; and

WHEREAS, the City of Liberty Lake desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the City of Liberty Lake.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF LIBERTY LAKE (January 1, 2009-December 31, 2009)" pursuant to which, under certain terms and conditions, Spokane County will provide animal control services to the City of Liberty Lake commencing January 1, 2009 and running through December 31, 2009. Liberty Lake shall pay Spokane County actual costs for the animal control services. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

January **ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 6 day of January, 2009.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

ABSENT

BONNIE MAGER

Todd Mielke
TODD MIELKE

Mark Richard
MARK RICHARD

ATTEST:
CLERK OF THE BOARD

Daniela Erickson
Daniela Erickson

9-0025

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
IN THE CITY OF LIBERTY LAKE
(January 1, 2009-December 31, 2009)**

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 West 1116 Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and the **City of Liberty Lake**, a municipal corporation of the State of Washington, having offices for the transaction of business at the 22710 E. Country Vista Dr., Liberty Lake, Washington 99019, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 35.02 RCW, the City of Liberty Lake's official date of incorporation was August 31, 2001; 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(6) and RCW 36.32.120(7), Spokane County, through its Board of County Commissioners, may enact ordinances dealing with animal control within the unincorporated area of Spokane County; and

WHEREAS, the City of Liberty Lake may enact ordinances dealing with animal control within its boundaries; and

WHEREAS, Spokane County has established an Animal Control Department managed by an Animal Control Director. Spokane County also owns and operates an animal shelter located at 2521 N. Flora Road, Spokane Valley, Washington 99216; and

WHEREAS, the City of Liberty Lake desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the City of Liberty Lake.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter the PARTIES do hereby 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 Control Department, 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 form of government provided for in chapter 35A.13 RCW and within the statutory responsibilities of a City Animal Control Officer.

For the purpose of this Agreement, Animal Control Services shall encompass the duties and functions which the COUNTY'S Animal Control Department 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 chapter 16.08 RCW (Dogs);
4. Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals); and
5. Enforcement of chapter 16.54 RCW (Abandoned Animals).

Enforcement includes those items set forth in Attachment "A," attached hereto and incorporated herein by reference, as they relate to "field services," "shelter services" and "educational services;" the licensing of dogs, cats and inherently dangerous mammals/reptiles; and appearing before all administrative and judicial hearings in conjunction with such duties and functions.

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

In conjunction with the enforcement of 1 and 2 herein above, CITY shall adopt and keep current by appropriate legislative action, an (i) Animal Control Ordinance and (ii) Inherently Dangerous Mammals/Reptiles Ordinance substantially identical to those adopted by COUNTY as they presently exist or as they may hereinafter be modified/amended, to include all fees/penalties. This responsibility shall not be deemed a restriction upon the CITY'S legislative power. COUNTY'S ordinances are respectively codified as of Chapter 5.04 of the Spokane County Code and Chapter 5.12 of the Spokane County Code.

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 provide legal counsel to prosecute any citations/complaints issued by COUNTY in enforcement of 1 through 5 herein above in the Municipal Court or Superior Court.

In performing the above services, COUNTY will provide such personnel, as it deems necessary as well as any and all vehicles and materials of any kind or nature whatsoever at no cost 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 Animal Control 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. COUNTY shall designate those persons it desires to be commissioned by CITY'S Chief of Police to issue notices of infraction and criminal citations contemplated by this Agreement. COUNTY will provide CITY's Chief of Police with appropriate information to demonstrate the qualifications of the designated person to act under commission of CITY'S Chief of Police. Nothing herein contained shall make any employee of COUNTY an employee of CITY.

The COUNTY Animal Control Director or his/her designee agrees to attend staff meetings as requested by the CITY Manager.

CITY shall supply at its own cost and expense any special supplies or stationary which it requests COUNTY use in providing Animal Control Services.

COUNTY will provide Animal Control Services above and beyond those set forth herein to CITY at cost negotiated between CITY and COUNTY.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2009 and run through 12:00 P.M. December 31, 2009, unless one of the PARTIES provides notice of termination as provided in Sections No. 4 and 9 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

CITY shall pay COUNTY the actual costs for Animal Control Services provided under this Agreement. The cost for Animal Control Services under this Agreement for calendar year 2009 shall be FOURTEEN THOUSAND FIVE HUNDRED AND TWELVE DOLLARS (\$14,512.00) payable in 12 monthly installments. CITY'S cost was arrived at by using the methodology set forth in Attachment "B," attached hereto and incorporated herein by

reference. The methodology contemplates that COUNTY will retain all revenues as outlined in Attachment "B," collected from performing such services.

The PARTIES agree to use the same methodologies contained in Attachment "B" to arrive at the estimated costs for calendar year 2009 Animal Control Services. The PARTIES recognize that the costs will more than likely increase in 2009. For instance, staff may receive salary adjustments by COUNTY and/or the maintenance and operation expenses of the Animal Control Office may increase. These increases or potential decreases will be reflected in the figures used in the methodologies for calculating the CITY'S 2009 estimated costs. Additionally, the methodologies will use the Spokane Animal Control Department Time Study Analysis Report ("Report"). This Report tracks the actual amount of time spent by Animal Control staff on animal control services in CITY and other areas of Spokane County.

CITY will pay for services as outlined, monthly, during the first week of the month. Payments by CITY will be due by the 5th day of the following month. At the sole option of COUNTY, a penalty may be assessed on any late payment by CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool.

SECTION NO. 4: NOTICE

All notices or other communications given hereunder shall be deemed given on: (1) 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 PARTIES at the address set forth below for such Party, or at such other address as 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, Washington 99260

Animal Control Shelter
2521 North Flora Road
Spokane Valley, Washington 99216
Attention: Animal Control Director

CITY: City of Liberty Lake Mayor or his/her authorized representative
22710 E. Country Vista Dr.
Liberty Lake, WA 99019

SECTION NO. 5: 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. 6: ASSIGNMENT

No Party may assign in whole or in part its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 7: LIABILITY

(a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

(d) COUNTY agrees to either self insure or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including for COUNTY professional liability and auto liability coverages.

SECTION NO. 8: 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. 9: MODIFICATION/TERMINATION

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may terminate this Agreement for any reason whatsoever upon a minimum of 180 days written notice to the other PARTIES.

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 set forth in Section No. 3 herein above to the date of termination.

Upon termination, at CITY'S option, COUNTY shall continue to provide Animal Control Services to completion for those criminal/infraction cases filed prior to the effective date of the termination.

SECTION NO. 10: PROPERTY AND EQUIPMENT

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

SECTION NO. 11: 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. 12: DISPUTE RESOLUTION

Any dispute among the PARTIES with respect to the methodologies used to calculate the 2009 costs of Animal Control Services under the terms of this Agreement that cannot be resolved between the PARTIES shall be subject to arbitration.

COUNTY and CITY shall each have the right to designate a person to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on COUNTY and CITY.

The costs of the arbitration panel shall be jointly split between COUNTY and CITY.

The decision of the arbitration panel shall be binding and not subject to judicial review.

SECTION NO. 13: 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 courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 14: 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 in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict 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. 15: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of 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. 16: DESIGNATION OF ADMINISTRATOR

COUNTY appoints the COUNTY Animal Control Director or his/her designee as its agent for the purposes of administering the terms of this Agreement. COUNTY Animal Control Director agrees to meet with CITY on a monthly basis to review the services being provided herein. The Animal Control Director or his/her designee will immediately notify the CITY Manager or his/her designee of any Animal Control emergency within CITY.

SECTION NO. 17: RECORDS

All public records prepared, owned, used or retained by COUNTY and/or Animal Control Department in conjunction with providing Animal Control Services under the terms of this Agreement shall be deemed CITY property and shall be made available to CITY upon request by CITY Manager. COUNTY or Animal Control Department will notify CITY of any public disclosure request under chapter 42.17 RCW for copies or viewing of such records as well as the COUNTY'S response thereto.

SECTION NO. 18: ASSURANCE

COUNTY represent and assure CITY that no other city or town will receive more favored treatment in receipt of Animal Control Services than that made available to CITY for similar services.

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

DATED: January 6, 2009

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



ABSENT

BONNIE MAGAR, Chair

ATTEST:

MARK RICHARD, Vice-Chair

CLERK OF THE BOARD

BY: [Signature]
Daniela Erickson, D. 9-0025

TODD MIELKE

DATED: _____

CITY OF LIBERTY LAKE

By: Wendy VanOrman
WENDY VAN ORMAN, Mayor

Attest: Cindy Smith
City Clerk

Approved as to form only:
[Signature]
Acting City Attorney



This is to Certify this is a true and correct copy of the original document NO. 9-0025 on file in the County Commissioners minutes of 1-6-09 dated this 3rd day of Apr 2009 BY: [Signature] CLERK OF THE BOARD

Animal Control Services

9-0025

Field Services:**All field services are provided during normal hours of operation:***Normal hours of operation- animal control officer on duty:**Monday – Friday 7:00 AM – 6:00 PM & Saturday 10:00 AM – 6:00 PM – except holidays*

- Dog at large complaints
- Cat at large on private property
- Dog barking
- Dog or cat no license
- Dog or cat no rabies vaccination
- Dog threatens person
- Dog threatens domestic animal
- Dog or cat bite
- Injured dog or cat
- Sick dog or cat
- Agency assist
- Abandoned animal
- Animal cruelty
- Dead on arrival dog or cat
- Confined dog or cat
- Trapping dog or cat
- Vicious dog
- Kennel inspections
- Dangerous dog inspections
- Inherently dangerous mammal or reptile inspections
- Other as deemed necessary by the department

Emergency services only after normal hours of operation:

- Injured or sick dog/cat.
- Dog/cat bite – dog/cat is still at large.
- Dog bite – severe dog bite (victim is in hospital and dog will need to be quarantined immediately in the county shelter).
- Vicious or threatening dog – dog threatens persons or domestic animals and is still at large.
- Animal in our humane trap that is making a disturbance or injuring itself.
- Other law enforcement agency requests our assistance when animals are involved.
- Other emergency such as extreme cruelty, pet dying in a hot vehicle, etc.
- Exotic DANGEROUS PET at large (i.e.; cougar, tiger, wolf, bear, etc.).
- Multiple calls on same problem – *animal control officer on call will evaluate and make a determination on whether to respond*

ATTACHMENT "A"

Shelter Services:

Shelter hours:

Monday, Tuesday, Thursday, Friday, and Saturday Noon – 5:30 PM – closed

Wednesday, Sunday and holidays

Full service animal shelter –

- **Housing dog/cat – occasional other animal**
- **Pet license program**
- **After hours animal receiving room**
- **Animal redemptions**
- **Adoption program**
- **Volunteer program**
- **Dog training program**
- **Trapping program**
- **Crematorium on site**

Educational Services:

- **Dog bite prevention program -elementary schools and service workers**
- **School career fair participation**
- **Specialty presentations available upon request**
- **Public service announcements – newspaper, radio, television**
- **Community outreach – fair booth, license clinics, special events, etc.**
- **Website**

Spokane County Regional Animal Protection Service

ATTACHMENT "B"

2521 N. Flora Rd.
 Spokane, WA 99216
 Nancy Hill - Director
 509.477.1967
 email: nhill@spokanecounty.org

9-0025

Preliminary 2009 Contract Estimate

City of Liberty Lake

* Preliminary Salary & Benefits

* Preliminary M&O

Indirect Rate 24.71% applied to Preliminary Salary & Benefits

Data Conversion Cost (one time)

Minus projected revenue for 2009

(based on Liberty Lake 2007 actuals)

Cost of Animal Protection Services

\$14,512 Due in 12 monthly installments of \$1209.33

\$907,609
 \$212,953
\$224,270
 \$1,344,832 X 1.46% =

\$19,634.55
 \$800.00
 (\$5,923.00)
\$14,511.55

Spokane County Regional Animal Protection Service estimates spending 1.46% of it's services within the boundaries of the City of Liberty Lake based on a mock time study - data provided by the City of Liberty Lake and SCRAPS 2007 time study.

The cost to the City of Liberty Lake is based on estimated expenses offset by projected revenues (provided by the City of Liberty Lake).

* Based on 2009 preliminary budget.