

**INTERLOCAL AGREEMENT BETWEEN
SKAGIT COUNTY AND THE TOWN OF CONCRETE
RELATING TO LAW ENFORCEMENT SERVICES
(FOR THE YEARS 2017, 2018 & 2019)**

THIS AGREEMENT, entered into the 21 day of Febmury, ~~2016~~²⁰¹⁷ by the County of Skagit, a political subdivision of the state of Washington, (hereinafter referred to as the "COUNTY") and the Town of Concrete, a fourth class municipal corporation of the state of Washington, (hereinafter referred to as the "TOWN");

WITNESS THAT:

WHEREAS, TOWN is entirely within COUNTY; and

WHEREAS, the TOWN possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the COUNTY, through the Skagit County SHERIFF'S Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the citizens of Skagit County; and

WHEREAS, the COUNTY has the power and legal authority to extend those law enforcement services into the TOWN; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

WHEREAS, the TOWN desires to enter into an agreement with the COUNTY whereby the COUNTY, through the SHERIFF, will provide quality law enforcement services to the TOWN and its citizens; and

WHEREAS, the COUNTY agrees to render such law enforcement services through the SHERIFF'S Office subject to the terms hereof; and

WHEREAS, the COUNTY and the TOWN have considered the anticipated costs of services and the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes pursuant to RCW 39.34.180;

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1.0 **BASE LEVEL SERVICES.**

The COUNTY will provide within TOWN limits the following law enforcement services, rendering such services at the same level, degree and type as is customarily provided by the COUNTY in the surrounding unincorporated Skagit County (hereinafter referred to as the ZONE) unless otherwise set forth herein. COUNTY will provide the following specific services which are customary to the TOWN: routine patrols of the TOWN, including foot, vehicular patrols, community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance at school events, checking security of businesses, and personal contacts as are customary in a small town. COUNTY will not provide routine animal control and civil ordinance enforcement. During the scheduled "In Town" hours, as defined in Exhibit A, an area which will allow a response time of 10 minutes from the time dispatched.

1.1 **PATROL SERVICES.** Police patrol services shall constitute the first response for the enforcement of state law and selected TOWN criminal ordinances mutually agreed to between the TOWN and the COUNTY. Patrol services shall include reactive patrols to respond to calls for service from residence and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable state traffic codes. The deputies assigned to the region in accordance with the Agreement will provide patrol services to the TOWN during their scheduled work shifts. Up to six TOWN criminal ordinances will be enforced without incurring additional contract charges. The following TOWN criminal ordinances, identified below and as set forth in Exhibit D, will be enforced by the COUNTY:

- a) Ordinance 662,
- b) Ordinance 672, and
- c) Criminal provisions of article III, sections 6.04.450 to .540, of Ordinance 728, including appeals of declarations regarding dangerous and potentially dangerous dogs issued by county personnel.

1.2 **INVESTIGATIVE SERVICES.** Investigative Services shall consist of criminal investigations by detectives investigating all detected and reported crimes which are customarily provided by the county in the surrounding unincorporated portions of Skagit County.

1.3 **SPECIAL SERVICES.** Special services include but are not limited to: Search & Rescue, K-9 patrol, hostage negotiations, High Risk Team (HRT), sex offender registration, community crime prevention.

1.4 **SUPPORT SERVICES.** Support services include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, contract administration, and Detachment support.

1.5 **RECORDS.** Records data entry into the Spillman system and operation of the Spillman system will be performed by the COUNTY.

1.6 **CRIMINAL JUSTICE SUPPLEMENTAL SERVICES.** The COUNTY will provide for all costs and services related to the prosecution, defense and punishment of those accused of crimes and traffic

infractions within the TOWN, including but not limited to jail fees, prosecution and court costs, jury and witness fees, interpreter fees and assigned counsel.

1.7 **EVIDENCE.** Evidence or any Property collected as a result of investigations occurring within the TOWN will be processed in the same manner used for SHERIFF'S Office investigations occurring in the unincorporated portions of the COUNTY. Any evidence or property collected or held by the TOWN prior to the signing of the original contract (October 1, 2004) will be the responsibility of the TOWN. Evidence being held for pending criminal cases will be turned over to the Skagit County Sheriff's Office and held until such time as the case is adjudicated. Once case is adjudicated the property will be processed as any Sheriff's Office property according to state requirements.

2.0 **SUPPLEMENTAL SERVICES**

2.1 The COUNTY will provide, at an additional cost, patrol deputies on a part-time basis as requested by the TOWN; *provided*, the TOWN shall provide advance notice of such requirements for additional deputies not later than thirty (30) days, if possible, prior to the event. Exhibit B, which is attached hereto and incorporated herein by reference, tabulates the current hourly wage and benefits cost for a top step deputy and the current charge for a County vehicle. This section does not apply to those community events and activities in place at the time of the Agreement, including but not limited to the Eagle Festival, Fly-In, Fourth of July and Cascade Days. Staffing beyond the 80-hour per week minimum shall be mutually agreed upon. Additional costs may be incurred by the TOWN.

3.0 **ORGANIZATION**

The COUNTY will provide the services identified in Sections 1 and 2 through the following organization:

3.1 **LIAISON.** Liaison will be provided through a specifically identified Skagit County SHERIFF'S Office Sergeant. The Sergeant will handle the day-to-day operational concerns identified by the TOWN'S Mayor and residents. In addition, the Sergeant will be available to the TOWN during mutually agreed upon days and hours, for activities such as meetings of the council, appropriate community meetings and TOWN staff meetings as needed. As needed, the Sergeant will be available to coordination with the TOWN'S department heads, including fire, wastewater, planning and public works.

3.2 **CHIEF OF POLICE.** The Sergeant will also serve as the TOWN'S Chief of Police, coordinating service delivery, attending Council and other public meetings as requested, preparing budget requests through coordination with the SHERIFF'S Office budget staff, scheduling employees, maintaining integrity of records and evidence, and generally managing law enforcement activities on behalf of the TOWN.

3.3 **ASSIGNED PERSONNEL.** Personnel will be dedicated to the law enforcement needs of the Detachment, including the TOWN. Specifically, the staffing level identified in Exhibit A will be filled by SCSO Deputies on a rotation basis.

3.4 **SHARED OFFICE SPACE.** The COUNTY and the TOWN benefit from the use of a Sheriff's Detachment Office located in the TOWN. The TOWN shall be responsible for all costs associated

with operation of the facility including subsequent utility costs incurred (except long distance charges). The **TOWN** will furnish the office with standard office furniture.

3.5 **ASSIGNMENT OF PERSONNEL.** All full-time employees assigned to the Detachment under this Agreement shall be so assigned for a period of at least three years, unless reassigned due to promotion, transferred to a full-time specialty assignment such as investigations, or at the justified request of the **TOWN** or County, or unless the employee resigns, retires or is terminated.

4.0 **REPORTING**

4.1 **REPORTING DISTRICTS.** Reporting Districts that are coterminous with **TOWN** boundaries will be maintained to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

4.2 **SIGNIFICANT OCCURRENCE.** The Mayor will be promptly notified in the event of a significant criminal occurrence or other major event within **TOWN**.

4.3 **PERIODIC REPORTS.** COUNTY will provide monthly reports on criminal and traffic activity within **TOWN** limits and on law enforcement services provided. Services provided shall be grouped by major category of service as listed in Sections 1 and 2 above.

4.4 **MEDIA RELEASES.** News releases concerning a major crime investigation conducted by the SHERIFF'S Office pursuant to this Agreement will be prepared by the SHERIFF'S Office Public Information Officer and a copy will be sent to the Sergeant and the Mayor or the Mayor's designee. Media releases concerning law enforcement activities by the deputies assigned to the region under this Agreement will be prepared by the SHERIFF'S Office Public Information Officer. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be prepared by the SHERIFF'S Office Public Information Officer and shall be provided to the Mayor or the Mayor's designee before its release. **TOWN** shall not issue any media releases regarding criminal investigations conducted pursuant to this Agreement without prior approval of the SHERIFF'S Office.

5.0 **PERSONNEL AND EQUIPMENT**

5.1 The COUNTY is not acting as an agent of the **TOWN**, but is acting as an independent contractor so that:

5.1.1 Control of personnel (except for operational assignments as set forth herein), standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY;

5.2. All persons rendering services shall be for all purposes employees of the COUNTY.

5.3 All equipment paid for by the **TOWN** remains the property of the **TOWN**. All equipment paid for by the COUNTY remains the property of the COUNTY.

6.0 **PERFORMANCE REVIEW SCHEDULE**

6.1 The SHERIFF or the SHERIFF'S designee shall meet with the TOWN in March and September of each year or sooner if required, to discuss performance under this Agreement. The SHERIFF or the SHERIFF'S designee will provide summaries of activity and budget updates at these meetings. The TOWN shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

7.0 COMPENSATION BASE LEVEL SERVICES

7.1 **CONTRACT AMOUNT.** During the term of the Agreement and in consideration for the base level services provided by the COUNTY as set forth herein, TOWN promises to pay COUNTY a quarterly sum equal to one-quarter the average yearly cost determined according to Exhibit C, which is attached hereto and incorporated herein by reference. In addition to the amounts listed in Exhibit C, TOWN agrees to contribute its share of revenues derived from the County's Sales and Use Tax Measure pursuant to RCW 82.14.450.

7.2 **BILLING.** The TOWN will be billed in equal quarterly amounts for services rendered. The payments are due within 30 days after invoicing by the COUNTY. In the event sales tax revenues cannot be paid directly to County from the Washington State Department of Revenue, Town will promptly remit its additional sales tax revenue upon receipt to County. Payment shall be made to:

Skagit County Sheriff's Office
Accounting
600 S. 3rd St. Rm. 100
Mount Vernon, WA 98273

7.3 **NOTIFICATION OF ADJUSTMENT/ANNUAL REVIEW.** The cost for contract services during the term of this Agreement is set forth in Exhibit C. Beginning September 15, 2018, and each year thereafter for the duration of this Agreement and any extension thereof, the COUNTY shall notify the TOWN of the projected costs for the calendar year and after the last year of this Agreement. The Parties may then, by written agreement, extend this Agreement for an additional year utilizing that cost estimate. The COUNTY shall confer with the TOWN concerning the projected costs and services. The intent of this provision is to allow for uninterrupted delivery of service by the COUNTY to the TOWN at a cost agreed upon in advance.

8.0 TOWN RESPONSIBILITIES

In support of the COUNTY providing the services described in Section 1 and 2 above, the TOWN promises:

8.1 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the TOWN.

8.2 To provide office space as described in section 3.4 above.

9.0 DURATION

This Agreement will become effective 12:01 a.m., January 1, 2017, provided the Agreement has been duly authorized and signed by both parties. If authorized and signed thereafter by both parties, it shall become effective on a date of the affixing hereto of the last signature. This Agreement shall expire at 11:59 p.m., December 31, 2019, unless extended.

10.0 TERMINATION PROCESS

Either party may initiate a process to terminate this Agreement as follows:

10.1 The provisions of RCW 39.34.180 notwithstanding, either party desiring to terminate this Agreement shall provide written notice to the other party twelve months prior to the effective date of termination.

10.2 Upon receipt of such notice, the parties agree to commence work on and to complete within 120 days a transition plan providing for an orderly transition of responsibilities from the COUNTY to the TOWN over a minimum time frame of twelve months, including the 120 days to complete the transition plan. The transition plan shall identify and address personnel, capital equipment, workload, and other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

10.3 Should the TOWN or COUNTY terminate this contract, the COUNTY has the option to remain in the TOWN's office space until January 1, 2020, without being charged rent. The COUNTY will cover all utility costs including, heat, electricity, phone, sewer and water.

11.0 NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail to the following:

Any notice to the COUNTY shall be sent or delivered to:

Skagit County Sheriff's Office
Accounting
600 S. 3rd St. Rm. 100
Mount Vernon, WA 98273

Any notice to the TOWN OF CONCRETE shall be sent or delivered to:

Town of Concrete
PO Box 39
Concrete WA 98237

12.0 INDEMNIFICATION

12.1 The COUNTY shall protect, save harmless, indemnify and defend, the TOWN, its elected

and appointed officials, officers, employees and agents, from any and all loss or claim for damages of any nature whatsoever resulting from any act or omission in the performance of this Agreement by the COUNTY, its elected or appointed officials, officers, employees, or agents. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the TOWN from any liability or responsibility that arises in whole or in part from the existence or effect of TOWN ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding excluding any challenge raised in the defense of a criminal prosecution or appeal thereof is commenced in which the enforceability and/or validity of any such TOWN ordinance, rule or regulation is at issue, the TOWN shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the TOWN, the COUNTY, or both, the TOWN shall satisfy the same, including all chargeable costs and attorney's fees.

12.2 The TOWN shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the performance of this Agreement and based on the act or omission of a TOWN employee, elected official or agent, including claims by the TOWN'S employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

12.3 INDUSTRIAL INSURANCE ACT IMMUNITY WAIVER

Each party hereby waives its immunity under the Washington Industrial Insurance Act solely for the purpose of indemnifying the other party for claims made by employees of the indemnifying party. This provision is intended solely to augment the indemnity provisions herein and shall not accrue to the benefit of any third person. It shall not be construed in any manner to waive either party's immunity against a claim by an employee against an employer.

13.0 AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the TOWN during the term of this Agreement and for a period of three (3) years after termination.

14.0 AMENDMENTS

This Agreement may be amended at any time by mutual written agreement of the parties.

15.0 CONTRACT ADMINISTRATION

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet in March and September of each year as described in Section 6.0. Either party may call additional meetings with ten (10) days' prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the TOWN Mayor and the County SHERIFF for settlement.

16.0 NO THIRD PARTY BENEFICIARY

The COUNTY and the TOWN agree that this Agreement shall not confer third- party beneficiary status on any non-party, including the citizens of either the COUNTY or the TOWN.

17.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

18.0 DISPUTE RESOLUTION

The parties recognize that their constituents are best served by good faith cooperation by the parties in carrying out this agreement. The parties are also fully aware of their respective right to demand arbitration pursuant to RCW 39.34.180(3). In the event of a dispute concerning this Agreement, the parties will first attempt resolution through good faith negotiations, utilizing a mediator, if both agree. Either party may invoke negotiation by giving written notice of a dispute to the other party setting forth in sufficient detail the nature of the dispute. If the parties cannot resolve the dispute within thirty (30) days of such notice, either party may demand binding arbitration. The arbitrator shall be, if possible, current or former law enforcement professional with department head experience. The costs and fees of the arbitrator shall be borne 50/50 by the parties. The prevailing party in any arbitration or suit shall receive its attorney fees and costs, including those incurred on appeal. Any arbitration award may be confirmed, modified or vacated pursuant only to the provisions of RCW 7.04.150 - .180 now or as hereafter amended. Either party may bring an action in Skagit County Superior Court to compel arbitration or to enforce an arbitrator's award/decision. The parties hereby waive any rights to demand arbitration pursuant to RCW 39.34.180(3) and hereby substitute the foregoing arbitration provision to the extent not inconsistent with Section 11.1 of this agreement.

19.0 VENUE

The laws of the state of Washington shall be applicable to the construction and enforcement of this Agreement. An action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Skagit County, Washington.

20.0 ENTIRE AGREEMENT. WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the COUNTY, which shall be attached to the original Agreement.

21.0 SEVERABILITY

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

22.0 DISPOSITION OF EARLIER AGREEMENT

The interlocal agreement recorded under Skagit County Auditor's file number 200712270066 and Contract #C20070705 between the parties ("First Agreement") are replaced hereby and said First Agreement is hereby terminated effective on the commencement date hereof, provided that the remedies and other provisions in the First Agreement, which by their terms should continue to survive to protect the interests of the Parties, shall survive to the extent permitted by applicable statutes of limitations and statutes of repose.

23.0 ATTACHMENTS


The following attachments are incorporated by reference as if set forth in full in the body of this interlocal agreement.

- Exhibit A: Scheduled "In TOWN" Hours
- Exhibit B: Compensation for additional officers and equipment
- Exhibit C: Compensation-Base Service
- Exhibit D: Identified TOWN ordinances

TOWN OF CONCRETE


DATED: 12/12/16

TOWN OF CONCRETE
SKAGIT COUNTY, WASHINGTON



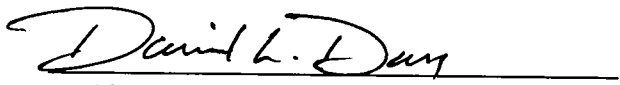
Jason Miller, Mayor

ATTEST:



Andrea Fichter, Clerk-Treasurer

APPROVED AS TO FORM:



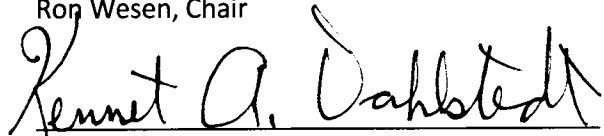
David Day, Town Attorney

DATED this 21 day of February, ~~2013~~ 2017

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

ABSENT

Ron Wesen, Chair



Kenneth A. Dahlstedt, Commissioner



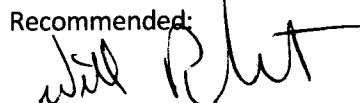
Lisa Janicki, Commissioner

Attest:


Clerk of the Board


For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:



Department Head

County Administrator

Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

EXHIBIT A

SCHEDULED "In TOWN" HOURS:

Regular 24 hours a day, 7 days a week coverage will be the same as customarily provided by the county in the surrounding unincorporated portions of Skagit County.

Specifically, a minimum of 80 hours per week, within an area that will allow a response time of 10 minutes from the time dispatched which is identified as follows:

AREA IDENTIFIED AS "10 MIN. RESPONSE AREA"

1. West/Northside of River (Highway 20 and Healy Rd.)
Southside of River (South Skagit Hwy and Pressentine Dr.)
2. East/Northside of River (Highway 20 and Hwy. 530)
Southside of River (Intersection of Concrete-Sauk Valley Road and Forest Service Rd. 171 Upper Finney)
3. South (Highway 530 and M.P. 63)
4. North (Baker Lake Rd and Burpee Hill)

EXHIBIT B

COMPENSATION FOR ADDITIONAL OFFICERS AND EQUIPMENT

COUNTY will provide at additional cost patrol deputies and related equipment as requested by TOWN at a total cost per hour at the current hourly overtime rate in effect at the time of service.

EXHIBIT C

COMPENSATION-BASE SERVICE

In consideration for the base level of services provided by COUNTY, TOWN promises to pay COUNTY, in addition to the sales tax revenues set forth in paragraph 7.1 of this Agreement, the calendar year contract rates set forth below on a quarterly basis through the term hereof:

2017: Two hundred and sixty six thousand and six hundred fifty dollars (\$266,650.00) for the calendar year of 2017. Payment shall be made in the amount of sixty six thousand and six hundred sixty two dollars and fifty cents (66,662.50) paid quarterly on March 31, 2017, June 30, 2017, September 30, 2017, and December 31, 2017.

2018: Two hundred and seventy four thousand and six hundred fifty dollars (\$274,650.00) for the calendar year 2018. Payment shall be made in the amount of sixty eight thousand six hundred and sixty two dollars and fifty cents (\$68,662.50) paid quarterly on March 31, 2018, June 30, 2018, September 30, 2018, and December 31, 2018.

2019: Two hundred and eighty two thousand eight hundred and eighty nine dollars (\$282,889.00) for the calendar year 2019. Payment shall be made in the amount of seventy thousand seven hundred and twenty two dollars and twenty five cents (\$70,722.25) paid quarterly on March 31, 2019, June 30, 2019, September 30, 2019, and December 31, 2019.

EXHIBIT D

ORDINANCE No. 672

**AN ORDINANCE AMENDING, ADDING AND REPEALING SECTIONS OF
THE
CONCRETE MUNICIPAL CODE 9.24**

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CONCRETE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 9.24 is amended to read as follows:

9.24.010 Repealed

9.24.020 Repealed

9.24.030 Definitions

9.24.040 Discharge of firearms or dangerous weapons prohibited

9.24.050 Violation deemed misdemeanor.

9.24.030 Definitions

For the purpose of this chapter, the following definitions shall apply:

A. "Dangerous Weapon" includes, but is not limited to mean, any weapon or device capable of propelling a missile through the force of compressed air or gas, or through the contraction of any elastic band or spring, or similar device, and includes compressed air rifles, slingshots, bow and arrow, or any similar device, provided however that the term shall not include firearms as defined herein and/or as defined in RCW 9.41.010 as the same now exists or may hereafter be emended.

B. "Firearm" includes, but is not limited to mean, any weapon or device capable of propelling a missile through the force of combustion or explosion of gunpowder or similar substance.

9.24.040 Discharge of firearms or dangerous weapons prohibited

It is unlawful for any person to fire, shoot or discharge any firearm or dangerous weapon within the town limits of the town of Concrete; provided, that this prohibition does not apply to the discharge of firearms by law enforcement officers engaged in the performance of their official powers of duties.

This section shall not abridge the right of the individual guaranteed by Article I, section 24 of the State Constitution to bear arms in defense of self or others or the rights guaranteed under RCW.

The Skagit County Sheriff is specifically authorized and empowered to enforce any section of this ordinance in Skagit County District Court.

9.24.050 Violation deemed misdemeanor.

Any person violating any of the provisions of this chapter shall be guilty of a gross misdemeanor and the weapon used in the violation may be confiscated and shall only be returned by order of the court having jurisdiction.

Any person convicted for violating any provisions of the chapter shall be punished by a fine of \$500.00 for the first offense; \$1,000.00 for the second offense; and \$2,000.00 for each offense thereafter; together with a jail sentence as the Court shall provide.

Severability:

Should any Section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Council of the Town of Concrete that it would have passed all other portions of this Ordinance hereby adopted independent of that word determined to be invalid and accordingly such declaration of invalidity shall not affect the validity of this Chapter as a whole nor any part hereof other than the part so declared to be invalid.

ORDINANCE No. 662

**AN ORDINANCE ADDING
CONCRETE MUNICIPAL CODE CHAPTER &14**

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CONCRETE, WASHINGTON, DO ORDAIN AS FOLLOWS:

PUBLIC PARKS

- 8.14.010 Hours of Operation
- 8.14.020 Rules For Use
- 8.14.030 Penalties

Section 8.14.010 is added to read as follows:

Except as otherwise provided herein all public parks within the Town of Concrete, including the vehicle parking areas within said parks, shall be closed to the general public between the hours of 11:00 p.m. and 6:00 a.m. of the following day, and no person except for an authorized employee of the Town of Concrete, and any on-duty and commissioned law enforcement officer, shall be in any city park during the hours of closure.

The hours of operation of a public park as set forth in may be extended by issuance of a special permit from the Town or by Resolution for special events conducted by or under the auspices of the Town.

Section 8.14.020 is added to read as follows:

It is unlawful for any person, except for Town employees and other Town-authorized persons in the performance of their duties, or pursuant to a special use permit issued by the Town, to violate any of the following rules and regulations, which shall apply to all public parks throughout the Town of Concrete:

1. There shall be no motor vehicle allowed outside designated parking areas.
2. There shall be no possession of firearms in the park, including air rifles and pellet guns.
3. There shall be no destruction of vegetation and no golfing.
4. There shall be no unauthorized burning.
5. There shall be no consumption or possession of alcoholic beverages.
6. There shall be no unauthorized dumping of trash, litter or garbage brought into the public park.

All waste material and garbage from park activities must be deposited in refuse cans where provided by the Town or such refuse must be removed from the park. The dumpsters and trash receptacles provided at the park are for use by park patrons only.

7. All pets must be in compliance with existing leash laws, and all animal refuse must be cleaned up by the owner of the animal.

8. There shall be no loud noises generated by mechanical or electrical means other than as permitted by the Town.

9. There shall be no flying of remote control aircraft except as authorized at Mears Field.

10. There shall be no use of roller blades, roller skates, skateboards or similar hard wheeled devices except at areas designated for such use.

11. There shall be no horse, mule, pony or similar riding animal allowed in any city park.

Section 8.14.030 is added to read as follows:

Any person who violates any of the provisions of this section shall be guilty of a civil infraction, and upon conviction thereof shall be punished by a fine of up to \$250.00. The Skagit County Sheriff is specifically authorized and empowered to enforce this ordinance in Skagit County District Court.

Severability:

Should any Section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Council of the Town of Concrete that it would have passed all other portions of this Ordinance hereby adopted independent of that word determined to be invalid and accordingly such declaration of invalidity shall not affect the validity of this Chapter as a whole nor any part hereof other than the part so declared to be invalid.

ORDINANCE No. 728

**AN ORDINANCE OF THE TOWN OF CONCRETE,
AMENDING AND REPEALING CERTAIN SECTIONS OF
CONCRETE MUNICIPAL CODE TITLE 6**

WHEREAS, the Town of Concrete has experienced an increase of reports of dogs at large and such dogs threatening the citizens and visitors of the Town, and

WHEREAS, the Town previously enacted Ordinances providing for the detention of dogs which are dangerous to the populace, and

WHEREAS, the State Laws pertaining to dangerous dogs have undergone substantial amendments, and

WHEREAS, the Town of Concrete now contracts with the Skagit County Sheriff for enforcement of State Law and certain Town Ordinances, and

WHEREAS, it is necessary for the protection of the citizens of the Town of Concrete and the general preservation of public peace and safety,

WHEREAS, CMC sections 6.04.110, 6.04.120, 6.01.200, 6.04.210, 6.04.220, 6.04.230 are hereby repealed and CMC section 6.04 Article III is added,

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CONCRETE, WASHINGTON DO ORDAIN AS FOLLOWS:

**TITLE 6
ANIMALS**

**Chapter 6.04
Animal Regulations**

Chapters:

6.04 Dog Licensing, Regulations, Potentially Dangerous Dogs and Dangerous Dogs

6.08 Domestic Animals

6.12 Fowl

Sections:

**Ordinance #728
CMC 6.04 Animal Regulations**

6.04.010 Purpose.
6.04.020 Definitions
6.04.030 License Required.

- 6.04.040 License Application.
- 6.04.050 License Expirations.
- 6.04.060 License Fee.
- 6.04.070 Tag Required.
- 6.04.080 Lost Dog.
- 6.04.090 At Large — Without a License
- 6.04.100 Entering Places Where Food Is Stored, Served, Or Prepared.
- 6.04.110 *Repealed*
- 6.04.120 *Repealed*
- 6.04.130 Barking Dog.
- 6.04.140 At Large — General.
- 6.04.150 Impounding Of Offending Animals.
- 6.04.160 Impoundment — Registry — Notice.
- 6.04.170 Impoundment — Redemption — Costs.
- 6.04.180 Impoundment — Redemption — Destruction.
- 6.04.190 Disposition Of Proceeds From Sale Of Impounded Animals.
- 6.04.200 *Repealed.*
- 6.04.210 *Repealed.*
- 6.04.220 *Repealed.*
- 6.04.230 *Repealed.*
- 6.04.240 Impoundment — Conditions Upon Release.
- 6.04.250 Dog Chasing Vehicles.
- 6.04.260 Injuring With Vehicle
- 6.04.270 Suitable Shelter and Food
- 6.04.280 Arrest of Animal.
- 6.04.290 Harboring Animal in Violation of Article
- 6.04.300 Hot Pursuit — Entry of Owner's Premises
- 6.04.310 Care of Impounded Animals
- 6.04.320 Impoundment — Retention Time
- 6.04.330 *Repealed*
- 6.04.340 *Repealed*
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Article II. Livestock and Other Animals.

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Article III. Potentially Dangerous or Dangerous Dogs

- 6.04.450 Declaration of Potentially Dangerous or Dangerous Dogs

6.04.460	Registration of Potentially Dangerous and Dangerous Dogs
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Article I. Dogs

6.04.010 Purpose

An order for the purpose of regulating the keeping of animals within the Town of Concrete. The fees, charges, and penalties collected hereunder shall be budgeted to defray, in whole or part, the expense of such regulations.

6.04.020 Definitions

As used in all articles, unless the context otherwise indicates, the following words and terms shall mean:

- 1) "Animal" means both the male and female dog, natural or sterilized
- 2) "Dog" means male and female, natural or sterilized.
- 3) "Vicious Animal" means any animals either male or female whose temperament or habits create a danger of injury to persons or other animals or create a reasonable apprehension of injury to persons or other animals.
- 4) "Predatory Animal" means any dog of either sex whose actions or habits customarily defile, despoil, or damage property of others.
- 5) "Dangerous Dog" means any dog that:
 - a) Inflicts severe injury on a human without provocation on public or private property
 - b) Kills any domestic animal or livestock without provocation while off the owner's property
 - c) Has been previously found to be potentially dangerous, the owner having received notice of such, and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals, or bites domestic animals
 - d) Has been previously declared a dangerous dog in any other county, state or foreign country.
- 6) "Potentially Dangerous Dog" means
 - a) Any dog that when unprovoked
 - i) Bites a human on public or private property
 - ii) Chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack
 - iii) Bites a domestic animal or livestock, excluding poultry, while off the owner's property
 - b) Any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to cause injury or otherwise to threaten the safety of humans or domestic animals or big game animals.
 - c) Any dog that chases or approaches a person upon private property other than the owner's

- in a menacing fashion or apparent attitude of attack
- d) Any dog that has been previously declared a potentially dangerous dog in any other county, state or foreign country.
- 7) "Domestic Animal" means a dog or cat kept as a pet.
 - 8) "Severe Injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.
 - 9) "Owner" or "Keeper" means any person, association or corporation owning, keeping or harboring an animal.
 - 10) "Dog at Large" means any animal not confined to the premises of its owner unless restrained by a leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a person over 12 years of age, or which enters upon public property or rights-of-way or upon land of another person without authorization of that person. A dog within an automobile or other vehicle of its shall be deemed to be upon the owners' property.
 - 11) "Barking Dog" means any dog which by frequent or habitual howling, yelping, or barking annoys or disturbs other persons in the vicinity.
 - 12) "Leash" means a cord, thong or chain by which an animal is controlled by the person accompanying it.
 - 13) "Harboring" means the occupant of any premises on which an animal remains or to which it customarily returns daily for food and care for a period of 10 days is presumed to be harboring or keeping the animal within the meaning of these articles.
 - 14) "Officer", "Official", "Code Enforcement Officer", "Skagit County Sheriff" or "Animal Control Authority" means any person designated by the mayor of the town to issue licenses, pick up, restrain, impound, sell, dispose, give notice, enforce this chapter or to do any other acts, duties or functions prescribed by these articles and the laws of the State of Washington, relating to the shelter and welfare and regulations of the animals regulated by this chapter.
 - 15) "License" except as referred to in CMC 6.04.030, means the dog license issued by the town under these articles.
 - 16) "Kennel" means any place, other than a veterinary hospital, where three or more dogs are kept, or where one or more female dogs are kept for breeding, and the offspring thereof are sold for profit or given away, or where such animals are received for cared and boarding.
 - 17) "Public Emergency" means any situation which in the opinion of the mayor or his designee warrants the restraint and confinement of animals within the premises of the owner or keeper.
 - 18) "Pound" means a place operated and owned by the town for the restraint and care of animals.
 - 19) "Spayed Female" means a female dog which has been sterilized by a licensed veterinarian to avoid or prevent conception. Proof of such sterilization must be evidenced by the certificate of a licensed veterinarian.
 - 20) "Restraint" means an animal shall be deemed to be under restraint if it is confined within the property limits of the owner or keeper by suitable fence or enclosure or securely restrained within the premises by a leash affixed to a post or other securely fixed object.
 - 21) "Service Animal" means a dog that is individually trained to do work or perform tasks for people with disabilities.
 - 22) "Livestock" means cattle, horses, poultry and similar animals kept for domestic use but not as pets as on a farm or ranch under the provisions listed in CMC 19.15.040(5)

6.04.030 License Required.

It is unlawful to keep or harbor a dog over three months of age within the town unless an animal license has been procured for the animal from the town.

6.04.040 License Application

Application for such license shall be made upon forms provided by the town. The application shall list the name, address and phone number of the owner; the name, breed, color, and sex of the animal owned or harbored by him or her. Such information shall be kept conveniently indexed by the office of the clerk-treasurer together with the number of the license issued.

6.04.050 License Expiration

Each license shall expire each year on the last day of December following the date of issuance thereof.

6.04.060 License Fee

The annual license fee for each dog shall be set by annual resolution of the town council. There shall be a late fee charged on license renewals not renewed by January 31 of each year, said fee to be set by annual resolution of the town council.

6.04.070 Tag Required

Each licensed dog shall be provided by the owner or keeper a suitable collar or harness which shall be worn by the animal at all times. To such collar or harness shall be affixed the tag provided by the town for the current year for which a license has been purchased. Such a license or tag shall be so affixed as to hang and be discernible to a person of normal vision at not less than 10 feet. The license tag shall be stamped with the numbers issued for that year for that particular animal. It is unlawful for any person other than the owner, his agent or a town official to remove the license tag from the dog.

6.04.080 Lost Tag

Any owner or keeper of a licensed animal whose current license tag has been lost may obtain a replacement tag, prior to the impounding of such animals, by payment of a fee set by annual resolution of the town council. Any animal licensed for the current year, which may be impounded while running at large without a tag, may be redeemed upon payment of the pickup, impounding fees as well as costs for feeding and care of such animal, such fees are set by annual resolution of the town council

6.04.090 At Large — Without License

It is unlawful for the owner or keeper to permit an animal to run at large within the town at any time as provided by these articles. Any animal caught running at large within the town limits of the town of Concrete may be impounded and/or transported to the Skagit County Humane Society at the owner of said animal's expense. If impounded by the town all fees associated with the impoundment, feed, care and a current license (if applicable) must be paid in full prior to the release of the animal.

6.04.100 Entering Places Where Food is Stored, Served or Prepared

It is unlawful for the owner or keeper of an animal to permit the animal to enter a church, market or other place where food is stored, prepared, served or sold to the public or any other public place or hall (except for animal shows or other exhibition purposes, veterinarian hospitals, kennels or places for which the licensing official has issued a permit under provisions of any ordinance of the town) except those animals licensed or determined to be service animals.

6.04.130 Barking Dog

It is unlawful for the owner or keeper to harbor or permit a barking dog, whose barking is audible and bothersome to persons on adjacent property.

6.04.140 At Large — General

It is unlawful for the owners, keeper, custodian or person having charge of any dog to allow such dog to run at large within the town limits.

6.04.150 Impounding of Offending Animals

It shall be the duty of such town employees as shall be designated for that purpose by the mayor, or the employees of any authorized agency designated by the mayor with the approval of the town council, to take up and impound any animals found in the town in violation of any of the provisions of these articles.

6.04.160 Impoundment — Registry — Notice

The Animal Control Authority or his or her duly appointed agent, shall immediately upon impounding of any animal make a complete registry, entering the breed, color and sex of such animals and whether said animal is licensed, if known, and if licensed, he or she shall enter the name and address of the owner and number of the license tag is known.

- (1) When any licensed animal shall be impounded, the Animal Control Authority shall forthwith give notice by mail or by telephone if the owner be within the town limits to the owner of such licensed dog informing such owner of the impounding of his or her dog and the reason thereof.

- (2) When any dog not bearing a collar or harness to which is attached a license shall be impounded, the Animal Control Authority shall give notice within 24 hours of such impounding by posting notice giving the breed, color, sex, and other identifying characteristics of such impounded animal together with the date and place of apprehension thereof. Such notice shall be posted at Town Hall and at such other public place as shall be provided for such notices.

6.04.170 Impoundment — Redemption — Costs

For every animal taken in and impounded as provided for in this article, there shall be paid to the town, for the use of the town, by any person desiring to redeem such animal, the total of the following fees:

- (1) A pickup fee and impounding fee set by annual resolution of the town council or such other sums that are designated from time to time by the town council.
- (2) If no license has been issued for the current year, an annual license fee, or if the tag is lost, the replacement fee.
- (3) Such costs for feeding and care of such animal as shall be set by annual resolution of the town council for the care of the impounded animals; provided, that the payment of fees provided in this section will be exclusive or in addition to any fines or penalties imposed upon the owner upon violation of any provisions of these articles.

6.04.180 Impoundment — Redemption — Destruction

Any animal which has been impounded may be redeemed within 48 hours after being impounded by any person claiming to own or be acting for the owner of such animal and after such 48-hour period, by any person upon payment of the fees and costs as set forth in CMC 6.04.170. If any such animal not be redeemed within 48 hours after being impounded, such animal shall be subject to being destroyed by order of the Animal Control Authority; provided after such 48 hours, by order of the Animal Control Authority (not including Saturdays, Sundays or holidays):

- (1) Such animal may be kept and offered for sale at a price fixed by the Animal Control Authority; or
- (2) Released by the Animal Control Authority to any person who shall pay the fees required by these articles or such portion thereof as the Animal Control Authority may require; or
- (3) The Animal Control Authority may release such animal to any other organization for such other disposition as he may see fit; provided, that no animal shall be given or sold to any person or association for vivisection purposes.

6.04.190 Disposition of Proceeds from Sale of Impounded Animals

The proceeds from the auction or sale of any impounded animals after the expiration of the period of redemption provided in CMC 6.04.180 shall be applied first to the cost of apprehension, license and care of the animal at the rate set in CMC 6.04.170 and the balance of the proceeds shall be deposited with the office of the clerk treasurer to be deposited with the general funds of the town.

6.04.240 Impoundment — Conditions Upon Release

When any animals shall be impounded pursuant to the provisions of these articles, the Animal Control Authority may impose such conditions upon the release of such animal as may be necessary or desirable in order to avoid, forestall or prevent recurrence of the violation leading to the impounding of such animal and no animal shall be redeemed by the owner or other persons except in compliance with and subject to conditions which may include undertaking to keep such animal outside the town, undertaking to pay for damages done by such animal, undertaking to control such animal within specified limits, or any other conditions which may be appropriate and reasonable to avoid recurrence of the condition leading to such impounding.

6.04.250 Dog Chasing Vehicles

Any dog chasing cars, motorcycles, bicycles or any other vehicles may be declared a nuisance upon written statement of two or more persons having observed such animal in action.

6.04.260 Injuring with Vehicle

No person shall willfully injure, beat, abuse, or run down any animal with a vehicle. Any person who kills or injures an animal while driving a vehicle shall stop at the scene of the accident and render such assistance as practicable, shall make a reasonable effort to locate and identify himself to the owner or to any person having custody of the dog and shall report the accident immediately to law enforcement or to the town.

6.04.270 Suitable Shelter and Food

It is unlawful for any person to keep or harbor an animal within the town without providing a suitable dry place for the housing thereof or to fail to provide a suitable amount of wholesome food and clean water for the nutrition and comfort thereof or confined, or to which it customarily returns, for more than 24 hours without providing for the feeding and care of such animal in the absence of such person.

6.04.280 Arrest of Animal

The town of Concrete by its properly constituted officers shall arrest any animal:

- (1) Found to be at large or harbored under circumstances constituting a violation of these articles; or
- (2) Damaging property of a person other than the owner of such dog, except in the defense of the property of or members of the owner's household; or
- (3) Causing bodily harm to any person; or
- (4) Acting in such a manner as to cause reasonable apprehension of such harm to person or animals not within or upon the premises of such dog's owner. Such animal may also be taken into custody by any person who observes such violation. Such person shall promptly call the town official, or report the circumstances leading to such a seizure and deliver or tender possession of such animal to the town for impounding.

6.04.290 Harboring Animal in Violation of Articles

Any person, including the owner or a member of his or her family, who shall give refuge to or who shall fail or refuse to deliver possession of an animal to the Animal Control Authority who was in pursuit of the animal seen violating any provision of these articles may be subject to a fine not to exceed \$250.00.

6.04.300 Hot Pursuit — Entry of Owner's Premises

An officer or other Animal Control Authority, in hot pursuit of an animal known to be vicious, or reasonably suspected of being dangerous to persons other than wrongful trespassers upon his or hers owners premises, may enter the premises of the owner and demand possession of such animal, and if, after request therefore, the owner or keeper of the animals, over 16 years of age, shall refuse to deliver the animal to the officer or Animal Control Authority and the officer or Animal Control Authority cannot with reasonable safety⁶ catch the animal, he or she may cause it to be killed; provided, such officer or Animal Control Authority shall not enter the abode of the owner with a warrant therefore.

6.04.310 Care of Impounded Animals

All animals arrested and impounded shall be given humane care and properly fed during such detention. Reasonable effort shall be exerted to segregate such animals as to size, condition and temperament so that the timid, sick, weak or injured animals will not suffer from the actions of others.

6.04.320 Impoundment — Retention Time

Except in those cases in which the animal is being redeemed or returned to the owner or person having the lawful right thereto, all impounded animals shall be retained for not than 48 hours, after which time of giving notice of such impounding unless the animal is sick or injured and a sooner disposal is deemed by the Animal Control Authority to be the proper course to be taken. The Animal Control Authority shall retain impounded animals beyond the 48-hour minimum requirement, if, in his opinion, the animal is of sufficient value and attraction that the continued care and expense is warranted pending the sale or disposal of such animal.

6.04.360 Penalties

Any person found guilty of violating any terms of these articles for which no other penalty is expressly provided herein may be fined in any sum not to exceed \$250.00, for each offense; provided, however, that any person convicted of enumerated acts may be guilty of a misdemeanor and punished by the appropriate fine only.

Article II. Livestock and Other Animals

6.04.370 Driving, Leading or Riding Horses and Cattle

It is unlawful for any person, firm or corporation to drive, lead, or ride any horse or cattle within the town limits in a manner that might endanger persons or property, including but not limited to specific public land, town streets, roads and or alleys.

6.04.380 Horses on Specified Lands, Streets, Roads and/or Streets

It is unlawful for any person, firm, or corporation to drive, lead, or ride nay horse or horses upon any portion of specified public lands, streets, roads, and/or alleys other than the regularly traveled portions thereof.

6.04.390 Power to Restrict

The town council shall have the power to designate specified public lands, streets, roads, and/or alleys where no horse, horses or cattle shall be allowed to be kept, driven, led, or ridden except as authorized by the town council.

6.04.400 Maintaining Offensive Conditions — At Large

It is unlawful for any person, firm, or corporation to maintain any stable, pen, lot, place, or premises in which any horses, cattle, hogs, sheep, goats, mink, fox, chinchilla, or other animals, or

in which any chickens, ducks, or other fowl or poultry may be confined or kept in such a manner as to be nauseous, foul, or offensive to any community neighbor, family, or person, or allow such animals to roam at large within the town limits.

6.04.410 Violation a Public Nuisance

The keeping, driving, leading, or riding of animals in violation of these articles shall constitute a public nuisance and the designated Animal Control Authority shall have the authority to enter all necessary orders to restrict or remove the animals from the town so that the nuisance shall be abated in addition to the penalties prescribed in CMC 6.04.240.

6.04.420 Penalty for Violation

Any person, firm, or corporation violating any provisions of this article may be punished by a fine not to exceed \$250.00

6.04.430 Cruelty to Animals

It is unlawful for any person to poison any animal, animals, or livestock or to distribute poison in any manner whatsoever with the intent or for the purpose of poisoning any animal within the town limits.

6.04.440 Cruelty by Abandonment

No owner shall fail to provide his animal or livestock with sufficient veterinary care when needed to prevent suffering and with human care and treatment. No person will beat, cruelly treat, torment, overload, overwork, or otherwise abuse any animal, or cause or permit any dog fight, cockfight, bull fight or other conflict between animals and humans. No owner of any animal or livestock shall abandon any animal or livestock.

Article III. Dangerous Dogs or Potentially Dangerous Dogs

6.04.450 Declaration of Potentially Dangerous Dogs or Dangerous Dogs

- 1) The Animal Control Authority or Animal Control Officer may issue a notice of intent to declare a dog potentially dangerous or dangerous if there is probable cause to believe that the dog falls within the definitions. The notice of intent must be based:
 - a) The written complaint of a citizen who is willing to testify that the animal has acted in a manner which causes it to fall within the certain definition;
 - b) Dog bite reports filed with the Animal Control Authority as required by local or state laws;
 - c) Actions of the dog witnessed by any Animal Control Officer or law enforcement officer;
 - d) Other substantial evidence, including hearsay if is of a nature that a reasonable and prudent person would rely upon.
- 2) Service:
 - a) Notices and orders issued pursuant to this Section must be in writing and served on the owner in one of the following methods:
 - i) Certified mail, with return receipt requested, and ordinary first class mail to the owner's or keeper's last known address; or

- ii) Personally by an authorized town representative to owner's physical property address; or
 - iii) If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.
 - b) Service is effective on the date the notice is received; or, in the case of certified mail, three days after the notice is mailed; or, in the case of service by publication, 15 days after publication.
 - c) The owner of any dog found to be a potentially dangerous or dangerous dog under this Chapter shall be assessed all service costs expended under this Subsection.
- 3) The notice of intent to declare a dog potentially dangerous or dangerous must include:
- a) A description of the animal;
 - b) The name and address of the owner or keeper of the animal, if known;
 - c) The whereabouts of the animal if it is not in the custody of the owner;
 - d) The facts upon which the declaration is based;
 - e) The restriction placed on the animal as a result of the declaration;
 - f) A reference to the penalties for violation of the restriction, including the possibility of destruction of the animal, and imprisonment or fining of the owner; and
 - g) A statement that the owner is entitled to an opportunity to meet with the Sheriff or Animal Control Authority for the town to give any reasons or information as to why the dog should not be declared potentially dangerous or dangerous and the date, time, and place of the meeting, and that the owner may propose an alternative meeting date and time, but that such meeting must occur within 15 days of the date the notice was served.
- 4) Meeting with Sheriff or Animal Control Authority
- a) If the owner does not attend the scheduled meeting with the Sheriff or Animal Control Authority, the Sheriff or Animal Control Authority may issue an order finding that the dog is potentially dangerous or dangerous and such meeting shall be audio recorded.
 - b) If the owner attends the scheduled meeting with the Sheriff or Animal Control Authority, the owner may offer, orally or in writing any reason or information as to why the dog should not be found potentially dangerous or dangerous.
 - c) After review of the record and the owner's reasons and information, the Sheriff or Animal Control Authority must determine whether a preponderance of the evidence weighs in favor of finding the dog potentially dangerous or dangerous.
 - d) If the Sheriff or Animal Control Authority determines the dog is potentially dangerous or dangerous, the Sheriff or Animal Control Authority must issue a declaration that includes:
 - i) A recital of the authority for the declaration;
 - ii) A concise statement of the facts that support the determination; and
 - iii) The signature of the person who made the determination.
 - e) The Sheriff or the Animal Control Authority determination is final and may only be appealed to the Skagit County District Court, which will review the record made at the meeting to determine whether the declaration is supported by a preponderance of the evidence. Any such appeal must be filed within 20 days of service of the order. Upon notice that an appeal has been filed, the Sheriff or Animal Control Authority must file a certified copy of the record from any such meeting with the District Court. A recording of the meeting will be made available to the person appealing the ruling, who will have the responsibility of transcribing the meeting for the appeal.
- 5) The Sheriff or Animal Control Authority may impound the dog found to be potentially dangerous or dangerous if circumstances require. If the final determination is upheld, the owner must pay impound costs consistent with CMC 6.04.170 and CMC 6.04.180.

6.04.460 Registration of Potentially Dangerous and Dangerous Dogs

- 1) It is unlawful for an owner of a potentially dangerous or dangerous dog to:
 - a) Keep, own, or maintain such a dog in the Town of Concrete without a current certificate of registration issued by the Sheriff, Animal Control Authority or the office of the Town Clerk;
 - b) Move such a dog within or from the Town of Concrete without a certificate of registration and the consent of the Sheriff or Animal Control Authority. The Sheriff or the Animal Control Authority must be informed as to the residence of any such dog at all times.
- 2) The Town Clerk shall not issue a certificate of registration to the owner of a dangerous dog unless the owner presents to the office of the Town Clerk sufficient evidence of:
 - a) A warning sign as required by CMC 6.04.470(2)(a); and
 - b) A secure enclosure consistent with that required by CMC 6.04.470(2)(b), or a declaration that, while on the owner's property, the owner will keep the dangerous dog securely confined indoors; and
 - c) Micro chipping as required by CMC 6.04.470(2)(c)
 - d) Compliance with the insurance requirement of CMC 6.04.470(2)(f)(i) or 6.04.470(2)(g).
- 3) The registration fees are set as follows:
 - a) For each potentially dangerous dog, the initial registration fee is \$100.00, and the annual renewal fee is \$50.00.
 - b) For each dangerous dog, the initial registration fee is \$200.00, and the annual renewal fee is \$100.00
- 4) If a potentially dangerous or dangerous dog is destroyed or dies other than pursuant to CMC 6.04.180 the owner must present sufficient evidence of that fact to the Animal Control Authority. If a potentially dangerous or dangerous dog is sold, given away, or otherwise disposed of, the owner must present verification of the dog's new location to the Animal Control Authority.

6.04.470 Restraint Requirements for Potentially Dangerous or Dangerous Dogs

- 1) An owner of a potentially dangerous dog must:
 - a) Conspicuously display a sign with a warning symbol on any premises where the dog is kept that informs children or other persons of the presence of a potentially dangerous dog;
 - b) While on the owner's property, ensure the dog is restrained by chain, leash, or other suitable confinement to prevent the animal from leaving the owner's property;
 - c) While off the owner's property, ensure the dog is under physical restraint by the owner or other responsible person;
 - d) Ensure the dog wears a bright orange collar bearing the warning "potentially dangerous dog"; and
 - e) Ensure the dog has a microchip implant for permanent identification.
- 2) An owner of a dangerous dog must:
 - a) Conspicuously display a sign with a warning symbol on any premises where the dog is kept that informs children and other persons of the presence of a dangerous dog.
 - b) Ensure the dog is securely confined indoors, or inside a locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping, with secure sides and a secure top, that also provides protection from the elements for the dog;
 - c) Whenever not confined, ensure the dog is securely muzzled, on a leash that is not longer

than six feet in length, and under the control of a person 15 years of age or older who is physically able to control the dog;

- d) Ensure the dog wears a bright orange collar bearing the warning "dangerous dog"
- e) Ensure the dog has a microchip implant for permanent identification; and
- f) Maintain either:
 - i) A surety bond issued by a surety insurer qualified under RCW Chapter 48.28 in a form acceptable to the Sheriff or the Animal Control Authority in the sum of at least \$250,000.00, payable to any person injured by the dangerous dog; or
 - ii) 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 \$250,000.00, insuring the owner for any personal injuries inflicted by the dangerous dog.

6.04.480 Penalties

- 1) A violation of CMC 6.04.470 is a civil infraction; provided, however, that no such civil infraction may be assessed until five days have elapsed from the date such owner is notified by the Sheriff or Animal Control Authority that such a registration or renewal is required.
 - a) For a potentially dangerous dog, the civil infraction carries a penalty of \$125.00
 - b) For a dangerous dog, the civil infraction carries a penalty of \$250.00
- 2) Failure to comply with the requirements of CMC 6.04.470 is a misdemeanor for a potentially dangerous dog and a gross misdemeanor for a dangerous dog.

6.04.490 Rabies — Duties of Owner — Observation

It is unlawful for the owner of any animal, when notified that such animal has bitten any person or has so injured any person as to cause an abrasion or puncture of the skin, to kill, sell, or give away such an animal or to permit or allow such animal to be taken beyond the town limits except to a veterinarian hospital. It shall be the duty of the owner of the animal to immediately notify in person or by phone Sheriff, Animal Control Authority or the county health department of the bite. Upon receipt of official notice, the owner of the animal shall place and keep the animal in confinement for a period of observation of at least 10 days or at the owner's expense deliver the animal to a licensed veterinary hospital for an observation period. Provided, when the owner of the animal assumes the responsibility of the animal for the 10-day observation period, he shall keep the animal securely chained and confined to the premises of the owner and segregated from any other animals. The owner shall also take reasonable precautions to ensure the safety of persons from the animal during the observation period.

Should the animal during the observation period manifest any unusual behavior or develop symptoms or illness or die, the owner or veterinarian shall immediately notify law enforcement, the designated town official or the county health department of that condition.

Provided further, that any Sheriff or Animal Control Authority may have such animal placed in a duly licensed veterinary hospital at the owner's expense, when the owner is unable to provide suitable quarters in which to confine the animal in the manner set forth in this section, or the animal manifests any questionable behavior or symptoms which may be rabies.

The Sheriff or Animal Control Authority may notify the Skagit County Health Officer of all reports received on animal bites. Where rabies is suspected, the Skagit County Health Officer shall be

notified immediately.

6.04.500 Rabies — Confinement of Suspected Animal

Upon taking possession of an animal known to have bitten or having displayed symptoms of rabies, any Animal Control Authority or authorized agent shall forthwith convey such animal to the nearest veterinary hospital where such animal is confined for a period of at least 10 days. In the case that such animal is delivered to a veterinary hospital, notice of the name and location of such shall be immediately furnished to an authorized Animal Control Authority by the owner of such animal. Upon receipt of such animal the veterinary hospital shall submit to a town Animal Control Authority at the earliest possible time a certificate stating that such animal either shows no symptoms of rabies or does show symptoms of rabies. At the expiration of the 10 days of confinement and upon release of such animal, the veterinary hospital shall submit to the town a second certificate stating that the animal does not have rabies and has been released. The cost of maintaining such an animal in the veterinary hospital shall be borne by the owner thereof, except where the owner of such animal cannot be ascertained, the town shall then pay for such observation and care.

6.04.510 Rabies — Suspected Animal Slain by Animal Control Authority

In all cases where any animal, which has bitten a person or caused an abrasion or puncture of the skin, is slain by any Animal Control Authority whether by order of the court or otherwise, and a period of 10-days has not elapsed since the day on which such dog bit any person or caused an abrasion or puncture of the skin of any person, it shall be the duty of said Animal Control Authority slaying such animal to forthwith deliver intact the head of such animal to the county health official.

6.04.520 Enforcement

- 1) All civil penalties required to be paid for violations of this Chapter must be made at the office of the Town Clerk;
- 2) The Animal Control Authority may impound;
 - a) A potentially dangerous or dangerous dog for which the owner has not obtained a certificate of registration; or
 - b) A potentially dangerous or dangerous dog that is not in compliance with sections of CMC 6.04.460.
- 3) The Animal Control Authority may impound, quarantine for the proper length of time, and thereafter destroy in an expeditious and humane manner;
 - a) A dangerous dog that bites a person or a domestic animal; or
 - b) A dog that aggressively attacks and causes severe injury or death of a human, regardless of whether there has been previous determination of whether such dog is potentially dangerous or dangerous.
- 4) The Animal Control Authority may assess a civil penalty in the amount of \$150.00 plus \$10.00 for each day a potentially dangerous or dangerous dog is impounded, plus actual costs for any necessary additional care as approved by annual resolution of the town council.
- 5) The Animal Control Authority may destroy, in an expeditious and humane manner, a potentially dangerous or dangerous dog when the right to appeal has been exhausted or waived and the dog remains impounded for 20 days or more due to the failure of the owner to obtain a certificate of registration or pay civil penalties. The Animal Control Authority may assess an additional civil penalty in the amount of \$250.00 for the cost of destroying any such

- dog.
- 6) No potentially dangerous dog or dangerous dog impounded by the Animal Control Authority may be returned to any owner until such owner has paid all civil penalties assessed against such owner under this Chapter.

6.04.530 Disclaimer of Liability

This Chapter has been enacted for the welfare of the public as a whole. Nothing contained in this Chapter is intended to be nor may be construed to create or form the basis of any liability on the part of the County or Town of Concrete, its officers, employees, or agents for any injury or damage resulting from the failure of anyone to comply with the provisions of this Chapter, or by reason or in consequence of the implementation or enforcement pursuant to this Chapter, or by reason of any action or inaction on the part of the County or Town of Concrete related in any manner to the enforcement of this Chapter by its officers, employees or agents.

6.04.540 Severability

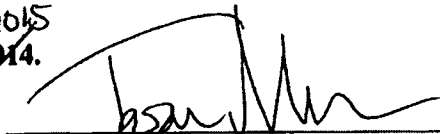
If any provision of this Chapter or its application to any person or circumstance is held invalid, the remainder of the act where the application of the provision to other persons or circumstances is not affected.

Severability:

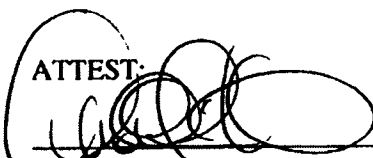
Should any Section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Council of the Town of Concrete that it would have passed all other portions of this Ordinance hereby adopted independent of that word determined to be invalid and accordingly such declaration of invalidity shall not affect the validity of this Chapter as a whole nor any part hereof other than the part so declared to be invalid.

Effective Date: This Ordinance shall take effect five (5) days after its passage, approval and publication by law.

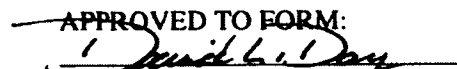
Passed and approved this 12 day of July ²⁰¹⁵ ~~June~~ 2014.



Mayor

ATTEST:


Clerk Treasurer

APPROVED TO FORM:


Town Attorney