



OFFICE OF THE MAYOR

TOM TRULOVE, MAYOR

March 18, 2015

Todd Mielke, Chairman
Board of County Commissioners
1116 W. Broadway Avenue
Spokane, Washington 99260

*Re: Letter of Understanding - Spokane County Regional Animal Protection Service
("SCRAPS") - Proceedings in District Court for the City of Cheney*

Dear Chairman Mielke:

This letter sets forth the understanding and agreement ("LOU") between Spokane County and the City of Cheney ("City") (jointly "Parties") for the purpose of providing judicial services to process and resolve animal control civil infractions in the Cheney Municipal Court ("Municipal Court").

1. Background.

A. Through the "Interlocal Agreement for Animal Control Services in the City of Cheney (January 1, 2014 - December 31, 2016)" ("Interlocal Agreement"), the City receives animal control services from Spokane County through SCRAPS. As a condition of such services, the City has adopted by reference Chapters 5.04 and 5.12 of the Spokane County Code as the animal control ordinances of the City. The civil infraction procedure is set forth in the Spokane County Code Chapter 5.04.

B. SCC 5.04.030(7) provides that all fees and fines, other than criminal fines, collected under Chapter 5.04 shall be deposited in the County SCRAPS Enterprise Fund. The City operates a municipal court pursuant to Chapter 3.50 RCW, which has jurisdiction over civil infractions and criminal misdemeanor offenses committed within the City. The practice of SCRAPS for small cities has been to file and resolve animal control infractions in Spokane County District Court, to include returning all revenue to the SCRAPS Enterprise Fund pursuant to SCC 5.04.030(7). The Parties desire to modify that practice under the Spokane County Code.

2. Municipal Court Services from the City of Cheney.

A. Spokane County authorizes and consents to the use of the Cheney Municipal Court to file and resolve civil infractions that occur in the City and are issued in accordance with Spokane County Code Chapters 5.04 and 5.12. Following disposition of such civil infractions, the Municipal Court shall remit the collected fines, fees, costs, and penalties to the State of Washington and the City of Cheney as provided by law. Upon request the Municipal Court shall make available to SCRAPS the filings, documents, records (in whatever form), and other information that was used and retained by the Municipal Court for civil infractions governed by this LOU.

B. SCRAPS shall make all reasonable efforts to appear and act on behalf of the City at infraction proceedings where it is necessary for SCRAPS to present testimony or evidence in accordance with the Spokane County Code, Court Rule, and the laws of Washington.

C. The City shall provide and assume the expense of all necessary Municipal Court personnel, equipment, and facilities to perform the services set forth herein as required by law and court rule.

3. Actions of the City. The City shall, and does hereby through this letter, specially deputize SCRAPS Enforcement Officers and other qualified personnel to represent the interest of the City as provided in the Interlocal Agreement.

4. Modification. This LOU modifies the Interlocal Agreement as set forth herein with all other terms and conditions remaining in full force and effect.

By signing below the Parties acknowledge the above matters are understood and agreed on the day and year set forth below.

This LOU is effective this 21st day of April, 2015.

This LOU may be executed in counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall constitute one and the same.

DATED: March 19, 2015


TOM TRULOVE, Mayor, City of Cheney

DATED: 4-21-15

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON




TODD MIELKE, Chair



SHELLY O'QUINN, Vice-Chair


AL FRENCH, Commissioner

ATTEST: ~


Ginna Vasquez, Deputy Clerk

Reviewed and Agreed to:


Nancy Hill, SCRAPS Director