

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 23-327

APPROVE AN INTERLOCAL AGREEMENT
BETWEEN THE WASHINGTON STATE PATROL AND
LEWIS COUNTY

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Lewis County Animal Shelter and Washington State Patrol, wish to enter into an interlocal agreement to provide the disposition of stray dogs and cats within the respective jurisdictions; and

WHEREAS, Washington State Patrol has not developed its own facilities, but has procedures for the collection of stray dogs and cats, and desires to retain the services of the County for holding and disposition of such dogs and cats that are collected in Lewis County; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said interlocal agreement.

NOW THEREFORE BE IT RESOLVED that the BOCC hereby approves the interlocal agreement between the Lewis County Animal Shelter and Washington State Patrol for the purpose of the disposition of stray dogs and cats within the respective jurisdictions; and the BOCC authorizes the Director of Public Health & Social Services to sign the same.

DONE IN OPEN SESSION this 10th day of October, 2023.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Robert Bradley
By: Robert Bradley,
Deputy Prosecuting Attorney

Sean D. Swope
Sean D. Swope, Chair

ATTEST:



Scott J. Brummer
Scott J. Brummer, Vice Chair

Rieva Lester, CMC
Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Commissioner

**INTERLOCAL ANIMAL SHELTER AGREEMENT
BETWEEN LEWIS COUNTY AND WASHINGTON STATE PATROL**

This agreement, executed in duplicate between Lewis County, Washington, a municipal corporation (hereinafter "County") and the Washington State Patrol (hereinafter "WSP").

WITNESSETH:

WHEREAS, County and WSP have the authority to provide for the disposition of stray dogs and cats within their respective jurisdictions, and are authorized under the provisions of RCW Chapter 39.34 to contract with one another for the provisions of any governmental service, activity, or undertaking which each public agency entering into the agreement is authorized by law to perform; and

WHEREAS, WSP has not developed its own facilities, but has procedures for the collection of stray dogs and cats, and desires to retain the services of the County for holding and disposition of such dogs and cats that are collected in Lewis County; now therefore

IT IS HEREBY AGREED AS FOLLOWS:

I. Term of Agreement

This agreement shall become effective upon the latter of dates of execution by the parties and shall continue there after until completion of the respective performances of the parties.

II. Scope and Term of Agreement

This agreement is intended for the County to provide services to the WSP for the purposes of receiving stray dogs and cats collected in Lewis County through the Lewis County Animal Shelter, all in accordance with the interests of public health, safety, and general welfare. The term of this agreement will be until notice of termination is tendered by County or WSP in accordance with the below stated provisions.

"Stray" animal means an animal that has no identifiable owner.

Per Chapter 6.05 of the Lewis County Code and for the purposes of this agreement, "owner" or "keeper" means any person, firm, corporation, organization, department or other entity possessing, harboring, keeping, having or claiming an interest in, or having control or custody of an animal for at least 14 calendar days, whether or not all of the traditional rights of ownership are vested in the entity. The terms also refer to any entity performing any of the acts of providing care, shelter, protection, refuge, food, water, or nourishment in such manner as to control or attempt to control the animal's actions or habits, when the entity provides any of these acts or exercises control for 14 calendar days or more. An entity is an owner or keeper when an animal is apparently spending the majority of its time at a location under that entity's control for a period of at least 14 calendar days.

III. Obligations of Washington State Patrol

Washington State Patrol shall:

1. Following collection of the dog or cat, WSP must contact Animal Shelter to confirm appropriate space is available. Following these actions, WSP may transport the animal to the Lewis County Animal Shelter.
2. Complete an Animal Drop-Off Form (Attachment A), if the County accepts the animal.
3. At its own expense in obligation, conform with all applicable laws, regulations, permits, orders, or requirements of any public authority affecting this agreement.

IV. Obligations of County

County shall:

1. Receive the dog or cat delivered by the WSP, unless
 - a) The County, in its sole discretion, determines the Animal Shelter does not have appropriate physical capacity to hold the animal; or
 - b) The County, in its sole discretion, determines the animal to be sick or injured; or
 - c) The County, in its sole discretion, determines the animal to be aggressive, dangerous, or otherwise unsuitable for adoption due to its temperament.
2. The County will place a hold on animals received from the WSP for a period of 72 hours excluding Saturdays, Sundays and County holidays and make reasonable efforts to identify and contact the animal's owner, including but not limited to scanning the animal for a microchip, prior to either placing the animal for adoption or for euthanasia, which will be at the sole discretion of County.
3. Release animals which are received from WSP to their owners only upon receiving from said owner(s) payment of all applicable fees and charges in accordance with the Lewis County fee schedule which is updated annually.

V. Termination and Amendment

Upon execution by both parties here to, this agreement may not be terminated without thirty (30) days prior written notice to the other party. However, in the event either party breaches or fails to perform or observe any of the terms and conditions herein and fails to cure such breach or default within such period(s) as are required or reasonable under the terms and application of this agreement, the non-breaching party may terminate its obligations under this agreement. The failure of either party to exercise its respective rights at any time shall not waive that party's right to seek such relief for any future breach or default. The terms and conditions of Agreement cannot be amended without the written consent of both parties.

VI. Notices

Notice is required to be in writing under this agreement shall be given as follows:

If to County:

ATTN: Lewis County Public Health & Social Services
360 NW North St
Chehalis, WA 98532

If to Washington State Patrol:

ATTN: MICHELLE PARQUE
850 NW Louisiana Av.
Chehalis, WA 98532

Notices shall be deemed effective as mailed upon the third day following deposit in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon proof of actual delivery thereof. Either party may change the address which notices may be given sufficient written notice as above provided.

VII. Assignment and Successors

WSP shall not assign its rights hereunder. Subject to the preceding sentence, the rights and obligations of the parties shall endure to the benefit and be binding upon their respective successors and assigns.

VIII. Severability

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, the invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

This agreement shall become effective upon the signature by all parties.



Meja Handlen, Director
Lewis County Public Health & Social Services

9/25/23

Date



CASEY L. MYERS
Washington State Patrol DISTRICT 5 ACTING CAPTAIN

9/21/2023

Date

Attachment A

Animal Drop-Off Form

(Washington State Patrol)

I, _____, in my capacity of _____
for the Washington State Patrol (WSP) hereby affirm:

- The animal is a stray.
- The owner of the animal is unknown.
- The animal was collected by WSP from an unincorporated area* of Lewis County.
- The animal, to the best of WSP's knowledge, is neither sick nor injured.
- The animal, to the best of WSP's knowledge, is neither aggressive nor dangerous due to its temperament.

(Signature)

Name: _____

Title: _____

Date: _____

* Incorporated cities include Centralia, Chehalis, Morton, Mossyrock, Napavine, Pe Ell, Toledo, Vader and Winlock.

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: Oct. 10, 2023

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approve an Interlocal Agreement between the Washington State Patrol and Lewis County

Contact: Kendra Garrison

Phone: 360-740-1439

Department: PHSS - Public Health & Social Services

Description:

Authorize the Lewis County Public Health and Social Services Director to sign and ratify an interlocal agreement between the Lewis County Animal Shelter and Washington State Patrol to provide the disposition of stray dogs and cats within the respective jurisdictions.

Approvals:

User	Status
Meja Handlen	Pending
PA's Office	Pending
Ryan Barrett	Pending

Publication Requirements:

Publications:

Additional Copies:

John Abplanalp, Joseph Henderson, Michelle Sauter, Grace Jimenez, Sherri Dokken, Jill Nielson, Kendra Garrison, Bryan Hall

Cover Letter To: