BEFORE THE BOARD OF STEVENS COUNTY COMMISSIONERS

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN STEVENS COUNTY AND THE CITY OF COLVILLE

RESOLUTION No 59-2019
INTERLOCAL AGREEMENT BETWEEN STEVENS COUNTY AND THE CITY OF COLVILLE, NUNC PRO TUNC TO MARCH 5, 2019

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Stevens County and the City of Colville are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, Stevens County does not have an established Animal Control facility and personnel to manage such facility; and

WHEREAS, Stevens County has requested that the City of Colville provide reasonable care and control of the animals delivered to it by the County or impounded at the request of the Sheriff's Department, and have agreed to the terms of an Interlocal Agreement, which was approved by the Board of County Commissioners on March 5, 2019.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board of Stevens County Commissioners that Stevens County has entered into an Interlocal Agreement with the City of Colville, attached hereto, and incorporated herein by this reference. This Resolution is nunc pro tunc to March 5, 2019.

Passed by the Board of Stevens County Commissioners meeting in regular session at Colville, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 21st day of May, 2019.

3 YEA; 0 NAY; 0 ABSTAIN; and 0 ABSENT

BOARD OF COUNTY COMMISSIONERS
OF STEVENS COUNTY, WASHINGTON

Chairman Wes McCarter
Commissioner Steve Parker
Commissioner Don Dashiell

ATTEST:

Lacey Olguin
Assistant Clerk of the Board
INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this 14th day of March, 2019, between the City of Colville, a municipal corporation, hereinafter known as the “City” and Stevens County, a municipal corporation, hereinafter known as the “County.”

RECITALS:

1.1 The City has an established Animal Control facility staffed by a trained Animal Control Officer.

1.2 The County does not have an established Animal Control facility nor any trained animal control personnel.

1.3 The County has a need for an Animal Control facility and personnel to manage such facility.

1.4 The Animal Control facility will receive any dogs delivered to the facility by the Sheriff's Department or upon the express authorization of the Sheriff’s Department.

1.5 Any County dogs received by the facility will be on a space available basis.

1.6 In order to avoid excessive impact on the City facility, only the dogs picked up north of Addy will be delivered to Colville. Exceptions may be made to accommodate the Deputy Sheriff’s patrolling assignment, but in no case will a dog picked up south of Chewelah be transported to Colville.

1.7 The City reserves the right to decline acceptance of any animal that appears to be, or is known to be, sick or injured.

DUTIES OF THE COUNTY:

2.1 Costs to the County include:

   a. Impound $20.00
   b. Shelter $15.00/day
   c. Euthanasia and Disposal $70.00
   d. Sedation if needed $25.50

2.2 The normal period of stay will be seventy-two (72) hours excluding legal holidays and weekends; however, that period may be extended at the oral or written request of the Sheriff’s Department.
2.3 If an owner/caretaker claims an impounded animal, the animal may be released if all costs or fees are paid to the City of Colville. Under this circumstance, the County would not be billed for costs incurred under this agreement.

2.4 The County will be responsible for the transportation of the animal to the facility.

2.5 The County agrees to defend, indemnify and hold harmless the City, its appointed, elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason, if any, and all claims and demands upon the City, its appointed, elected officials or employees for personal injury or damage to property, except such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed, elected officials or employees.

DUTIES OF THE CITY:

3.1 The City will provide reasonable care and control of the animals delivered to it by the County or impounded at the request of the Sheriff's Department.

3.2 The City will answer to the owner/caretaker of the animal on matters concerning its release. If there is a dispute, the matter will be referred to the Sheriff's Department.

3.3 The City will determine and provide for the disposal of the dog after seventy-two (72) hours excluding legal holidays and weekends pursuant to City ordinances unless the Sheriff's Department has requested an extension.

3.4 The City reserves the right to decline acceptance of any animal that appears to be, or is known to be, sick or injured.

3.5 The City will provide the County with a monthly bill for all services rendered.

3.6 The City will keep appropriate records of all impounded animals.

3.7 If the Animal Control Officer is off duty or not available, the City Police will be responsible for impounding the dog.

3.8 The agreement will end with thirty (30) days written notice on the part of either party.
IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF COLVILLE

Mayor Louis F. Janke

Attest: Holly Pannell, MMC, PFO, City Clerk/Human Resources Manager

Approved as to form:

McGrane & Schueneman, City Attorneys

Robert Meshishnek, Chief of Police

STEVENS COUNTY

ABSENT

Chairman of the Board

Commissioner

Commissioner

Attest: Polly Coleman, Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

Brad Manke, Stevens County Sheriff
March 12, 2019

Stevens County Commissioners
215 South Oak
Colville, WA 99114

RE: Interlocal Agreement

Attached is a fully executed copy of the Interlocal Agreement between Stevens County and the City of Colville for the Animal Control facility and fees.

If you have any questions, please feel free to contact me.

Sincerely,

Holly Pannell, MMC, CFO
City Clerk/Human Resources Manager

Attachment

Letters/Commissioners Animal Control