

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, upon the dates stated below, by and between the following municipal corporations of the State of Washington: the Cities of Aberdeen ("Aberdeen") and Cosmopolis ("Cosmopolis").

- 1. SERVICES.** Aberdeen shall provide boarding facilities for impounded domestic dogs and cats from Cosmopolis, including regular feeding, humane shelter and euthanasia services, and the impoundment of aggressive animals, as provided herein.

- 2. USE OF ANIMAL SHELTER.** Cosmopolis shall be provided access to Aberdeen's animal shelter twenty-four (24) hours per day, seven (7) days a week, and shall promptly notify Aberdeen when it places animals in the facility and when it removes animals it has placed in the facility. Cosmopolis shall only place cats or dogs in the facility with a maximum of five (5) animals per month. Aberdeen shall provide boarding services in accordance with its current policies and procedures. Boarding services shall not include handling upon initial delivery of impounded animals, transportation, or veterinarian services, except as otherwise provided herein.

- 3. DISPOSITION OF IMPOUNDED ANIMALS.** Aberdeen shall hold animals impounded by Cosmopolis for ninety-six (96) hours unless the animal is redeemed or a longer hold is directed by Cosmopolis. Aberdeen shall release animals to the owner upon presentation of a receipt issued by Cosmopolis authorizing redemption of the animal. If the animal is not redeemed, and Cosmopolis has not requested an extended hold, it may be euthanized after ninety-six (96) hours, and Cosmopolis will be billed for an impound fee, four (4) days of boarding, the cost of euthanasia, and disposal fees.

- 4. VETERINARY CARE.** Aberdeen shall not accept any sick or injured animal. If an animal impounded by Cosmopolis becomes sick or injured, Cosmopolis shall be responsible for obtaining any necessary veterinary care for the animal, including transportation of the animal to the veterinarian. If Cosmopolis fails to obtain timely veterinary care after notice by Aberdeen and Aberdeen obtains such care, Cosmopolis shall reimburse Aberdeen for all costs incurred, including transportation and handling.

- 5. AGGRESSIVE ANIMALS.** Aberdeen's animal control officer shall respond at the request of a Cosmopolis law enforcement officer to assist with the impoundment of aggressive dogs or cats. Cosmopolis law enforcement officers shall issue any required impound notices or citations under Cosmopolis ordinances. Aberdeen shall impound and deliver an aggressive animal to its facility to be held pending adjudication by Cosmopolis.

6. FEES. The following fees are in effect:

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|-----------------------|---|
| Impound Fee | \$25.00 per animal |
| Boarding Fee | \$6.00 per day (\$10.00 for aggressive animal impounds) |
| Euthanasia Fee | Actual cost per veterinarian |
| Disposal Fee | Actual cost per disposal |

Aggressive animal impounds: \$10.00 per hour for vehicle use plus \$34.81 per hour for animal control officer services (with a one hour minimum per call of \$44.81).

Aberdeen shall provide monthly invoices of all charges incurred to Cosmopolis. The invoices shall be paid within thirty (30) days of receipt by Cosmopolis. Aberdeen reserves the right to increase these fees with thirty (30) days prior notice to Cosmopolis.

7. INDEMNIFICATION. Cosmopolis agrees to indemnify and hold harmless Aberdeen and all its officers, agents, employees, or otherwise, from any and all liability, loss or damages to any and all persons and property, costs or judgments against Aberdeen which result from, arise out of, or are in any way connected with, the services to be performed by or for Cosmopolis under this Agreement, including the destruction of an animal impounded by Cosmopolis where Cosmopolis has failed to provide notice to Aberdeen that the animal was redeemed prior to destruction and the failure to provide necessary veterinary care for animals impounded by Cosmopolis where Cosmopolis has been notified that such care is required. This indemnification does not apply to liability arising from the sole negligence of Aberdeen or its representatives.

8. FORCE MAJUERE. Aberdeen reserves the right to refuse acceptance of animals from Cosmopolis and terminate boarding services at any time due to acts of God, governmental actions, or other conditions beyond the control of Aberdeen.

9. INSURANCE. Each party shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights and privileges granted by this Agreement. The cost of such insurance shall be borne by each party.

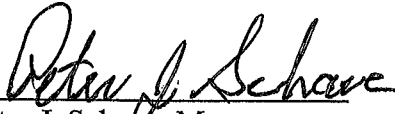
10. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the signatory parties only, and no other person or entity shall have any rights whatsoever under this Agreement as a third-party beneficiary.

11. REGULATORY AUTHORITY RESERVED. Nothing herein shall be construed as waiving, limiting, or otherwise abridging in any manner regulatory authority of either City, which both hereby expressly reserve in full.

12. EFFECTIVE DATE AND TERMINATION. This Agreement shall take effect on . Either party may terminate this Agreement without cause and at any time by providing

thirty (30) days advance written notice to the other party.

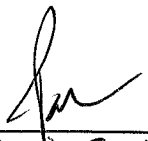
CITY OF ABERDEEN



Peter J. Schave, Mayor

Dated: 8/9/22

Attest:



Patricia Sode, City Clerk

CITY OF COSMOPOLIS

Kyle Pauley, Mayor

Dated: _____

Attest:

Julie Pope, Finance Director

APPENDIX 1

City of Aberdeen Contractual Animal Control Cost 2022

These costs are reflective of what our costs are for supplying animal control services for the City of Aberdeen.

These costs do not include the cost of the animal control shelter custodian.

PERSONNEL COST

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|---------------------|---|
| ACO Officer | \$ 36.48 per hour, which included all contractual benefits |
| ACO Vehicle | \$ 10.00 per hour for vehicle-included maintenance and fuel |
| Administration Fees | \$ 3.65 per hour |
| Per Day Cost | \$ 401.04 based on an 8-hour day |
| OT Cost | \$ 48.27 per hour plus vehicle time |

BOARDING FEE

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|-------------|--|
| All Animals | \$ 6.00 day fee will include feeding and care while at shelter |
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EUTHANASIA

Actual Cost per Veterinarian

DISPOSAL FEE

Actual Cost of Disposal