

**INTERLOCAL AGREEMENT FOR THE PROVISION OF
ANIMAL CONTROL BOARDING SERVICES BETWEEN
THE CITY OF ABERDEEN AND THE CITY OF MCCLEARY**

TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

A. This Interlocal Agreement is entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between the City of Aberdeen, a first-class city and political subdivision of the State of Washington, and the City of MCCLEARY, a municipal corporation and non-charter code city in the State of Washington.

B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement (hereinafter referred to as the “Agreement”) is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Financing/Billing). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

C. **The City of Aberdeen** (hereinafter referred to as “ABERDEEN”) maintains boarding facilities for the care of domestic animals that have been impounded (hereinafter referred to as the “Shelter”).

D. **The City of MCCLEARY** (hereinafter referred to as “MCCLEARY”) does not maintain its own boarding facilities for impounded animals and wishes to utilize the Shelter for the care and maintenance of domestic animals that have been impounded by MCCLEARY, as described herein.

E. The purpose of this Agreement is to establish the terms and conditions under which MCCLEARY can request that a healthy potentially dangerous/aggressive domestic dog it has lawfully impounded be kept and maintained at the Shelter, and the terms and conditions under which ABERDEEN will agree to accept and maintain such animals.

F. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

G. For purposes of this agreement the word “animal” shall mean a healthy, potentially dangerous/aggressive, domestic dog.

II. DURATION OF AGREEMENT

The initial term of this Agreement is for the period from _____, _____ 2026 through December 31, 2029. This Agreement may be extended for one or more additional terms as described in Article XV.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement for any reason by notifying the other party in writing 90 days prior to termination; provided, however, that ABERDEEN reserves the right to refuse acceptance of animals from MCCLEARY and immediately terminate boarding services at the Shelter at any time in the event of acts of God, governmental actions, or other conditions beyond the control of ABERDEEN that make the continued operation of the Shelter impossible or impracticable. MCCLEARY agrees to reimburse ABERDEEN for the cost of budgeted allowable activity/services provided through the date of termination of the Agreement, to the extent MCCLEARY is financially responsible for any such activities or services.

IV. ABERDEEN AGREES TO:

A. Services. ABERDEEN shall provide boarding facilities for impounded healthy domestic, potentially dangerous/aggressive dogs for MCCLEARY, including regular feeding, and humane shelter services, not to include animals that have obvious/suspected injury/ailment which should be taken to a veterinarian.

B. Disposition of Impounded Animals. ABERDEEN shall hold animals impounded by MCCLEARY for 96-hours unless the animal is redeemed, or a longer hold is requested by MCCLEARY. ABERDEEN will release animals to their lawful owner/guardian upon presentation of a receipt issued by MCCLEARY authorizing redemption of the animal. If the animal is not redeemed, and MCCLEARY has not requested an extended hold, MCCLEARY will be notified to retrieve the animal for disposition. If MCCLEARY fails to retrieve the animal from the shelter within 24 hours of being contacted, MCCLEARY will incur a \$50 per day late retrieval penalty in addition to daily boarding fees until the animal is retrieved. If the animal is not retrieved after three contacts (one per day for at minimum three-days) by ABERDEEN, MCCLEARY will be billed for all stated fees, including any fees associated with the disposition of the animal and this contract will be considered void.

C. Shelter Operations. ABERDEEN will provide boarding services in accordance with its current policies and procedures, and ABERDEEN shall be solely responsible for all operational decisions regarding the Shelter. Boarding services shall not include handling upon initial delivery of impounded animals, transportation, or veterinarian services, except as otherwise provided herein. ABERDEEN reserves the right to refuse to accept any animal from MCCLEARY if ABERDEEN reasonably believes that acceptance of such animal would impair Shelter services or operations in any manner.

V. MCCLEARY AGREES TO:

A. Use of Shelter. MCCLEARY shall be provided access to the Shelter 24 hours per day, 7 days a week, through contacting the ABERDEEN Officer in Charge (“OIC”) and shall promptly notify ABERDEEN when it requests placement of animals in the Shelter. Removal of any animal(s) MCCLEARY has placed in the Shelter shall only be conducted during hours when the ABERDEEN Animal Control Officer and/or their designee is on-duty. MCCLEARY may house a maximum of two (2) animals at any given time in the facility.

B. Veterinary Care. MCCLEARY agrees and understands that ABERDEEN will not accept any sick or injured animal. If an animal impounded by MCCLEARY becomes sick or injured, MCCLEARY shall be responsible for obtaining any necessary veterinary care for the animal, including transportation of the animal to a veterinarian. If after notice MCCLEARY fails to obtain veterinary care in the requested timeframe provided by ABERDEEN and ABERDEEN obtains such care, MCCLEARY shall reimburse ABERDEEN for all costs incurred, including transportation and handling.

C. Aggressive Animals. MCCLEARY law enforcement officers shall issue any required impound notices or citations under MCCLEARY City Ordinances. MCCLEARY shall impound and deliver the potentially dangerous/aggressive animal to ABERDEEN’s facility to be held pending any adjudication (if applicable) by MCCLEARY.

VI. COMPENSATION

Fees. The following fees are in effect:

Impound Fee	\$25.00 per animal
Boarding Fee	\$40.00 per day for potentially dangerous/aggressive animal impounds and \$20.00 per day for all other animals
Late Retrieval Fee	\$50 per day (in addition to above fees)
Euthanasia Fee	Not applicable – McCleary’s Responsibility to arrange
Disposal Fee	Not applicable – McCleary’s Responsibility to arrange
Staff Time Fee	\$60.00 per day if ABERDEEN staff have to make any calls, transports, facilitate vet visits, etc. for another agency’s impound.

VII. FINANCING/BILLING

No budget or joint funding instrument shall be created pursuant to this Agreement. ABERDEEN will provide monthly invoices of all charges incurred to MCCLEARY. The invoices shall be paid within 30 days of receipt by MCCLEARY. ABERDEEN reserves the right to increase the fees established in Section VI at any time during the term of this Agreement, with 30 days prior notice to MCCLEARY before such increases take effect.

VIII. AGREEMENT ADMINISTRATION, COMMUNICATIONS AND RECORDS

A. ABERDEEN and MCCLEARY shall each designate a Contract Manager to administer this Agreement. Contract Managers shall monitor service levels and budget provisions of this Agreement. During the term of this Agreement, the respective Contract Managers will communicate as needed via telephone, e-mail or in person to relay information, answer questions, or to raise concerns related to the goals and objectives of this Agreement.

B. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either/both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials, so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period.

C. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

IX. DISPUTE RESOLUTION

In the event of a dispute between ABERDEEN and MCCLEARY regarding services at the Shelter, including the operation thereof, or charges due under this Agreement, which cannot be resolved by their respective designated Contract Managers, ABERDEEN and MCCLEARY, or their designated representatives, shall review such dispute and options for informal resolution. If no decision is reached through this dispute resolution procedure, the parties may commence legal proceedings pursuant to Section XVIII.

X. NO EMPLOYMENT RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between ABERDEEN and MCCLEARY or between any of ABERDEEN's or MCCLEARY employees. ABERDEEN shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by ABERDEEN pursuant to this Agreement. Nothing in this Agreement shall make any employee of ABERDEEN an employee of MCCLEARY or any employee of MCCLEARY an employee of ABERDEEN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XI. INDEMNIFICATION

MCCLEARY 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 MCCLEARY under this Agreement, including the destruction of an animal impounded by MCCLEARY where MCCLEARY 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 MCCLEARY where MCCLEARY 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. MCCLEARY specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that MCCLEARY shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

XII. NO THIRD-PARTY BENEFICIARY

ABERDEEN does not intend by this Agreement to assume any contractual obligations to anyone other than MCCLEARY. MCCLEARY does not intend by this Agreement to assume any contractual obligations to anyone other than ABERDEEN. ABERDEEN and MCCLEARY do not intend that there be any third-party beneficiary to this Agreement.

XIII. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XIV. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties hereto, except for the term limitations contained in Section XV. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized contractual agents of both parties.

XV. EXTENSION

ABERDEEN and MCCLEARY may extend the term of this Agreement for up to two additional five-year terms, on the same terms and conditions as contained herein, by mutual written agreement executed no less than 30 days prior to the end of the then-

existing term. In no event may this Agreement be extended past December 31, 2039.

XVI. RATIFICATION

Any acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XVII. DOCUMENT RATIFICATION AND CHAPTER 39.34 RCW COMPLIANCE

By signing this Agreement below, each party represents and warrants to the other party that it has the authority to enter into this Agreement in accordance with Chapter 39.34 RCW, and that it has obtained such approval as may be required from its local legislative body. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

XVIII. GOVERNING LAW, ATTORNEYS' FEES

This Agreement is controlled by, and shall be interpreted and enforced in accordance with, the laws of the State of Washington, and venue shall lie in Grays Harbor County Superior Court. In the event that either party must initiate legal proceedings to enforce the terms of, or adjudicate any issues relating to, this Agreement, the prevailing party in such proceeding shall be entitled to an award of costs and fees, including reasonable attorneys' fees.

Dated: _____

CITY OF ABERDEEN

CITY OF MCCLEARY

Mayor

Mayor

Attested:

Attested:

Finance Director

City Clerk (CFO)