

**INTERLOCAL ANIMAL SHELTER AGREEMENT
BETWEEN LEWIS COUNTY AND CITY OF TOLEDO**

This agreement, executed in duplicate between Lewis County, Washington, a municipal corporation (hereinafter "County") and the City of Toledo, Lewis County, Washington, a municipal corporation, (hereinafter "City").

WITNESSETH:

WHEREAS, County and City have the authority to provide for the disposition of lost and stray dogs and cats within the 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, City has previously contracted with County to provide for the collection and disposition of lost or stray dogs and cats; and

WHEREAS, City has not developed its own facilities, but has procedures for the collection of such animals, and desires to retain the services of the County for holding and disposition of the dog or cat; 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 City for the purposes of lost and stray dogs and cats through the 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 City in accordance with the below stated provisions.

III. Fee Schedule for County Services

County will bill City for each animal accepted from City. The City will be charged the "Incorporated city receipts & board of strays fee" as well as the appropriate "Owner turn in" fee listed on the most recent Lewis County fee schedule.

IV. Obligations of City

City shall:

1. Following collection of the dog or cat, City must contact Animal Shelter to confirm appropriate space is available. Following these actions, City may transport the animal to County's Animal

Shelter.

2. At its own expense in obligation, conform with all applicable laws, regulations, permits, orders, or requirements of any public authority affecting this agreement.
3. Tender payment within 45 days of receiving billing invoice from County.

V. Obligations of County

County shall:

1. Receive the dog or cat delivered by the City, unless (1) the County, in its sole discretion, determines the Animal Shelter does not have appropriate physical capacity to hold the animal; (2) the County, in its sole discretion, determines the animal to be sick or injured; or (3) the County, in its sole discretion, determines the animal to be aggressive, dangerous, or otherwise unsuitable for adoption due to its temperament. The County will place a hold on animals received from the City for a period of 72 hours, excluding Saturday, Sunday 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. A collection disposition fee will be assessed by the County to the City.
2. Release animals which are received from City to their owners only upon receiving from said owner(s) proof of payment of all applicable fees and charges for the collection and disposition, and other such matters associated with the animal.

VI. 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.

VII. 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 City:

ATTN: City of Toledo
P.O. Box 236
Toledo, WA 98591

Notices shall be deemed effective is 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.

VIII. Assignment and Successors

City 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.

IX. 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 hereto and upon its filing with the Lewis County Auditor and Washington Secretary of State,

LEWIS COUNTY, WASHINGTON

Public Health & Social Services

Meja Handlen,
Director of Lewis County PHSS

Date

APPROVED AS TO FORM:

Prosecuting Attorney

CITY OF TOLEDO, WASHINGTON

Steve Dobosh
Name

Mayor
Title

11-14-22
Date