



INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER SERVICES

This Interlocal Agreement Regarding Animal Shelter Services (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**Everett**”), and the entity identified as Participating Jurisdiction in the Basic Provisions below (“**Participating Jurisdiction**”). This Agreement is pursuant to RCW 39.34.010 and 39.34.080, which authorize the parties to contract for the performance of government services such as Animal Shelter services. This Agreement includes the Basic Provisions, the General Provisions, the attached illustrative service list (Exhibit A), and the fee schedule (Exhibit B).

BASIC PROVISIONS	
Participating Jurisdiction	City of Mill Creek
Participating Jurisdiction Notice Address	City of Mill Creek, Attn. Martin Yamamoto, City Manager
	15728 Main St. Mill Creek, WA 98012
	Martin.yamamoto@millcreekwa.gov
Everett Notice Address	Glynis Frederiksen
	City of Everett – Animal Services 333 Smith Island Road Everett, WA 98201
	gfrederiksen@everettwa.gov
Term of Agreement	From January 1, 2024 to December 31, 2024

GENERAL PROVISIONS

I. Scope of Services.

A. Everett shall provide the services described herein for Animals found or living in the Participating Jurisdiction that are delivered to Everett's Animal Shelter. In consideration of Everett providing such services, Participating Jurisdiction agrees to comply with the provisions of this Agreement.

B. For purposes of this Agreement:

1. **"Animal"** refers to any member of the classes reptile, amphibian, bird or non-human mammal.

2. **"Small Animal"** refers to domestic Animals that are rabbits, small mammals, small birds/fowl, small reptiles, amphibians, and fish. Small Animal does not refer to dogs or cats.

C. Animal Shelter services provided by Everett shall include:

1. Receiving, sheltering, and holding stray, impounded, and owner-surrendered Animals at facilities operated by Everett, provided that Everett determines that capacity is available at the time of delivery. Sheltering will include daily care, feeding and routine veterinary services. Exhibit A is a current list of services provided by the Everett Animal Shelter. Exhibit A is provided solely for illustrative purposes. Everett Animal Shelter services (including without limitation those described in Exhibit A) may, in the sole discretion of Everett, change from time to time without prior notice to Participating Jurisdiction.

2. Making a reasonable effort at the time of intake to verify each stray Animal's ownership status when delivered by finder to Everett, including scanning for microchips, checking for identification, and requesting information pertaining to how the Animal was found. Participating Jurisdiction is responsible for pursuing any payment directly from any individual later discovered to have provided incorrect or incomplete or false information about an Animal's ownership.

3. Providing owner notification and releasing Animals to their owners. When any identified Animal is impounded, Everett will attempt to give notice to the owner by telephone. The notice shall inform the owner of the impounding of such Animal, the reason for impounding and the time period during which the Animal can be claimed prior to disposition. It shall, however, be the entire responsibility of the owner to ascertain that the Animal has been impounded and to take such measures as the owner deems fit for redeeming the Animal. Everett shall not be responsible for failing to notify an Animal owner.

4. Disposing of Animals, including through adoption, transfer or humane destruction of Animals not claimed by an owner, in accordance with the provisions of Participating Jurisdiction's laws and regulations, the provisions of Everett Municipal Code, the

provisions of applicable Everett regulations, and the provisions of this Agreement. In the event of a conflict between any such provisions, the parties will engage in discussions and mutually agree which controls. Everett reserves the right to use reasonable and humane alternatives to euthanasia.

5. Disposing of dead Animals delivered to the Everett Animal Shelter by Participating Jurisdiction's animal control officer or designee. (Participating Jurisdiction will pay for Dead-on-Arrival (DOA) Animals in accordance with Exhibit B attached.)

D. Everett reserves the right to refuse acceptance of any Animal, where, in the opinion of the Animal Services Manager or designee, the Shelter does not have facilities, capacity, or expertise appropriate or available to accommodate the needs of the Animal.

E. Prior to a Participating Jurisdiction's animal control officer or designee delivering an Animal to the Everett Animal Shelter, any reasonably apparent, urgent, or necessary veterinary care shall have been already provided by Participating Jurisdiction. In the event an Animal in need of such veterinary care is delivered to the Everett Animal Shelter by an officer or designee without prior notification and authorization by Everett, and veterinary care was not provided, Participating Jurisdiction agrees to pay and will be billed for (1) the cost of such care and any direct cost incurred by Everett to provide such care, with total up to \$250, and (2) a \$200 additional fee. However, if Everett provides advance authorization to deliver the Animal to the Everett Animal Shelter, the additional \$200 fee will not apply.

F. Everett agrees to provide Animal Shelter Services for stray and impounded Animals delivered to the Everett Animal Shelter for the following periods:

1. Seventy-two (72) hours from the hour of delivery for unlicensed stray Animals and currently licensed stray Animals that do not display a license tag or traceable, registered microchip with current owner contact information.

2. One hundred forty-four hours (144) from the hour of delivery for (a) currently licensed stray Animals displaying a license tag and/or traceable, registered microchip with current owner contact information and (b) impounded Animals with a known owner at the time the Animal is delivered to the Everett Animal Shelter by a Participating Jurisdiction's animal control officer or designee.

3. At the written request of Participating Jurisdiction, for a period longer than that set forth in I.F.1 or I.F.2. In such cases, Participating Jurisdiction agrees to pay Everett the daily boarding fee, starting with the 11th day from the date of delivery.

G. Unless otherwise specified by Participating Jurisdiction, Everett will release an impounded stray Animal to any person who claims to be and has evidence of the ownership of such Animal.

H. Everett has no obligation to release an Animal to its owner until fees associated with the Animal have been paid. Regardless of the foregoing sentence, Everett, may, in its sole

discretion, release an Animal to its owner upon accepting less than the full amount of fees owed, if it is in the best interest of the Animal and the operations of the Everett Animal Shelter. All fees collected by Everett will be retained by Everett.

I. Participating Jurisdiction agrees to furnish Everett copies of all provisions of Participating Jurisdiction's Municipal Code and regulations affecting Everett's performance under this Agreement and shall notify Everett at least thirty (30) days prior to the effective date of any amendment or revision of the code or regulations.

J. Everett shall have the authority to immediately sell or dispose of owner-surrendered Animals, and stray and impounded Animals after the period(s) provided in section I.F if not claimed as provided in sections I.G and I.H. The proceeds of such sale shall belong to Everett. Any such sale or disposition by Everett shall be in accordance with all applicable state statutes and state administrative codes.

K. Everett shall not sell or donate any Animal for the purpose of scientific research or testing.

II. Term of Agreement.

The initial term of this Agreement is as provided in the Basic Provisions. This Agreement will continue for the initial term and will be automatically renewed for additional one-year terms, subject to the right of either party to terminate this Agreement on sixty (60) days' notice in accordance with Section IV below.

III. Fees.

A. Participating Jurisdiction agrees to pay Everett, within thirty (30) days of receipt of an invoice or statement from Everett, all fees incurred pursuant to this Agreement in accordance with Exhibit B. Administrative fees are based on the Animal Shelter's per-Animal maintenance and operation costs and may be adjusted in accordance with section III.B below. Participating Jurisdiction shall pay the administrative fee for any Animal born at the Everett Animal Shelter to an Animal delivered to Everett from Participating Jurisdiction during the holding periods set forth in section I.F.1-3.

B. Everett may adjust the fees imposed pursuant to this Agreement in Exhibit B on an annual basis to be effective on January 1 of each calendar year. If Everett intends to adjust Exhibit B, it will give Participating Jurisdiction at least ninety (90) days written notice of its intent to do so.

C. Everett, in its sole discretion, may establish and charge fees for additional and/or optional services.

D. Everett shall deliver a monthly invoice detailing the total number of Animals delivered and their disposition. Each invoice shall also be accompanied by a list that covers the same period as the invoice, showing the name, address, phone number and driver's license number of the person delivering the Animal that corresponds to each Animal on the invoice, the address where the Animal was found, if stray or impounded, and the name, address, phone

number and driver's license number of any person reclaiming an Animal during the invoice period. The invoice shall include a detailed list of any Animal that incurred other fees or charges during the invoice period, including any Animal held pursuant to section I.F.3., the number of billable nights held, and the name of the Participating Jurisdiction's Animal Control Officer or other representative requesting the hold or other activity.

E. Everett must maintain adequate records to support billings for a period of six (6) years after the date of billing. Participating Jurisdiction or any of its duly authorized representatives shall have access to any books, documents, papers and records of Everett which are directly related to this Agreement for the purposes of audit examinations.

IV. Termination.

Either party may terminate this Agreement, for any reason, by sixty (60) days' written notice to the other party.

V. Indemnification.

A. Each party agrees to defend, indemnify and hold harmless the other party from any and all claims arising out of, in connection with, or incident to its conduct relating to this Agreement. A party shall not indemnify the other party for the other party's sole negligence. If a claim is caused by or results from the conduct of both parties, each party shall be responsible to the extent of its fault.

B. As used in this paragraph, "claims" include, but are not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. "Party" includes Everett, Participating Jurisdiction and their employees, volunteers, officers, representatives, and elected officials.

VI. Miscellaneous.

A. Notices. Notices to the parties shall be sent to the notice addresses in the Basic Provisions.

B. Construction. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

C. Modification. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

D. Severability. In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in a manner consistent with the intent of the parties.

E. Headings for Convenience. The section and subsection headings used herein are for convenience only and shall not be used to interpret the Agreement.

F. Assignment Barred. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party

G. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

H. Governing Law and Venue. The laws of the State of Washington shall govern this Agreement. Any lawsuit regarding this Agreement must be brought in the Superior Court of Snohomish County, Washington.

I. Relationship of Parties. Everett and Participating Jurisdiction shall not be construed as joint ventures or general partners, and neither shall have the power to bind or obligate the other party.

J. No Third-Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

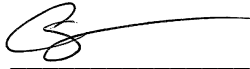
K. Interlocal Cooperation Act. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

L. Signatures/Counterparts. This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

IN WITNESS WHEREOF, Everett and Participating Jurisdiction have executed this Agreement, which includes the Basic Provisions, the General Provisions, the attached Exhibit A (Illustrative Service List), and the attached Exhibit B (Fee Schedule).

**CITY OF EVERETT
WASHINGTON**

**CITY OF MILL CREEK
WASHINGTON**



Cassie Franklin, Mayor

02/14/2024

Date

Martin Yamamoto

Signature: _____

Name of Signer: Martin Yamamoto

Signer's Email Address:

martin.yamamoto@millcreekwa.gov

Title of Signer: City Manager

ATTEST



Office of the City Clerk
City of Everett

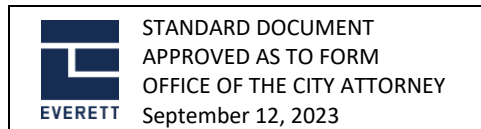


EXHIBIT A
ILLUSTRATIVE SERVICES LIST

Programs and services provided to the public:

- Everett Animal Shelter is open for shelter services, 7-days per week, excluding holidays, by appointment from 11 a.m. – 5 p.m., at 333 Smith Island Road, Everett, WA 98201.
- Animal-related resource for Everett and contracted jurisdictions, including:
 - Lost/found inquiries, found pet reporting, lost pet website checks for found animals at the shelter
 - Information and referrals regarding pet rehoming, behavior issues, end-of-life services, and responsible pet ownership
 - Referrals for animal control, community cats, and wildlife concerns
 - Emergency pet food pantry and supplies for low-income pet owners
- Stray, impounded, and owner-surrendered animal receiving for Everett and Participating Jurisdictions.
 - Except for emergencies, intakes are by appointment
 - Animals scanned for microchips, vaccinated, de-wormed, and treated for fleas on intake (May be delayed for fractious animals.)
 - Veterinary care is provided in-house by staff veterinarians and technicians
 - No time limit for holding adoptable animals, no euthanasia of healthy, behaviorally sound, or non-aggressive animals
- Release animals to owners
- Adoption program, including spay/neuter, vaccinations, microchip
- Barn cat program for feral/unsocialized cats
- Adoption transfer partnerships with local shelters and rescue organizations
- Owner-requested euthanasia for animals with incurable or untreatable medical or behavioral condition
- Disposal and cremation of deceased animals (private cremation available)
- Public microchipping services, spay/neuter, and veterinary care on a limited basis for low-income pet owners within Participating Jurisdiction's service area
- Volunteer and foster opportunities, approximately 200 active volunteers assist with animal care, socialization and exercise, customer service, veterinary clinic support, fostering animals, laundry, dishes, events/outreach, clerical and special projects, and Shelter Advisory Board participation
- Community donations, bequests and grants to Everett's 'Fund for the Animals' pay for medical and surgery supplies and other veterinary costs

Services limited to the City of Everett (and not provided to Participating Jurisdiction):

- Animal control investigations and enforcement of Everett Municipal Code
- Pet licensing

Services provided to Participating Jurisdictions:

- Shelter animals at facility operated by Everett, including holding for dangerous dog, bite quarantine and cruelty investigations
- Research animal identification/microchips, provide owner notification
- Return animals to owners (Owners reclaiming animals pay fees set by the City of Everett.)
- Deceased animal disposal, animal remains holding upon request
- 24/7 key card access to the facility to deliver animals
- Orientation and training for Participating Jurisdictions animal control officers or designees to Everett Animal Shelter's admissions policies, procedures, and operations as appropriate. Hands-on animal experience and training with shelter animals may be provided upon request.

Optional services that may be provided to Participating Jurisdiction if requested by Participating Jurisdiction and Everett agrees:

- Animal forensic exams & testimony upon request (as veterinary staffing resources permit)
- Microchipping of animals at time of owner reclaim

**EXHIBIT B
FEE SCHEDULE**

Fees are payable to Everett by Participating Jurisdiction as follows:

Fees Charged Pursuant to the Interlocal Agreement:		
Fee	Amount	Description
Administrative Fee for Animals other than Small Animals	\$215	Fee for each Animal (for example: stray or impounded dog, cat, pot-bellied pig, goat, sheep, large exotic bird, e.g. ratite, large reptile) other than a Small Animal, delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Small Animals	\$50	Fee for each Small Animal (for example: stray or impounded domestic rabbit, small domestic mammal, bird/fowl, reptile, amphibian, fish) delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Owner-Surrendered Animals	\$50	Fee for each Animal (including each Small Animal) delivered to the Everett Animal Shelter by its owner
Boarding (per day)	\$25	Payable for each night an Animal is held by Everett at the Participating Jurisdiction's request, per I.F.3
Additional Fee for Failure to Provide Veterinary Care	\$200	Per section I.E., payable if Participating Jurisdiction delivers an Animal in need of urgent veterinary care to the Everett Animal Shelter without prior authorization from Everett.
Urgent and Necessary Veterinary Costs	Varies, up to \$250	Payable to Everett for direct costs incurred for urgent and necessary veterinary care at intake, per I.E., up to a total \$250 per Animal if payable by Participating Jurisdiction, or, actual cost of invoiced care if paid by the Animal's owner.
DOA Disposal Fee	\$45 \$2/lb for livestock/deer	For non-private cremation and disposal of deceased animals. No sheep.
Animal Remains Storage	\$50/month or portion of month	For holding Animal remains in walk-in cooler or chest freezer, at the written request of Participating Jurisdiction

Fees For Optional Services:		
Forensic Veterinary Services	\$120/hour for veterinarian's time	When requested by Participating Jurisdiction and agreed upon by Everett if resources allow, may include exam/necropsy, report, and consultation.
Lab work	\$60 per item, or actual cost, if higher	When requested by Participating Jurisdiction and agreed upon by Everett as part of forensic veterinary services. Incurred vendor fees higher than \$60 are payable to Everett at cost.
Radiographs	\$75 for first view, \$50 each add'l view, \$25 for sedation if needed.	When requested by Participating Jurisdiction as part of forensic veterinary services.
Animal Shelter Staff Overtime	Actual cost	When assistance is requested by Participating Jurisdiction and agreed upon by Everett as resources allow, for work outside regularly scheduled work hours. This is not common and generally reserved for large-scale animal impounds.
Private Cremation	\$225	When requested by Participating Jurisdiction
Microchip	\$25	Fee for microchip implantation, at the request of Participating Jurisdiction. May be payable by owner if reclaimed.











2024 City of Mill Creek Animal Sheltering Interlocal Agreement_01.31.24_SD

Final Audit Report

2024-02-14

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By:	Marista Jorve (mjorve@everettwa.gov)
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 Agreement completed.

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