County 89-007
Animal
Control
7/8/89

AGREEMENT

WHEREAS, BRIGHAM CITY, A Municipal Corporation, hereinafter referred to as the "City" is an operating animal shelter; and

WHEREAS, Town of Mantua, HEREINAFTER REFERRED TO AS "Municipality" is desirous of entering into an agreement whereby the City will provide certain animal services; and

WHEREAS, The City is desirous of entering into an agreement whereby the City may determine how many municipalities it will be providing services for;

NOW, THEREFORE, in exchange for the promises and other considerations specified herein, the parties agree as follow:

I. Term: The term of this agreement is for one year (with annual renewal) to begin on Sept 8, 1989.

II. Fees: Two options are available to contracting municipalities. Once a contracting municipality has selected an option, that option shall be used exclusively for the duration of the contract period.

A. Option I. Flat rate of $ 12.00 per animal or litter handled. This will be a flat charge for services rendered in the following situations concerning cats and dogs; stray, owner relinquished and quarantined. Litters are treated as one animal. The services included in this flat rate are as follow:

1. Logging in procedures, record keeping, handling financial transactions and returning fees collected to municipalities and issuing licenses for reclaimed and adopted animals.

2. Physical exam and vaccination at Brigham City's discretion. The vaccination includes distemper-hepatitis-leptospirosis and parvo for dogs and distemper for cats. Rabies vaccinations are not included. Medical treatment is not included in this fee and is solely at the discretion of contracting municipalities.

3. Strays will be held a minimum of three (3) working days for reclaim or possible adoption (holidays or weekends are not included in this holding period). Any adoption or reclaim fees that arise within 24 hours after the holding period has expired shall revert back to the municipality. Any fees arising after this time shall revert to the city.

4. Provision of adoption for strays, owned animals or litters when possible.

5. Euthanasia and disposal for unclaimed or unadopted animals.

This flat rate will not include the following: large animals, wildlife, animals being held for cruelty or neglect prosecution of the owner, police impounds or dead on arrival cases. These will be handled by charging per service rendered. Please refer to Option II for specific fees.

B. Option II. Charges for all services rendered. If this option is selected by the contracting municipalities, a charge will be assessed for each service performed, for each animal, on the following basis:

1. Fees for Dogs and Cats.

		Dogs	Cats
(a)	Record Keeping	$ 2.00	$ 2.00
(b)	Daily Boarding Rate	$ 5.00	$ 5.00
(c)	Euthanasia Fee and Disposal	$ 5.00	$ 5.00
(d)	Dead on Arrival--Disposal Only	$ 3.00	$ 3.00

2. Large Animals.

(a)	Impound	$25.00
(b)	Daily Board	$ 5.00

3. Wildlife - Fees negotiated at time of incident.

4. Neglect or cruelty cases being held for owner prosecution or police impound are charged as in B-1 or B-2 depending on whether it be large or small animals.

III. Billing: The City shall send out a monthly billing to the municipality, which the municipality shall pay within thirty (30) days.

IV. Transportation of Animal: The municipality shall be responsible for transporting the animal to the shelter.

V. Services Provided: The municipality has elected to operate under Option A.

VI. Amendment: This agreement may be amended, in writing, by the parties, with sixty (60) days notice.

VII. Default: If either party defaults under the terms of this agreement, the defaulting party shall be liable to the other party for its attorney's fees and costs, whether or not suit is filed.

DATED this 22 day of June, 1989.

BRIGHAM CITY, Municipal Corporation

Attest:

Adriana Farnsworth

MUNICIPALITY REPRESENTATIVE

Attest:

Tracy B Nau
CITY RECORDER

BRIGHAM CITY MAYOR

BRIGHAM CITY CHIEF OF POLICE