

ORIGINAL

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ABERDEEN AND THE CITY OF WESTPORT FOR ANIMAL CONTROL SERVICES

This Agreement is made and entered into this day between the City of Aberdeen (hereafter "Aberdeen") and the City of Westport (hereafter "Westport"), both municipal corporations of the state of Washington, located in Grays Harbor County.

WHEREAS, both parties have the authority to provide animal control services within their jurisdiction;

WHEREAS, Aberdeen has an established animal control program, shelter, trained staff, supervision and related equipment and tools;

WHEREAS, both parties desire to enter into an agreement to provide Westport with animal control services furnished by Aberdeen; and

WHEREAS, Chapter 39.34 RCW authorizes interlocal cooperation agreements for animal control;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Services provided by Aberdeen. Aberdeen shall provide the following animal control services to Westport:

A. Animal shelter facility. Aberdeen will furnish a shelter with kennels to hold domestic dogs and cats seized by Westport and turned over to Aberdeen for impoundment. Aberdeen's facility shall be operated and maintained in a sanitary and humane manner and shall include facilities for the humane destruction and disposal of domestic dogs and cats;

B. Impoundment and redemption. Aberdeen shall keep the shelter staffed and open for the purpose of receiving and redeeming domestic animals during regular business hours to be determined by Aberdeen. Regular business hours shall be not less than eight (8) hours per week and shall be set between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays recognized by Aberdeen;

C. Enforcement officer. Aberdeen shall provide a part-time animal control officer and vehicle for a minimum of eight (8) hours a month to enforce animal control ordinances adopted by Westport, including investigation of animal cruelty, licensing, dangerous dog, and animal at large complaints, impoundment of domestic dogs and cats, issuance of citations and notices of infractions, securing evidence and preparing written reports, and testifying as required at contested hearings and trials. The officer shall be an employee of Aberdeen, not Westport, and Aberdeen shall be responsible for properly training and equipping its animal control officer, and for determining the employee's work schedule, including available hours to patrol and respond to complaints in Westport;

D. Maintenance of records. Aberdeen agrees to maintain complete records of fees collected, animals impounded, redeemed, or destroyed, complaints, and investigations conducted under this agreement. Aberdeen shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. Aberdeen agrees that

Westport or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

E. Reports. Aberdeen shall submit periodic activity reports to Westport in a format mutually agreed upon by the parties;

F. Equipment and supplies. Aberdeen shall furnish all necessary equipment and supplies for the animal control services furnished by Aberdeen under this Agreement, except as otherwise expressly provided in writing by Westport.

2. Obligations of Westport. In exchange for the services provided by Aberdeen under Section 1 of this Agreement, Westport agrees to the following:

A. Direct payment for services. Westport agrees to pay Aberdeen for Animal Control Services provided in accordance with the fee schedule attached as Exhibit A and incorporated herein by reference.

B. Third party payments. Aberdeen shall retain all impound, boarding, and licensing fees established by Westport and collected by Aberdeen from animal owners redeeming impounded dogs and cats at Aberdeen's facilities. Westport shall retain all animal license fees collected in Westport;

C. Boarding fees. Aberdeen will provide boarding for impounded animals at the owner's expense for up to five (5) days without reimbursement from Westport. Westport shall reimburse Aberdeen for all boarding costs for animals impounded under this agreement that are held beyond the five day period as evidence in a Westport prosecution or as otherwise required by state law or Westport ordinance. Nothing in this agreement shall require Aberdeen to hold any animal impounded under this Agreement for more than the minimum redemption period established by Westport ordinance.

D. Limited commission. Westport shall provide a limited Law Enforcement Commission to Aberdeen's Animal Control Officer for the purpose of enforcing Westport animal control ordinances.

3. Termination. If either party fails to comply with the terms and conditions of this Agreement, the other party may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement for convenience, without cause, upon giving one-hundred twenty (120) days advance notice in writing of intent to terminate.

4. Waiver. Failure to comply with any of the provisions of this Agreement shall constitute a material breach and cause for termination. Forgiveness of nonperformance of any provision of this Agreement does not constitute a waiver of the relevant provision nor of any other provision of this Agreement.

5. Insurance. For the duration of this Agreement, Aberdeen and Westport shall maintain insurance coverage through membership in the Washington Cities Insurance Authority.

6. Indemnification and Hold Harmless. All services performed by Aberdeen under this Agreement will be performed entirely at Aberdeen's own risk and Aberdeen expressly agrees to

indemnify and hold harmless Westport and all its officers, agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against Westport which result from, arise out of, or are in any way connected with the services to be performed by Aberdeen under this Agreement, except for injuries and damages caused by the sole negligence of the Westport, including challenges to the validity of any Westport ordinance or damage claims for prosecutions or impoundments directed by Westport.

7. **Recording.** Westport shall record this Agreement with the Grays Harbor County Auditor upon execution.

8. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

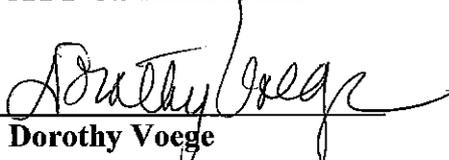
9. **Entire Agreement.** This agreement is the complete expression of the terms hereto and any oral representations or other understandings not incorporated herein are excluded.

10. **Modification.** No change, alteration, modification or addition to this Agreement will be effective unless it is in writing and properly signed by the parties hereto.

11. **Effective date.** This agreement shall take effect upon execution by both parties and shall terminate on December 31, 2007, unless earlier terminated as provided in Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

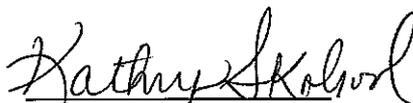
CITY OF ABERDEEN


Dorothy Voege
Mayor of Aberdeen

CITY OF WESTPORT


Michael Bruce
Mayor of Westport

Attest:


Kathryn Sklorood,
Finance Director

APPENDIX 1

CITY OF ABERDEEN CONTRACTUAL ANIMAL CONTROL COST

These costs are reflective of what our cost are for supplying Animal control Services for the City of Aberdeen.
This does not include the cost of the Animal Control Shelter Custodian

PERSONNEL COST

ACO Officer	\$ 29.78	per hour which includes all contractual benefits
ACO Vehicle	\$ 8.00	per hour for vehicle includes maintenance and fuel
Administration Fees	\$ 3.00	per hour
Per Day Cost	\$ 326.21	Based on an 8 hr. day
OT Cost	\$ 47.66	per hour plus vehicle time

BOARDING FEE

All Animals	\$ 5.50	per day fee will include feeding and care while at shelter
-------------	---------	--

EUTHANASIA

Kitten	\$ 5.75
Cat	\$ 7.43
Dog < 40 lbs	\$ 10.90
Dog > 40 lbs	\$ 13.31
Dog > 80 lbs	\$ 19.05