

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

This agreement, executed in duplicate between Lewis County, Washington, a municipal corporation (hereinafter "County"), and the City of Chehalis, 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 animals within their respective jurisdictions, and are authorized under provisions of Chapter 39.34 RCW to contract with one another for the provision of any governmental service, activity, or undertaking which each public agency entering into the agreement is authorized by law to perform; and

WHEREAS, City had previously contracted with County to provide for collection and disposition of lost and stray dogs and cats through adoption or euthanasia; and

WHEREAS, City has developed its own facilities and procedures for the collection of such animals, but desires to retain the services of County for disposition of the animals; NOW THEREFOR

IT IS HEREBY AGREED AS FOLLOWS:

I. Term of Agreement

This agreement shall become effective upon the later of dates of execution by the parties and shall continue thereafter until completion of the respective performances of the parties.

II. Scope and Term of Agreement

This agreement is intended for the County to provide adoption and euthanasia services to the City for purposes of lost and stray dogs and cats through the County Animal Shelter, all in accordance with the interests of public health, safety and general welfare. The term of this agreement will be for the period of January 1st through December 31st of 1997. This agreement will automatically be renewed on January 1st of each successive year unless notice of termination is tendered in accordance with the below stated provisions.

III. Fee Schedule for County Services

Except as to the 1997 calendar year, a fee schedule reflecting the disposition-only services tendered by County to City will be adopted by County no later than August 31st of each year and thereafter published to City, for services provided during the coming calendar year. The fee schedule for 1997 is attached hereto and incorporated herein. Notwithstanding the provisions of this section, nothing shall prevent the County from negotiating a reduced fee structure with the City.

IV. Obligations of County

County shall:

1. Receive and place a collection hold on animals received from City for a period of seventy-two hours, excluding Saturday, Sunday and County holidays, prior to either placing the animals for adoption or for euthanasia, which shall be at the sole discretion of County. In such matters a collection and disposition fee will be assessed by County to City.

2. Receive from the City and process animals for disposition by adoption or by euthanasia, which shall be at the sole discretion of County, with the lesser disposition-only fee assessed by County to City; PROVIDED, that City shall warrant and represent to County that the City has already completed a collection hold on such animals within City facilities for a period of seventy-two hours, excluding Saturday, Sunday and County holidays, prior to transport of the animal to County for disposition; and PROVIDED that City thereby claims and represents sole ownership of the animal transported.
3. Release animals which are received from City to their owner(s) only upon receiving from said owner(s) proof of payment to the City of all applicable fees and charges for collection and disposition, and other such matters associated with the animal.
4. Provide collection of animals within City boundaries on a limited, emergency on-call basis, at the sole discretion of County. City will be assessed an hourly rate and mileage, as set by County on an annual basis. Such on-call collection which occur outside normal County working hours shall be limited to collection of injured or vicious animals and shall be assessed at one and one-half (1.5) times the normal rate and mileage charges.
5. Provide personnel, including the County Humane Officer, to assist the City in individual matters, at the sole discretion of County, and shall assess the City the hourly rate and mileage noted in Item No. 4, above.
6. Receive other types of domestic and agricultural animals from City for which County possesses requisite facilities and staffing, at the sole determination of County. City will be assessed daily fees and charges for such animals, as set forth in Lewis County Ordinance No. 1133.
7. County shall verify City residency for any animal turned in by a City resident. County shall establish an affirmative, check-off procedure for purposes of attesting to each verification, and make such information available to the City upon request.

V. Obligations of City

City shall:

1. Following collection of an animal, the City at its discretion, can elect to: 1) transport the animal to County for processing by the County pursuant to Item 2 of Obligations of County; or 2) transport the animal to County for processing by the County pursuant to Item 1 of said Obligations. If City elects to transport under Item 2 of said Obligations, City shall complete and perfect said seventy-two (72) hour hold, excluding Saturday, Sunday and County holidays, on the animal prior to transport to County, and shall thereby claim sole ownership of the animal so transported.
2. Indemnify and hold harmless County, its employees, officers and agents with respect to all liability, claims, losses, demands, actions, penalties (civil, administrative and criminal), costs, fees (including attorney fees), or cause of action by any reason whatsoever caused, arising out of City's performance or nonperformance, act or omission with respect to this Agreement, and specifically with regard to collection, transport and claim of ownership of any animal by City.

3. At its own expense and obligation, conform with all applicable laws, regulations, permits, orders, or requirements of any public authority affecting this Agreement.

VI. Termination and Amendment

Upon execution by both parties hereto, this agreement may not be prematurely 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 rights 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.

Notices required to be in writing under this agreement shall be given as follows:

If to County:

ATTN: David Schilperoort, Director
Community Services Department
360 NW North St.
Chehalis, WA 98532-1900

If to City:

ATTN: Joanne Schwartz, Director
Community Services Department
PO Box 871
Chehalis, WA 98532

Notices shall be deemed effective if mailed upon the third day following deposit thereof 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 to which notices may be given by giving 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 inure to the benefit of 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, this 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 signature by all parties hereto and upon its filing with the Lewis County Auditor and the Washington Secretary of State,

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

ATTEST:

Betty Eder
Clerk of the Board

Richard A. Kaha
Chairman

APPROVED AS TO FORM:

JEREMY RANDOLPH
Prosecuting Attorney

Douglas Jensen, Civil Deputy

Member Gene A. Redick

Member Jeremy Randolph

Dated: January 27, 1997

CITY OF CHEHALIS, WASHINGTON

By: Daniel M. Campbell
Title: City Manager

Dated: January 17, 1997

APPROVED AS TO FORM:

[Signature]
City Attorney

Lewis County Department of Community Services

**1997 LEWIS COUNTY ANIMAL SHELTER FEES
FOR
CITY OF CHEHALIS**

IMPOUND FEES

DOGS	\$26.50	CATS	\$15.75
PUPPIES	\$13.25	KITTENS	\$8.00
LITTER	\$31.50	LITTER	\$22.00

DISPOSAL FEES

SMALL	0-25 lbs.	\$6.00
MEDIUM	25-50 lbs.	\$8.00
LARGE	50+ lbs.	\$10.00

TIME AND MILEAGE

30¢ PER MILE (\$5.00 MINIMUM)

\$15.00 PER HOUR (2 HOUR/\$30.00 MINIMUM)

**REDUCED IMPOUND FEES FOR ANIMALS
OWNED BY THE CITY**

DOGS	\$20.00	CATS	\$10.00
PUPPIES	\$10.00	KITTENS	\$6.00
LITTER	\$25.00	LITTER	\$15.00

RABIES QUARANTINE • \$10.00 PER DAY

