

AGREEMENT FOR ANIMAL SHELTERING/DISPOSAL SERVICES

This Agreement for animal sheltering/disposal services entered into between the Tri-Cities Animal Control Authority ("ACA"), A2Z Animal Sheltering Services, DBA Tri-Cities Animal Shelter and Control Services ("A2Z") and the City of Benton City ("City") is entered into for the purposes of providing animal sheltering/disposal services for dogs for the City of Benton City, subject to the terms and conditions set forth below.

I. Recitals

WHEREAS, the ACA consists of the Cities of Richland, Pasco, and Kennewick, who have formed the ACA through the Interlocal Cooperation Act, 39.34 RCW, and

WHEREAS, the ACA has designated the City of Pasco as its Operating Jurisdiction, and

WHEREAS, the ACA provides animal sheltering/disposal services through its contractor, A2Z Animal Sheltering Services, doing business as Tri-Cities Animal Shelter and Control Services, and

WHEREAS, the City of Benton City desires to have animal sheltering/disposal services performed by ACA through its contractor A2Z, and

WHEREAS, a cost needs to be determined for the sheltering/disposal of animals from Benton City; NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS:

II. Agreement

- 2.1 A2Z shall be authorized to perform animal sheltering/disposal for the City of Benton City.
- 2.2 The City of Benton City shall be authorized to deliver up to five (5) dogs on a weekly basis. Deliveries for sheltering and disposal shall be coordinated with A2Z (1312 S. 18th Ave., Pasco WA). It is understood and agreed that delivery and sheltering may depend on circumstances out of the control of the parties and that all parties agree to cooperate and work in good faith to meet the intent of this Agreement.
- 2.3 The following cost per animal shall apply: Intake fee: \$30 per animal; Sheltering per animal/day: \$30 (minimum hold times apply); Euthanize \$50 per animal; and Rendering \$60 per animal. Payments shall be made to A2Z by City and A2Z shall remit payments to the ACA
- 2.4 This agreement, allowing the delivery of dogs for sheltering/disposal services is conditional upon available capacity at the shelter for the provision of said services. If, in the sole opinion of A2Z, after consideration of circumstances and alternatives,

it is determined that there is not sufficient capacity at the shelter to accept any additional animals from Benton City, such animals must be held or disposed of elsewhere until sufficient capacity is available.

- 2.5 In exchange for providing this sheltering/disposal service, the City of Benton City agrees to defend and indemnify the ACA, the cities of Pasco, Kennewick and Richland and A2Z Animal Sheltering Services, from any claims or suits of any nature related to the sheltering or disposal of an animal by A2Z, except for claims or suits arising from or related acts, omissions and/or negligence of A2Z or ACA. This includes, but is not limited to, any claims by animal owners that their pet was unlawfully seized by Benton City, its Police or agents, was euthanized in violation of any holding periods, was improperly euthanized, or that notice requirements were not followed before euthanasia occurred.

III. Terms

- 3.1 This Agreement shall become effective on the 3 day of July, 2007, and shall remain in effect until December 31, 2008.
- 3.2 This Agreement may be terminated by either party on 60 days written notice.

IV. General Obligations

This Agreement may be amended by a written mutual Agreement between the parties.

V. Jurisdiction

Jurisdiction for any disputes related to the scope of this Agreement shall be in Franklin County Superior Court, Franklin County, Washington.

VI. Contacts

All written contacts shall be made to the following:

City of Benton City

Bryan H. Robinson
Mayor
708 9th Ave, P.O. Box 70
Benton City, WA 99320
(509) 588-3322

Animal Control Authority:

Stan Strebel
City of Pasco
P. O. Box 293
Pasco, WA 99301
(509)543-5757

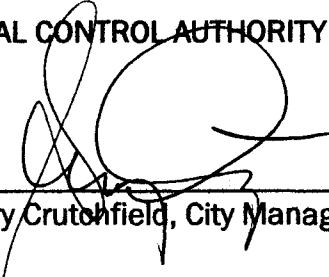
The parties may renew this Agreement upon at least 30 days notice prior to the termination of this Agreement. If this Agreement is not renewed through inadvertence, but the parties continue to perform, it shall be at the rate and terms set forth herein.

DATED this 11 day of July, 2007.

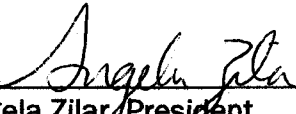
Approved as to form:

By 
Leland B. Kerr, Pasco City Attorney

ANIMAL CONTROL AUTHORITY

By 
Gary Crutchfield, City Manager, City of Pasco

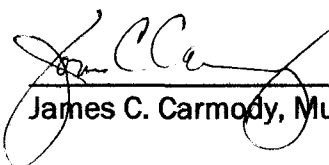
A2Z Animal Sheltering Services dba Tri-Cities
Animal Shelter and Animal Control Services

By 
Angela Zilar, President

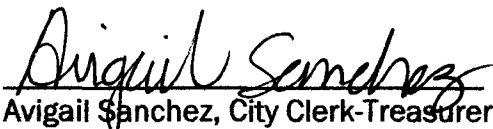
CITY OF BENTON CITY

By 
Bryan H. Robinson, Mayor

Approved as to form:


James C. Carmody, Municipal Attorney

Attest:


Avigail Sanchez, City Clerk-Treasurer