

**SUBJECT: Animal Control**

REQUESTED BY: Wasilla City Council

PREPARED BY: *[Signature]* Deputy Clerk

DATE: July 19, 1999

FOR AGENDA OF: July 26, 1999

**SUMMARY:**

Attached please find a letter we received from Mat-Su Borough Animal Control addressing animal control statistics in the City of Wasilla.

Also, attached is a copy of our current contract with the borough for animal control services.

FISCAL IMPACT:  No  Yes, amount requested: \$

Fund:

RECOMMENDED ACTION: N/A

**MAYOR REVIEW/COMMENT:**

Presented with: CM 99-37  
Date: 7/26/99 Verified by: FR

*[Signature]*  
Reviewed by: SARAH PALIN, Mayor

Attachments: Letter Dated July 16, 1999  
Animal Control Contract



# MATANUSKA-SUSITNA BOROUGH

## Department of Public Safety

680 North Seward Meridian Parkway, Wasilla, Alaska 99654  
PHONE (907) 373-8800 \* FAX (907) 376-0799

July 16, 1999

Kristie L. VanGorder, Clerk  
City of Wasilla  
290 East Herning Avenue  
Wasilla, Alaska 99654-7091

Dear Ms. VanGorder:

I would like to apologize for the time it has taken Animal Control to address your questions on the amount of service that is given to the City of Wasilla. Our computers crashed twice during the period of time you are asking for information so the animal control staff has hand counted and compiled the following list.

- The number of licenses issued for the City of Wasilla:
 

1996 - 63	1997 - 33
1998 - 39	1999 - 11 (January - June)
  
- The number of animals picked up and claimed by city residents:
 

1996 - 26	1997 - 21
1998 - 19	1999 - 11 (January - June)
  
- The number of animals picked up within the city limits and euthanized:
 

1997 - 115	1998 - 106
1999 - 93 (January - June)	
  
- The number of animals picked up within the city limits and placed in other area throughout the borough.
 

1998 - 83 (May - December)	1999 - 86 (January - June)
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- The number of calls animal control staff have responded to within the city:
 

1997 - 196	1998 - 271
1999 - 215 (January - June)	

Kristie VanGorder  
July 16, 1999  
Page 2 of 2

The fees that have been reimbursed to the city by the borough have been for licenses, owner claims, and adoption of the animals. The money collected on citations is refunded directly to the city by the state.

If you have any other questions, please do not hesitate to contact our office.

Sincerely,



R. MELVIN VOSTRY, Acting Director  
Department of Public Safety

pc: Mayor Sarah Palin  
Council Members  
John Cramer, Deputy Administrator  
Erling Nelson, Finance Director

ADDENDUM NO. 4  
to  
AGREEMENT TO FURNISH ANIMAL CONTROL  
ENFORCEMENT AND SHELTER SERVICES  
between the  
THE MATANUSKA-SUSITNA BOROUGH  
and the  
CITY OF WASILLA

THIS AMENDMENT NO. 4 hereby amends the Agreement to Furnish Animal Control Enforcement and Shelter Services between the Matanuska-Susitna Borough and the City of Wasilla dated November 18, 1993, as follows:

**Section 1. Term.**

The term of this agreement shall be from July 1, 1997, through June 30, 1999, inclusive unless terminated sooner in accordance with the provisions of this agreement. This agreement may be extended if agreed to in writing by both parties.

**Section 3. Compensation.**

A. For services provided under the terms of this contract the City has paid to the Borough the sum of \$26,000 for the period of July 1, 1997 through and including June 30, 1998.

B. For services provided under the terms of this contract the City shall pay to the Borough the sum of \$26,000 for the period of July 1, 1998 through and including June 30, 1999. The first payment of \$3,250 shall be made 15 days after the signing of this agreement and seven subsequent payments due the first of the month beginning December 1, 1998, and ending June 1, 1999.

Except as herein amended, all other terms, conditions, and specifications remain the same.

MATANUSKA-SUSITNA BOROUGH

CITY OF WASILLA

*Michael J. Scott*

MICHAEL J. SCOTT  
Borough Manager

*Sarah Palin*

SARAH PALIN  
City Mayor

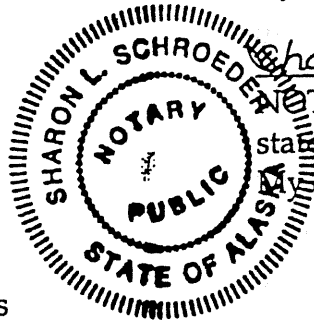
Dated: December 8, 1998.

Dated: 11-19, 1998.

STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on this 19 day of November, 1998, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared SARAH PALIN known to me to be the MAYOR of the CITY OF WASILLA, ALASKA, the organization named in the foregoing instrument, and he acknowledged to me that he had, in his official capacity, executed the foregoing instrument as the free act and deed of the said organization for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year first above written.



*Sharon L. Schroeder*  
NOTARY PUBLIC in and for the  
state of Alaska.  
My commission expires: 08/15/01

STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on this 8<sup>th</sup> day of December, 1998, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared MICHAEL J. SCOTT, known to me to be the MANAGER of the MATANUSKA-SUSITNA BOROUGH, the organization named in the foregoing instrument, and he acknowledged to me that he had, in his official capacity, executed the foregoing instrument as the free act and deed of the said organization for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year first above written.



*Kathryn M. Wolf*  
NOTARY PUBLIC in and for the  
state of Alaska.  
My commission expires: 8/28/02

**ADDENDUM NO. 3**  
to  
**AGREEMENT TO FURNISH ANIMAL CONTROL  
ENFORCEMENT AND SHELTER SERVICES**  
between the  
**THE MATANUSKA-SUSITNA BOROUGH**  
and the  
**CITY OF WASILLA**

**THIS AMENDMENT NO. 3** hereby amends the Agreement to Furnish Animal Control Enforcement and Shelter Services between the Matanuska-Susitna Borough and the City of Wasilla dated November 18, 1993, as follows:

**Section 1. Term.**

The term of this agreement shall be from July 1, 1996, through June 30, 1997, inclusive unless terminated sooner in accordance with the provisions of this agreement. This agreement may be extended if agreed to in writing by both parties.

**Section 3. Compensation.**

A. For services provided under the terms of this contract the City shall pay to the Borough the sum of \$26,000 for the period of July 1, 1996, through and including June 30, 1997. The first payment of \$2,166 shall be made 15 days after the signing of this agreement and ten subsequent payments due the first of the month beginning August 1, 1996, and ending May 1, 1997, with the twelfth payment of \$2,174 being due on June 1, 1997.

B. For any animal taken into protective custody under WMC 12.05.100 the City shall reimburse the Borough all costs for such custody including but not limited to daily boarding costs, veterinarian charges and prescribed medications, transportation of the animal(s), and special foods. The City must approve, in advance and in writing, any costs for protective custody over and above normal boarding fees and the required veterinarian examination (WMC 12.05.100(B)).



ADDENDUM NO. 2

to

AGREEMENT TO FURNISH ANIMAL CONTROL  
ENFORCEMENT AND SHELTER SERVICES

BETWEEN

THE MATANUSKA-SUSITNA BOROUGH

AND

CITY OF WASILLA

THIS AMENDMENT NO. 2 hereby amends the Agreement to Furnish Animal Control Enforcement and Shelter Services between the Matanuska-Susitna Borough and the City of Wasilla dated November 18, 1993, as follows:

Section 1. Term.

The term of this agreement shall be from July 1, 1995, through June 30, 1996, inclusive unless terminated sooner in accordance with the provisions of this agreement. This agreement may be extended if agreed to in writing by both parties.

Except as herein amended, all other terms, conditions, and specifications remain the same.

MATANUSKA-SUSITNA BOROUGH

CITY OF WASILLA

By: Donald L. Moore  
DONALD L. MOORE  
Borough Manager

By: John Stein  
JOHN STEIN  
City Mayor

Dated: 6 July 1995

Dated: June 23 1995



STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on this 23rd day of June, 1995, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared JOHN STEIN known to me to be the MAYOR of the CITY OF WASILLA, ALASKA, the organization named in the foregoing instrument, and he acknowledged to me that he had, in his official capacity, executed the foregoing instrument as the free act and deed of the said organization for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year first above written.

Suzanne Hartwick  
NOTARY PUBLIC in and for the  
state of Alaska.  
My commission expires: 2-7-97

STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on this 6 day of July, 1995, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared DONALD L. MOORE known to me to be the MANAGER of the MATANUSKA-SUSITNA BOROUGH, the organization named in the foregoing instrument, and he acknowledged to me that he had, in his official capacity, executed the foregoing instrument as the free act and deed of the said organization for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year first above written.

Sam J. Steben  
NOTARY PUBLIC in and for the  
state of Alaska.  
My commission expires: 7-3-96

AMENDMENT NO. 1

to

AGREEMENT TO FURNISH ANIMAL CONTROL  
ENFORCEMENT AND SHELTER SERVICES

BETWEEN

THE MATANUSKA-SUSITNA BOROUGH

AND

CITY OF WASILLA

THIS AMENDMENT NO. 1 hereby amends the Agreement to Furnish Animal Control Enforcement and Shelter Services between the Matanuska-Susitna Borough and the City of Wasilla dated November 18, 1993, as follows:

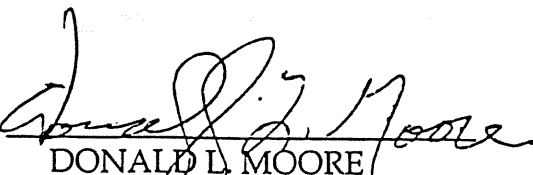
Section 1, Term.

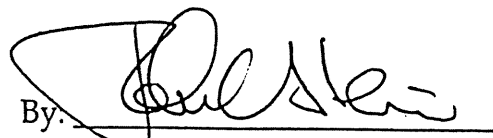
The term of this agreement shall be from July 1, 1994, through June 30, 1995, inclusive unless terminated sooner in accordance with the provisions of this agreement. This agreement may be extended if agreed to in writing by both parties.

Except as herein amended, all other terms, conditions, and specifications remain the same.

MATANUSKA-SUSITNA BOROUGH

CITY OF WASILLA

By:   
DONALD L. MOORE  
Borough Manager

By:   
JOHN STEIN  
City Mayor

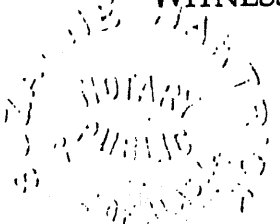
Dated: 28 June 1994

Dated: June 18, 1994

STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on this 18<sup>th</sup> day of June, 1994, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared JOHN STEIN known to me to be the MAYOR of the CITY OF WASILLA, ALASKA, the organization named in the foregoing instrument, and he acknowledged to me that he had, in his official capacity, executed the foregoing instrument as the free act and deed of the said organization for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year first above written.



Suzanne Hartuck  
NOTARY PUBLIC in and for the  
state of Alaska.  
My commission expires: 2-7-97

STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on this 28 day of June, 1994, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared DONALD L. MOORE known to me to be the MANAGER of the MATANUSKA-SUSITNA BOROUGH, the organization named in the foregoing instrument, and he acknowledged to me that he had, in his official capacity, executed the foregoing instrument as the free act and deed of the said organization for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year first above written.

Clair C. Reaver  
NOTARY PUBLIC in and for the  
state of Alaska.  
My commission expires: 4-26-95

AGREEMENT TO FURNISH ANIMAL CONTROL  
ENFORCEMENT AND SHELTER SERVICES  
BETWEEN  
THE MATANUSKA-SUSITNA BOROUGH  
AND  
THE CITY OF WASILLA

This agreement is entered into between the Matanuska-Susitna Borough, hereinafter called the "Borough," and the city of Wasilla, hereinafter called the "City".

SECTION 1. Term.

The term of this agreement shall be from July 1, 1993, through June 30, 1994, inclusive unless terminated sooner in accordance with the provisions of this agreement. This agreement may be extended if agreed to in writing by both parties.

SECTION 2. Scope of Services.

- A. The City desires to contract with the Borough for animal control shelter and enforcement services. Services shall be substantially similar to or equal to animal control shelter and enforcement services provided by the Borough or its Contractor in the area of the Borough outside of the cities of Palmer and Houston.
- B. The Borough shall provide the services through a contract with the Mat-Su Valley Humane Society Inc., hereinafter called "Contractor."
- C. The Borough and its Contractor shall provide services within the city of Wasilla similar to or equal to the services described in the agreement between the Borough and the Contractor. (Attachment "A")
- D. The Borough Director of Public Safety shall act as the Wasilla Chief Animal Control Officer and be delegated such powers and authority as is vested in the Wasilla Chief Animal Control Officer specified in Wasilla Municipal Code Chapter 12.
- E. The Borough will only enforce infractions under Wasilla Municipal Code Chapter 12. Enforcement shall include but is not limited to receiving complaints, investigating complaints, issuing citations and appearing at court proceedings. The Borough shall not be responsible for any attorney services related to infractions.
- F. The Borough shall not be responsible for the prosecution, including preparation of court documents, providing a prosecuting attorney, court costs and expenses, jail costs or any other costs associated with misdemeanor charges. It is the City's sole responsibility to determine misdemeanor offense prosecution. The Borough shall as a part of this contract provide initial investigations, reports, and any evidence found during the course of the Borough's investigation to the attorney of choice. The Borough further agrees that as a part of this agreement it will provide to the City attorney assistance in additional investigations concerning a misdemeanor complaint. The City shall by letter notify the borough of the attorney designated by the City to handle misdemeanor cases.
- G. The City shall provide the Borough, at the City's expense, the following documents and forms:

1. infraction citations and warnings,
2. city animal licenses and applications,
3. kennel licenses and applications, and
4. copies of Wasilla Animal Control Code for the public.

H. The Borough shall charge the fees set by Wasilla Municipal Code (WMC), Chapter 12, or as directed by the City for services provided under this agreement. The Borough shall account for all fees received by the Borough on behalf of the City. Fees collected by the Borough on behalf of the City shall be remitted to the City monthly. The Borough shall retain one percent (1%) of fees collected in exchange for processing the fees.

I. The Borough shall provide shelter services to the public during the following hours:

Monday, Wednesday, Friday, Saturday -- 10:00 am - 6:00 pm  
Tuesday, Thursday -- 11:00 am - 8:00 pm  
Sunday -- 12:00 pm - 4:00 pm.

The shelter shall be closed to the public on the following holidays:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day.

J. The Borough shall provide routine and emergency enforcement services during the following hours:

Monday	8:00 am - 6:00 pm
Tuesday	8:00 am - 8:00 pm
Wednesday	8:00 am - 6:00 pm
Thursday	8:00 am - 8:00 pm
Friday	8:00 am - 6:00 pm
Saturday	9:00 am - 6:00 pm

For emergency calls after the above hours, holidays, or Sundays, an officer will be on call to respond to requests by the public or Wasilla Police Department. Such call outs shall be limited to bite or attack incidents, cases of cruelty or inhumane care in which the life of the animal(s) is in imminent danger, or for incidents involving a domestic animal that is an imminent danger to the public.

For non-emergency calls occurring after the above hours, holidays or Sundays, the information shall be forwarded to the on duty officer who may respond by telephone or in person depending on the nature of the event and the time of occurrence.

### SECTION 3. Compensation.

A. For services provided under the terms of this contract the City shall pay to the Borough the sum of \$24,000 for the period of July 1, 1993, through and including June 30, 1994. Such payments shall be made monthly in the amount of \$2,000. The first payment shall be due 15 days after the signing of this agreement and all subsequent payments being due the first of the month beginning August 1, 1993, and ending June 1, 1994.

B. For any animal taken into protective custody under WMC 12.05.100 the City shall reimburse the Borough all costs for such custody including but not limited to daily boarding costs, veterinarian charges and prescribed medications, transportation of the animal(s), and special foods. The City must approve, in advance and in writing, any costs for protective custody over and above normal boarding fees and the required veterinarian examination ((WMC 12.05.100(B))).

#### SECTION 4. Termination.

##### A. Termination of Contract for Cause.

If, through any cause, either party shall fail to fulfill in a timely and proper manner the obligations under this contract, or if the either party violates any of the covenants, agreements, or stipulations of this contract, the other party has the right to terminate this contract by giving written notice of termination to the party in violation of the contract, specifying the effective date of termination at least five (5) days before the effective date. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Borough under this contract are the property of the Borough except that the Borough shall provide to the City all forms, documents, and citations provided by the City to the Borough under this agreement; copies of all pending bite or attack cases; and any current or pending investigations under WMC Chapter 12. Such documents, materials and information shall be provided to the City no later than five (5) working days after termination of this agreement .

##### B. Termination for Convenience of Borough.

The Borough may terminate this contract at any time by giving written notice to the City at least sixty (60) days prior to termination and specifying the effective date of termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Borough under this contract are the property of the Borough except that the Borough shall provide to the City all forms, documents, and citations provided by the City to the Borough under this agreement; copies of all pending bite or attack cases; and any current or pending investigations under WMC Chapter 12. Such documents, materials and information shall be provided to the City no later than five (5) working days after termination of this agreement.

C. If this agreement is terminated by either party, the Borough shall be entitled to payment for services pro-rated over the agreement term.

#### SECTION 5. Causes Beyond Control.

In the event the Borough is prevented by a cause or causes beyond control of the Borough from performing any obligation of this contract, non-performance resulting from such cause or causes shall not be deemed to be a breach of this contract which will render the Borough liable for damages or give rights to cancellation of the contract for cause. However, if and when such cause or causes cease to prevent performance, the Borough shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Borough and which prevent the performance of the Borough: fire, explosions, severe weather conditions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Borough from performing the terms of the contract as set forth herein. If the parties do not agree on

whether an event is a cause beyond the control of the Borough, the Borough will ultimately decide whether a cause beyond its control has occurred.

**SECTION 6. Modifications.**

The parties may mutually agree to modify the terms of the contract. Modifications to the contract shall be incorporated into the contract by written amendments executed by both parties.

**SECTION 7. Equal Employment Opportunity.**

The Borough will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Borough shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Borough agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Borough will, in all solicitations or advertisements for employees placed by or on behalf of the Borough, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Borough will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract.

**SECTION 8. Interest of Members of the City of Wasilla and Others.**

No officer, member or employee of the city of Wasilla or the Borough and no member of its governing bodies, and no other public official of the governing bodies shall participate in any decision relating to this contract which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

**SECTION 9. Interest of Borough.**

The Borough covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Borough further covenants that in the performance of this contract, no person having any such interest shall be employed.

**SECTION 10. Findings Confidential.**

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Borough under this contract which the Borough requests to be kept confidential shall not be made available to any individual or organization by the Borough without the prior written approval of the Borough.

**SECTION 11. Officials Not to Benefit.**

No members of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this contract. No member of the legislature or officer of the state of Alaska or the

Borough shall be admitted to any share or part hereof or to any benefit to arise from this contract.

**SECTION 12. Publication, Reproduction and Use of Materials.**

No material produced, in whole or in part, under this contract shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

**SECTION 13. Jurisdiction: Choice of Law.**

Any civil action arising from this contract shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

**SECTION 14. Non-Waiver.**

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

**SECTION 15. Permits and Laws.**

The Borough and City shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this contract. All actions taken by either party under this contract shall comply with all applicable statutes, ordinances, rules and regulations.

**SECTION 16. Contract Administration.**

A. The Borough Director of Public Safety, or their designee, will be the representative of the Borough administering this Agreement.

B. The services to be furnished by the Borough shall be administered, supervised, and directed by the Borough Director of Public Safety or his designee.

C. The Mayor, or their designee, shall be the representative of the City administering this agreement.

**SECTION 17. Integration.**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Attachment "A" - Contract between the Borough and Mat-Su Humane Society

**SECTION 18. Interpretation and Enforcement.**

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.



**SECTION 19. City Insurance.**

The City shall provide to the borough a Certificate of Insurance naming the Borough, the Borough Department of Public Safety, and the Chief Animal Control Officer as an additional insured under the city's General Liability and Errors and Omissions for Public Officials policies.

**SECTION 20. Severability.**

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

**SECTION 21. Understanding.**

The parties acknowledge that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and are executing this Agreement of their own free will.

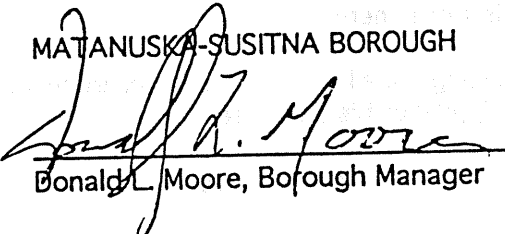
**SECTION 22. Notices.**

Any notice required pertaining to the subject matter of this Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

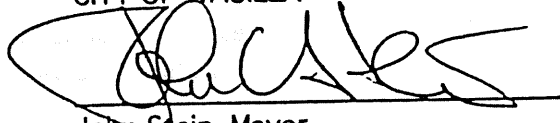
Borough: Department of Public Safety  
680 N Seward Meridian Parkway  
Wasilla Alaska 99654

City: City of Wasilla  
290 E. Herring Ave.  
Wasilla Alaska 99654

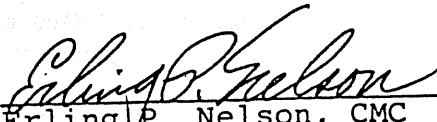
MATANUSKA-SUSITNA BOROUGH

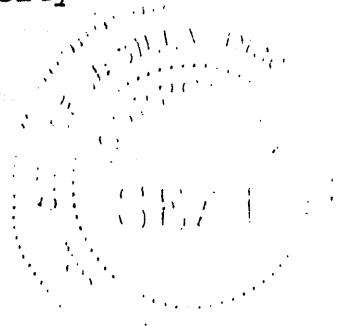
  
Donald L. Moore, Borough Manager

CITY OF WASILLA

  
John Stein, Mayor

ATTEST:

  
Erling P. Nelson, CMC  
City Clerk



STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on the 17<sup>th</sup> day of November, 1993, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN STEIN, to me known and known to me to be the identical individual described in and who executed the within and foregoing Animal Control Enforcement and Shelter Services Agreement, as Mayor of the City of Wasilla, a municipal corporation, and he acknowledged to me that he signed the same in the name of and for and on behalf of said corporation, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

*Suzanne Hartvik*  
NOTARY PUBLIC in and for  
State of Alaska  
Commission expires: 2-7-97

STATE OF ALASKA )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on the 1<sup>st</sup> day of November, 1993, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DONALD L. MOORE, to me known and known to me to be the identical individual described in and who executed the within and foregoing Animal Control Enforcement and Shelter Services Agreement, as Manager of the Matanuska-Susitna Borough, a municipal corporation, and he acknowledged to me that he signed the same in the name of and for and on behalf of said corporation, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

*Donald L. Moore*  
NOTARY PUBLIC in and for  
State of Alaska  
Commission expires: 4-26-95