

LR 8.1700d

DEC 17 1992

INTERGOVERNMENTAL AGREEMENT
FOR
JOINT ANIMAL SERVICES OPERATIONS

Adendum Attached

THIS AGREEMENT is made and executed this 16th day of November, 19 92, by and between the City of Lacey, Washington; the City of Olympia, Washington; the City of Tumwater, Washington; and Thurston County, Washington; all of which are organized under the laws of the State of Washington, witnesseth:

WHEREAS, the parties hereto have determined that it would be to the benefit of the citizens within their respective jurisdictions to join together for the operation of the animal shelter and the conduct of animal protection and control activities; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the parties to this Agreement to contract for the joint conduct of activities which each of the parties is authorized to perform,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Purpose of Agreement.

The purposes of this Agreement are:

- a. To formalize a process whereby animal protection and control activities can be provided for the parties.
- b. To establish the mechanism whereby joint operation of animal shelter facilities can proceed in an efficient and cost effective manner.
- c. To establish a policy making body called the Joint Animal Services Commission (the "Commission").

2. Basic Services.

Services to be provided and made available include, but are not limited to, the following:

- a. Operation and maintenance of an animal shelter and impound facilities for all dogs, cats and other pet animals as defined in RCW 16.70.020 and other animals that require humane care. The service will be for animals brought to the shelter by their caretakers ("owners" or keepers) for disposal as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.

- b. Service shall be rendered to the extent contracted for by the individual parties to the Agreement and shall include:
- (1) Humane enforcement of animal control laws;
 - (2) Licensing of animals;
 - (3) Securing aid for injured animals;
 - (4) An adoption program for homeless animals;
 - (5) Spay/neuter of animals to be adopted;
 - (6) Public education in the areas of responsible pet ownership and the interaction between humans and other animals.

3. Joint Animal Services Commission.

- a. This agreement establishes a policy-making body to be known as the Joint Animal Services Commission which shall consist of the following members:
- (1) One member of the Board of County Commissioners of Thurston County or designated alternate;
 - (2) One elected official of each of the cities of Olympia, Lacey, and Tumwater or designated alternate;
 - (3) One member selected by the South Puget Sound Veterinary Medical Association;
 - (4) One member selected by the Thurston County Humane Society from the membership of its Board.
- b. Voting. Each member on the Commission shall have one vote and a voice in all Commission business.
- c. Officers. Commission members shall select the chair and such other officers as deemed necessary for the efficient conduct of business.
- d. Meetings. The Commission shall be responsible to fix a time and place for its meetings.
- e. Rules and Procedures. The Commission shall adopt the rules and procedures it deems required for the proper and efficient conduct of its business.

- f. Powers and duties. The Commission shall have the following powers and duties:
- (1) Set policy for the management and operation of the animal shelter and animal protection and control activities.
 - (2) Submit budget recommendations to their respective jurisdictions for action.
 - (3) If a participating jurisdiction is unable to pay its full share of the budget based on units of service and population as set forth in Section 5b:
 - (a) The services described in Section 5b(1)(a) shall be reduced for the member unable to pay its appropriate share to the level which can be funded, or
 - (b) The assessment for each participating member shall be proportionately reduced, or
 - (c) The remaining jurisdictions may choose to pay proportionately more than their share to assure that all programs will be funded.
 - (d) The Commission shall recommend to the jurisdictions which option shall be followed.
 - (e) In any case, the proportionate share of the budget for shelter services as set forth in Section 5b(1)(b) and (c) shall be paid by each member.
 - (4) Ensure that the budget appropriation approved by each jurisdiction is submitted to the City of Lacey for inclusion in that City's annual budget.
 - (5) Set fees and charges for services related to the animal shelter and animal protection and control activities.
 - (6) Consult with and advise the City of Lacey in the City's appointment, management review, discipline and termination of the Director.
- g. It shall be the responsibility of each Commission member to provide general liability insurance, including errors and omissions coverage, for his/her actions as a Commission member through the member's agency.

4. Administrative Services.

The City of Lacey is hereby designated as the agency with authority and responsibility for providing any and all administrative services required, that are related to the operation of the animal shelter and the provision of animal protection and control services. The administrative services to be performed by the City of Lacey include but are not limited to the following:

- a. Act as custodian of the Joint Animal Services Fund created by this Agreement.
- b. Incorporate in its annual budget the budget for said operating fund as approved by the parties to this agreement.
- c. Maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the Washington State Auditor.
- d. Provide general and automobile liability insurance covering the operation of the animal shelter and the conduct of all animal protection and control activities. Such insurance shall, at a minimum, be for \$1 million per incident. The City of Lacey shall further indemnify and hold harmless the other parties and defend against any claims for personal injury or property damage arising out of the City of Lacey's management of the operation of the animal shelter and the conduct of animal protection and control activities. Provided, however, that the City of Lacey shall not indemnify, hold harmless, or defend against any claims arising out of the negligence of another party to this agreement or out of activities solely within such party's control.
- e. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of the Director. The City shall consider the advice of the Commission in performing this responsibility.
- f. In consultation with the Director, recruit, hire, discipline and terminate Animal Services employees.
- g. Provide direction and monitor performance of the Director to assure compliance with policies of the Commission and the City of Lacey.
- h. Maintain the duly appointed Director and other Animal Services employees as employees of the City of Lacey.

5. Finance.

In order to provide funds for the acquisition of joint facilities and the operation and maintenance of said facilities and the providing of animal protection and control services within the boundaries of governmental jurisdictions which are parties to this Agreement, it is agreed as follows:

- a. There shall be established a special fund of the City of Lacey into which revenues received from the parties to this Agreement shall be deposited. Said fund shall be a part of the City of Lacey annual budget and administered in accordance with City budget regulations and guidelines, and expenditures from said fund shall be made only for animal shelter and animal protection and control activities, including the actual administrative costs and overhead of the City incurred pursuant to its obligations set forth herein.
- b. Each of the parties to this Agreement shall pay into said Joint Animal Services Fund for animal shelter and animal protection and control activities as follows:
 - (1) Each party will pay an assessment to cover the costs of the animal shelter and protection and control activities based upon the following criteria:
 - (a) Units of service will be used for animal protection and control activities (field activities) as set forth in Exhibit A.
 - (b) Population will be used for 50% of shelter activities
 - (c) Units of service will be used for the remaining 50% of shelter activities. (See Exhibit A)
 - (d) Units of special services for pet shop inspection and enforcement will be charged to the jurisdiction in which service is provided.
 - (2) Each party shall pay for the protection and control services in accordance with the actual cost of such service at the level requested by that party.
 - (3) The unit of service formula as described in Exhibit A shall be set by the Commission.
 - (4) The units of service assessed to each party to the agreement shall be based on the units rendered during the immediately preceding year.

- (5) Each party shall pay its share of the cost of shelter activities based upon the formula set forth in Section 5(b)(1) above.
- (6) Each party shall receive credit for revenue received from the sale of licenses, redemption of animals and adoption of animals. This credit shall be reflected when calculating annual assessments for service.
- (7) In the event that more revenue is received during a fiscal period than was planned to be available, the additional amount shall be deposited into the Joint Animal Services Fund. Such revenue may form the basis for a budget amendment upon recommendation of the Commission. Funds remaining at the end of a fiscal year shall be budgeted for the ensuing fiscal year as cash carry forward. The availability of such cash carry forward for budgeting shall be reflected in the charges assessed for shelter operation, subject to the establishment of a reasonable budgeted contingency fund by action of the Commission and the City of Lacey.
- (7) Each party shall pay one quarter of the annual assessment to the City of Lacey for deposit into the Joint Animal Services Fund by the 10th day of the first calendar month of each quarter.

6. Access to Records.

Duly authorized representatives of the parties to this Agreement shall have the right to inspect the records of the Joint Animal Services Commission and the books of accounts and records relating to animal protection and control and the Joint Animal Services Fund of the City of Lacey at any reasonable time.

7. Joint Use of Property.

- a. The real property and building located at 320 E. Thurston Avenue, Olympia, Washington, shall continue to be used as an animal shelter for the purposes of this contract. Title to said property shall remain in the City of Olympia, provided that the City of Olympia agrees to allow the Joint Animal Services Commission through its administrating agency full use of said property during the term of this Agreement for the uses described herein. Should this Agreement be terminated or should the parties determine to relocate the Animal Shelter, proceeds from the sale of the land shall revert to the City of Olympia and proceeds from the sale or disposition of the existing shelter and other improvements shall be deposited in the Joint Animal Services Fund for application to the costs of financing of a new shelter.

- b. All property and/or equipment presently owned and all property and/or equipment hereafter acquired with the approval of the Joint Animal Services Commission, to be used for animal shelter or control purposes, shall be considered joint facilities, the title to which shall be held by the City of Lacey for the benefit of and on behalf of all parties to this Agreement.
- c. Upon termination of this Agreement by all parties, each party may recover that portion of the existing joint facilities in an amount which represents its contribution to the purchase of property and/or equipment used for the purposes for which this Agreement is promulgated.

8. Admission of New Parties to the Agreement.

Additional or new parties to this Agreement may be included in the following manner:

- a. Potential party agrees to be committed to the terms and conditions of this Agreement for the purposes for which this Agreement is promulgated.
- b. Potential party agrees to pay the pro rated share of the cost of service based upon the month they become a party to this Agreement, in accordance with the provisions of paragraphs 5, or based on the actual cost of service until a use history is established, whichever is deemed more appropriate at time of application.
- c. Potential party approved by the Joint Animal Services Commission by majority vote at a regular Commission meeting.
- d. Evidence of the addition of a new party shall take the form of a written amendment to this Agreement.

9. Termination for Default.

In the event that one party to this Agreement fails to perform any of the obligations or provisions hereof, then the other parties to this Agreement may, by written notice, terminate, in whole or in part, the defaulting party's participation in this Agreement.

10. Arbitration.

In the event of a dispute between any of the parties to this Agreement relating to the construction of this Agreement or animal control or animal shelter services rendered pursuant to this Agreement, such dispute shall be settled by arbitration in conformity with the provisions of Chapter 7.04 RCW.

11. Term.

The term of this Agreement shall continue until the parties by unanimous agreement vote to terminate it. Minimum participation for any one party shall be three years. Withdrawal by one party after three years may occur only after providing to the other parties twelve months advance written notice of intent to withdraw from this Agreement. The withdrawal of one party from this Agreement shall not terminate the Agreement.

12. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

13. Review of Agreement.

The terms and conditions of this Agreement shall be reviewed by the Commission every second year for appropriateness and currency.

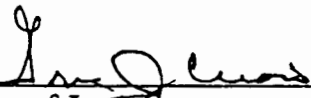
14. Amendments.

Any addition, deletion or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by a each of the parties.

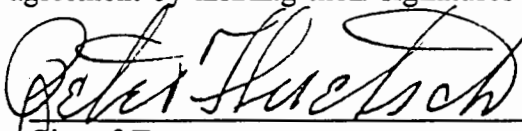
15. Governing Law.

This contract shall be governed in all respects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

THE PARTIES hereby acknowledge that they have read this Agreement in its entirety, including all attachments hereto, and do agree thereto in each and every particular. In witness whereof, the parties have evidenced their agreement by affixing their signatures hereunto.



City of Lacey



City of Tumwater



City of Olympia



Thurston County

EXHIBIT A
JOINT ANIMAL SERVICES
UNITS OF SERVICE BUDGET FORMULA

UNITS OF SERVICE:

Owner Animal Brought In	=	1 Times the number of animals
Stray Animal Brought In	=	12 Times the number of animals
Stray Animal Picked Up	=	16 Times the number of animals
Response to Complaint (Field Call)	=	8 Times the calls

BUDGET PORTION BASED ON UNITS OF SERVICE:

100% of Field Service Program
50% of Administration and Shelter Operation Programs

BUDGET PORTION BASED ON POPULATION

50% of Administration and Shelter Operation Programs

acagmt1.a

**ADDENDUM TO AND AMENDMENT OF INTERGOVERNMENTAL AGREEMENT
FOR
JOINT ANIMAL SERVICES OPERATIONS**

THIS ADDENDUM to the Intergovernmental Agreement for Joint Animal Services Operations dated November 16, 1992, and amendment of said agreement is made by and between the City of Lacey, Washington; the City of Olympia, Washington; the City of Tumwater, Washington; and Thurston County, Washington; all of which are original and current parties to such Intergovernmental Agreement for Joint Animal Services Operations.

WHEREAS, the parties hereto entered into an Intergovernmental Agreement for Joint Animal Services Operations dated November 16, 1992, and have conducted their affairs in accordance with said agreement, and

WHEREAS, the parties have, pursuant to paragraph 7 of such agreement, sold the existing shelter building and other improvements and have deposited the funds received therefrom in the Joint Animal Services Fund for application to the costs of financing a new shelter, and

WHEREAS, each of the parties has authorized the City of Lacey to act on behalf of the Joint Animal Services Commission and the named parties to enter into a Purchase and Sale Agreement to purchase real property and improvements located thereon, located at 3120 Martin Way, Olympia, Washington, for the sum of One Million Fifty Thousand Dollars (\$1,050,000.00), and

WHEREAS, the parties acknowledge that it will be necessary to borrow funds from First Community Bank of Washington or such other bank or financing institution as shall be deemed appropriate to pay for the purchase of said property and the remodeling and development of the same for use as the animal shelter facility, NOW, THEREFORE

IT IS HEREBY AGREED between the parties as follows:

1. Each of the parties execution of this Agreement authorize the City of Lacey, acting on behalf of all of the parties, to take such steps as are necessary to secure a loan from First Community Bank of Washington or such other bank or financing institution as shall be deemed appropriate to provide sufficient funds for the purchase, remodeling and development of that certain real property located at 3120 Martin Way, Olympia, Washington, and legally described on Exhibit "A" attached hereto. It is estimated that the total cost of such purchase, remodeling and development will not exceed the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). However, in negotiating the amount of such loan, the City of Lacey shall take into account funds received from the sale of the shelter building at 320 East Thurston Avenue, Olympia, Washington and any funds contributed by others. Each of the parties covenants to repay such loan in accordance with the payment formula set forth in paragraph 5.b.(1)(b) and (c) of such agreement.

Post-it® Fax Note	7671	Date	4-4-00	# of pages	2
To	Lynn Demure	From	Charlotte Taylor		
Co./Dept.	MRSC	Co.	City of Lacey		
Phone #		Phone #	360 438 5625		
Fax #	206 625 1220	Fax #			


2. Paragraph 11. of the Intergovernmental Agreement for Joint Animal Services Operations dated November 16, 1992 is hereby amended to read as follows:

"11. Term.


"The term of this Agreement shall continue until the parties by unanimous agreement vote to terminate it. A party may withdraw from this agreement only after any and all loans secured for the purchase, remodeling and development of animal shelter facilities located on the real property described on Exhibit "A" attached hereto have been fully paid and after providing to all other parties 12 months advance written notice of the intent to withdraw. Provided, however, withdrawal may be allowed upon unanimous agreement of all parties, which agreement shall provide the means by which any such outstanding loans are to be paid and the necessary covenants and commitments therefore. The withdrawal of one party from this agreement shall not terminate the agreement."

IN WITNESS WHEREOF, the parties have executed this agreement this 26 day of

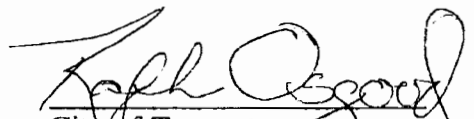
October, 1997.




City of Lacey



City of Olympia



City of Tumwater



Thurston County

SUMMARY FOR PUBLICATION

ORDINANCE 1069

CITY OF LACEY

The City Council of the City of Lacey, Washington, passed on September 25, 1997, Ordinance No. 1069 entitled "AN ORDINANCE OF THE CITY OF LACEY, WASHINGTON PROVIDING FOR THE ISSUANCE OF A REVENUE BOND OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,800,000 TO FINANCE THE ACQUISITION, REMODELING AND EQUIPPING OF AN ANIMAL SERVICES FACILITY; FIXING THE DATE, FORM, TERMS, MATURITY AND COVENANTS OF THE BOND, AND AUTHORIZING THE SALE OF THE BOND."

The main points of the ordinance are described as follows:

1. The Ordinance authorizes the City of Lacey to issue a revenue bond in an amount not to exceed \$1,800,000 to finance the acquisition, remodeling and equipping of an animal services facility at 3120 Martin Way, Olympia, Washington.

2. The revenue bond will be sold to First Community Bank of Washington pursuant to its offer to extend funds as they are needed for the acquisition, remodeling and equipping of this Animal Services Facility.

3. The source of the revenues to be used to repay the funds borrowed will be from the cities of Lacey, Olympia, Tumwater and Thurston County pursuant to their Agreement for Joint Animal Services. The City of Lacey will be obligated for repayment of the bond only to the extent of its required participation pursuant to that agreement.

4. The Ordinance Further creates an "Animal Services Revenue Bond Fund" to receive monies paid pursuant to the intergovernmental agreement and an "Animal Services Facility Acquisition Fund" to be used for the purpose of holding and dispersing monies to pay the costs of the project.

5. The Ordinance further specifies the form of the bond and registration certificate.

6. The revenue bond will be tax exempt and will bear interest on the outstanding principal balance at 6% per annum.

A copy of the full text of this Ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: September 29, 1997.

Monday

Charottle M. Taylor
City Clerk