

INTERGOVERNMENTAL AGREEMENT FOR JOINT ANIMAL SERVICES OPERATIONS

THIS AGREEMENT is made and executed on the date of the last authorizing signature thereto, 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 it would be to the benefit of the residents within their respective jurisdictions to continue the joint operation of an animal shelter and the conduct of animal protection and control activities pursuant to a new agreement; 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 a cost effective manner.
- c. To establish a policy making body called Joint Animal Services Commission.

2. Basic Services.

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

- a. Operation and maintenance of 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 owners or caretakers for humane disposition as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.

Shelter operations shall also include the adoption of animals, spay/neuter of adopted animals, and public education related to pet ownership.

- b. Additional services rendered to individual parties to this Agreement may also include:
 - (1) Humane enforcement of animal control laws;
 - (2) Licensing of animals; and
 - (3) Securing aid for injured animals.

3. Joint Animal Services Commission.

- a. This Agreement establishes a policy-making body to be known as the Joint Animal Services Commission (hereinafter “JASCOM”), 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 who is a licensed veterinarian residing or practicing veterinary medicine within Thurston County. Such member shall be appointed by the other members of JASCOM;
 - (4) One member selected by the Thurston County Humane Society from the membership of its Board; and
 - (5) One optional member selected by a nonprofit organization based in Thurston County with shared animal welfare priorities. Such nonprofit shall be selected by members of JASCOM.
- b. Voting. Each member on JASCOM shall have one vote and a voice in all JASCOM business except budget matters. Only the representatives of parties to this Agreement shall vote on budget matters.
- c. Officers. JASCOM members shall select the chair and such other officers as deemed necessary for the efficient conduct of business.
- d. Meetings. JASCOM shall be responsible to fix a time and place for its meetings.

- e. Rules and Procedures. JASCOM shall adopt the rules and procedures it deems required for the proper and efficient conduct of its business.
- f. Powers and Duties. JASCOM 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 the participating jurisdictions for action.
 - (3) If a participating jurisdiction is unable to pay its full share of the budget, JASCOM will consider the following:
 - (a) The field services provided to that jurisdiction shall be reduced for such jurisdiction to a level commensurate with its payments, 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) JASCOM 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) 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) License fees shall be established by JASCOM.
 - (7) Consult with and advise the City of Lacey in the City's appointment, management review, discipline and termination of the Director.

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 the Joint Animal Services 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 one million dollars (\$1,000,000.00) per incident. The City of Lacey shall further indemnify and hold harmless the other parties and defend any claims for personal injury or property damage arising out of the City of Lacey's management of the animal shelter and conduct of animal protection and control activities. However, 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. The City of Lacey may fulfill its obligation to insure by participating in the Washington Cities Insurance Association.
- e. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of the Director. The City of Lacey shall consider the advice of JASCOM in performing this responsibility.
- f. In consultation with the Director, recruit, hire, discipline and terminate Animal Services employees.
- g. Provide direction to and monitor performance of the Director to assure compliance with policies of JASCOM and the City of Lacey.
- h. Maintain the Director and other Animal Services employees as employees of the City of Lacey.
- i. Be responsible for administration of all appeals of potentially dangerous and/or dangerous dog declarations, including the hiring, supervising,

scheduling and setting of compensation for the animal services hearing examiner.

5. Finance.

In order to provide funds for the acquisition of the joint facilities and the operation and maintenance of such 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 maintained a special fund of the City of Lacey, known as the Joint Animal Services Fund, into which revenues received from the parties to this Agreement shall be deposited. This fund shall be part of the City of Lacey annual budget and administered in accordance with City budget regulation and guidelines. Expenditures from the 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 and set forth herein.
- b. Each of the parties to this Agreement shall pay into the 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 animal protection and control activities based upon the following criteria:
 - (a) Animal protection and control activities (field services) shall be funded as follows:
 - (i) Field services shall be borne by the party by a per-capita basis. If a jurisdiction is unable to pay on a per-capita basis, then said jurisdiction shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to said jurisdiction's field service needs as agreed to by jurisdiction and JASCOM.
 - (ii) Remaining jurisdictions shall be responsible for the remainder of the field services program costs, calculated after said jurisdiction(s)'s field service expense is deducted from the total field services program. The expense shall be distributed among the remaining jurisdictions on a per capita basis.

- (b) The cost of general services, shelter activities, and the licensing program shall be borne by the parties on a per capita basis.
 - (c) The cost of any loan repayment shall be borne on a per-capita basis by the jurisdictions. Debt will not be incurred without consent of the legislative bodies of the signed agreement.
 - (d) Per capita calculations shall be determined by using the most current population records published by the Washington State Office of Financial Management.
 - (e) 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 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.
 - (3) 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. JASCOM shall develop policies and procedures to allocate revenue within the fund.
 - (4) Each party shall pay one-twelfth of the annual assessment to the City of Lacey for deposit into the Joint Animal Services Fund within 30 days of receiving a request for payment from the Lacey Finance Department.

6. Access to records.

Duly authorized representatives of the parties to this Agreement shall have the right to inspect the records of the JASCOM 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. All property and/or equipment presently owned and all property and/or equipment hereinafter acquired with the approval of JASCOM 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.

- b. Upon termination of this Agreement by all parties, each party may recover the 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. Addition to Services to Nonmembers.

Animal Services can provide services to nonmembers through a contract. Revenue received for such services cannot be less than the cost to provide such services. JASCOM shall approve all nonmember contracts related to additional services.

9. Terms 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. 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 therefor. 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 periodically by JASCOM 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 each of the parties.

15. Governing Law.

This contract shall be governed in all aspects 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.

16. Supersedes Prior Agreements.

This Agreement supersedes all prior agreements between these parties on the same subject matter.

CITY OF OLYMPIA

By: Steven J Burney
Dated: 04/01/2021

Approved as to form:

Mark Barber
Olympia City Attorney

CITY OF TUMWATER

By: Pete Kmet
Dated: 04/05/2021

Approved as to form:

Karen Kirkpatrick
Tumwater City Attorney

CITY OF LACEY

By: Scott Spence
Dated: 04/06/2021

Approved as to form:

Dave Schneider
Lacey City Attorney

THURSTON COUNTY

By: Ramiro Chavez
Dated: 04/06/2021

Approved as to form:

Elizabeth Petrich
Thurston County Legal Counsel