

# 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



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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 that it would be to the benefit of the citizens 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 a Joint Animal Services Commission (hereinafter "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 disposal as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.

- b. Service rendered to the extent contracted for by the individual parties to this Agreement, including:
  - (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; and
  - (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 (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 the Commission; and
  - (4) One member selected by the Thurston County Human 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 except budget matters. Only the representatives of parties to this Agreement shall vote on budget matters.
- 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 the participating jurisdictions for action.
  - (3) If a participating jurisdiction is unable to pay its full share of the budget, the Commission 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) 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) 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.

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 the Commission 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 the Commission 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) Thurston County shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to Thurston County's field service needs as agreed to by Thurston County and JASCOM.
      - (ii) Lacey, Olympia and Tumwater shall be responsible for the remainder of the field services program costs, calculated after Thurston County's field service expense is deducted from the total field services program. The expense shall be distributed among the three jurisdictions on a per capita basis.
    - (b) The cost of general services, loan repayment (debt retirement), shelter activities, and the licensing program shall be borne by the parties on a per capita basis.

- (c) Per capita calculations shall be determined by using the most current population records published by the Washington State Office of Financial Management.
  - (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 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. 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.
  - (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 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. All property and/or equipment presently owned and all property and/or equipment hereinafter 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.

- 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.
- c. Nothing in this Agreement shall modify the obligation and covenant of each of the parties to repay the loan secured for the purchase, remodeling, and development of the animal shelter facilities located at 3120 Martin Way, Olympia, Washington, in accordance with the payment formula set forth in Paragraph 5b(1)(b) of this Agreement, all as set forth in Section 1 of Addendum to and Amendment of Intergovernmental Agreement for Joint Animal Services Operations dated October 2, 1997 and amended December 19, 2002. The covenant and agreement set forth in such section shall continue in effect notwithstanding the replacement of the Intergovernmental Agreements for Joint Animal Services Operations dated November 16, 1992, May 23, 2000 and December 19, 2002, by this Agreement.

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 it becomes a party to this Agreement, in accordance with the provisions of Paragraph 5, or based on the actual cost of service, whichever the Commission deems more appropriate at the 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. 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 7.04A RCW.

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 in Exhibit A attached hereto have been fully paid and after providing to all other parties twelve (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 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 the Commission 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:   
Dated: 9/23/14

Approved as to form:


  
Olympia City Attorney

**CITY OF LACEY**

By:   
Dated: 11/10/2014

  
Lacey City Attorney


**CITY OF TUMWATER**

By:   
Dated: October 22, 2014

Approved as to form:

  
Tumwater City Attorney

**THURSTON COUNTY**

By:   
Dated: December 16, 2014

  
Thurston County Legal Counsel

## EXHIBIT A

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECITON OF THE EAST LINE OF SAID SUBDIVISION WITH THE NORTHERLY LINE OF 200 FOOT WIDE MARTIN WAY; RUNNING THENCE NORTH ALONG SAID EAST LINE OF SUBDIVISION 730.81 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO W. M. YEAGER AND WIFE BY DEED DATED OCTOBER 23, 1930 AND RECORDED IN VOLUME 138 OF DEEDS, PAGE 297; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID YEAGER TRACT 330 FEET MORE OR LESS TO THE EAST LINE OF BERRY FARMS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 8 OF PLATS, PAGE 28; THENCE SOUTHERLY ALONG SAID EAST LINE OF ADDITION 780.81 FEET MORE OR LESS TO SAID NORTHERLY LINE OF MARTIN WAY; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF MARTIN WAY 340 FEET MORE OR LESS TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF THE WEST 93 FEET LYING SOUTH OF THE NORTH 400 FEET THEREOF. TOGETHER WITH THAT PORTION OF VACATED MARTIN WAY ADJOINING AS VACATED BY ORDINANCE NO. 3765 RECORDS OF THURSTON COUNTY.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

**INTERGOVERNMENTAL AGREEMENT  
FOR  
JOINT ANIMAL SERVICES OPERATIONS**

THIS AGREEMENT is made and executed this 19<sup>th</sup> day of December, 2002, 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 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 a Joint Animal Services Commission (hereinafter "Commission").

2. Basic Services.

Services to be provided 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 owners or caretakers for disposal as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.

- b. **Service rendered to the extent contracted for by the individual parties to the Agreement, including**
  - (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 who is a licensed veterinarian residing or practicing veterinary medicine within Thurston County. Such member shall be appointed by the other members of the Commission;**
  - (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 except budget matters. Only the representatives of parties to this Agreement shall vote on budget matters.**
- 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 recommendation to the participating jurisdictions for action.
  - (3) If a participating jurisdiction is unable to pay its full share of the budget, the Commission 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 participation 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) 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.

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 against 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 the Commission 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 the Commission and the City of Lacey.
- h. Maintain the Director and other Animal Services employees as employees of the City of Lacey.

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 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) Thurston County shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to Thurston County's field service needs as agreed to by Thurston County and JASCOM.
      - (ii) Lacey, Olympia, and Tumwater shall be responsible for the remainder of the field services program costs, calculated after Thurston County's field service expense is

deducted from the total field services program. The expense shall be distributed among the three jurisdictions on a per capita basis.

- (b) The cost of general services, loan repayment (debt retirement), shelter activities, and the licensing program shall be borne by the parties on a per capita basis.
  - (c) Per capita calculations shall be determined by using the most current population records published by the Washington State Office of Financial Management.
  - (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 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. 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.
  - (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 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. All property and/or equipment presently owned and all property and/or equipment hereinafter 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.
- 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.
- c. Nothing in this Agreement shall modify the obligation and covenant of each of the parties to repay the loan secured for the purchase, remodeling, and development of the animal shelter facilities located at 3120 Martin Way, Olympia, Washington, in accordance with the payment formula set forth in Paragraph 5b(1)(b) of this agreement, all as set forth in Section 1 of Addendum to and Amendment of Intergovernmental Agreement for Joint Animal Services Operations dated October 2, 1997 and amended December 19, 2002. The covenant and agreement set forth in such section shall continue in effect notwithstanding the replacement of the Intergovernmental Agreement for Joint Animal Services Operations dated November 16, 1992, by this Agreement.

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 it becomes a party to this Agreement, in accordance with the provisions of Paragraph 5, or based on the actual cost of service, whichever the Commission deems more appropriate at the 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. 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 in Exhibit A attached hereto have been fully paid and after providing to all other parties twelve (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.**

**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 the Commission 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.

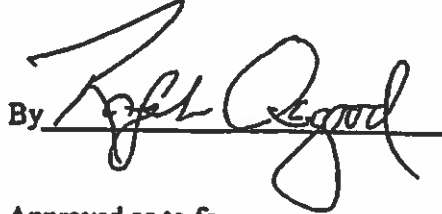
This contract shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

DATED this day and date first above written.

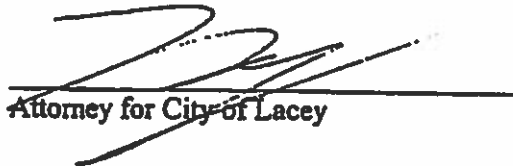
City of Lacey

By  "ACM" \_\_\_\_\_

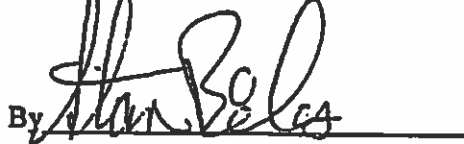
City of Tumwater

By  \_\_\_\_\_

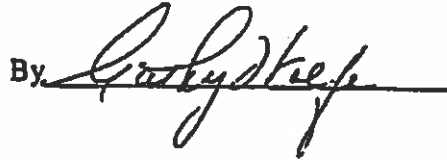
Approved as to form.

  
\_\_\_\_\_  
Attorney for City of Lacey

City of Olympia

By  \_\_\_\_\_

Thurston County

By  \_\_\_\_\_

## **EXHIBIT A**

**THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECITON OF THE EAST LINE OF SAID SUBDIVISION WITH THE NORTHERLY LINE OF 200 FOOT WIDE MARTIN WAY; RUNNING THENCE NORTH ALONG SAID EAST LINE OF SUBDIVISION 730.81 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO W. M. YEAGER AND WIFE BY DEED DATED OCTOBER 23, 1930 AND RECORDED IN VOLUME 138 OF DEEDS, PAGE 297; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID YEAGER TRACT 330 FEET MORE OR LESS TO THE EAST LINE OF BERRY FARMS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 8 OF PLATS, PAGE 28; THENCE SOUTHERLY ALONG SAID EAST LINE OF ADDITION 780.81 FEET MORE OR LESS TO SAID NORTHERLY LINE OF MARTIN WAY; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF MARTIN WAY 340 FEET MORE OR LESS TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF THE WEST 93 FEET LYING SOUTH OF THE NORTH 400 FEET THEREOF. TOGETHER WITH THAT PORTION OF VACATED MARTIN WAY ADJOINING AS VACATED BY ORDINANCE NO. 3765 RECORDS OF THURSTON COUNTY.**

**SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.**

**INTERGOVERNMENTAL AGREEMENT  
FOR  
JOINT ANIMAL SERVICES OPERATIONS**

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:

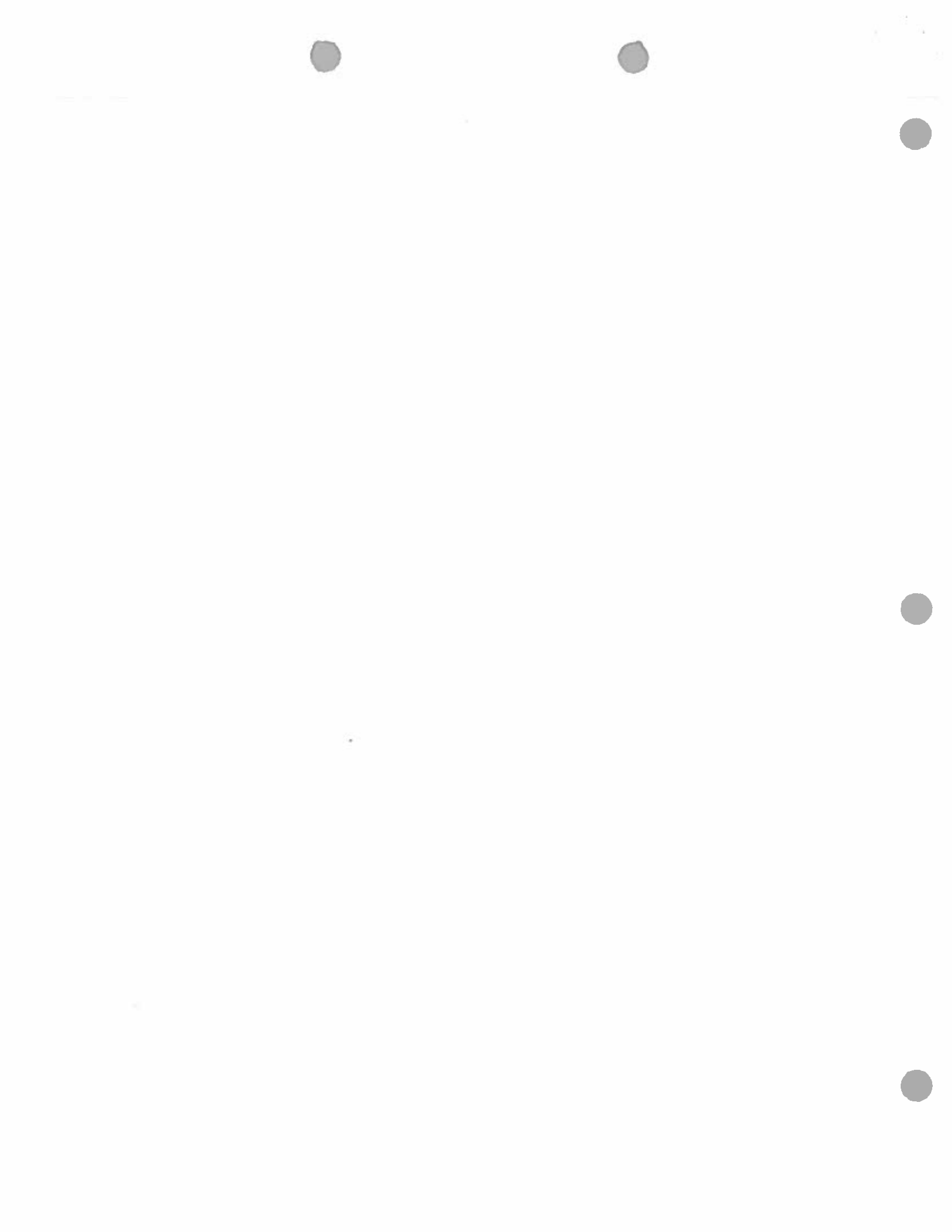
- (1) One member of the Board of County Commissioners of Thurston County or designated alternate;
- (2) One elected official of each of the cities of Olympia, Lacey, and Tumwater or designated alternate;
- (3) One member selected by the South Puget Sound Veterinary Medical Association;
- (4) One member 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

