

AGREEMENT

AGREEMENT is made this _____ day of _____, 2015, by CITY OF ANN ARBOR (“City”), a Michigan municipal corporation with offices located at 301 E. Huron St., Ann Arbor, Michigan 48104 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“County”).

WHEREAS, under Michigan law, the County is responsible for handling stray dogs and other smaller animal-related issues; and

WHEREAS, under Michigan law, other local governmental may choose to enact their own animal control ordinance and keep the fees assessed under that ordinance; and

WHEREAS, the City has enacted its own animal control ordinance and is responsible for and covers the costs of enforcement of the ordinance;

WHEREAS, the County contracts with the Humane Society of Huron Valley (“HSHV”) to provide statutorily required animal control services to the County

WHEREAS, the City of Ann Arbor has designated HSHV, in accordance with the provisions of its ordinance, to provide impounded animals control services; and

WHEREAS, the County and the City have reach agreement on the annual prorated share of HSHV public expense attributable to the City of Ann Arbor for public animal control and sheltering based on the total annual expense incurred by HSHV as determined by the County;

NOW THEREFORE, in consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – PAYMENT

The City, being fully apprised of the due diligence performed by the County, accepts the County’s determination that HSHV annual public animal control and sheltering, and agrees based on that determination to pay to the County the sum of One Hundred Thirty-five Thousand Five Hundred Seventy and no/100 dollars (\$135,570.00) for the housing of impounded (seized) and stray animals for animal cruelty investigations.. No other fees or charges shall be assessed against the City. The City shall pay these funds in a lump sum to the County immediately upon execution of this Agreement.

ARTICLE II- COUNTY OBLIGATIONS

In consideration of funds received by the County from the City, the County agrees to maintain in full force and effect during the term of this agreement animal control services through HSHV (as the contracted provider) to be available to the City and City residents. The Agreement between the County and HSHV shall require that HSHV indemnify and hold harmless the City from any and all demands, claims, judgments or causes of action, and from all expenses that may be incurred in investigating or defending against same, arising from or growing out of any act, negligent or omission of HSHV, its agents or employees, in performance of services for the County. The Agreement shall also require HSHV to provide the County and the City with annual reports on use of Services by residents. The City shall have the right to receive and review a copy of the contract between the County and HSHV.

ARTICLE III- TERM, RENEWAL

This Agreement is for the period July 1, 2015 to June 30, 2016

On expiration of the initial term, this Agreement shall automatically renew for additional successive one-year terms unless and until either party provides written notice of nonrenewal at least sixty (60) days before the end of the then-current term or unless and until sooner terminated as provided in Article VII. If the term is renewed for any renewal term pursuant to this Article, the terms and conditions of this Agreement during each such renewal term shall be the same as the terms in effect immediately before such renewal except that the compensation amount for services during the renewal term may be adjusted by mutual agreement of the parties.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

The County agrees to require its contractor, HSHV, to comply with the assurances stated above.

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article II without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

This Agreement is binding on the City and the County, their successors and assigns. Neither the County nor the City will assign or transfer its interest in this Agreement without the written consent of the other.

ARTICLE VII - TERMINATION OF AGREEMENT

Section 1 - Termination without cause. Either party may terminate the Agreement by giving thirty (30) days written notice to the other party.

Section 2 - Termination for cause. Failure by either party to this Agreement to perform the duties required of it by this Agreement shall be deemed sufficient cause for termination by the other party. In the event of termination, any funds advanced to the County shall be reimbursed.

Section 3 – Non-Appropriation - The County acknowledges that continuation of this Agreement for Services is subject to appropriation of funds for the Services. If funds to enable the City to effect continued payment under this contract are not appropriated or otherwise made available, the City shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to County. The Contract Administrator shall give the County written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the City and the County will be incorporated into this Agreement by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

This Agreement is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan.

ARTICLE X - EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE X – ELECTRONIC SIGNATURES

All parties to this Agreement agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna McDaniel (DATE)
County Administrator

CITY OF ANN ARBOR

By: _____
Christopher Taylor, Mayor (DATE)

By: _____
Jacqueline Beaudry (DATE)
City Clerk

[signatures continued on next page]

APPROVED AS TO SUBSTANCE

By: _____
Steven D. Powers (DATE)
City Administrator

APPROVED AS TO FORM

BY: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

APPROVED AS TO FORM

BY: _____
Stephen K. Postema (DATE)
City Attorney