

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN AND MONONGALIA COUNTY COMMISSION AS THE SAME APPLIES TO CERTAIN ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE COUNTY TO THE CITY.**

The City of Morgantown hereby ordains that it's City Manager is authorized to execute the attached Agreement by and on behalf of the City of Morgantown.

This ordinance shall be effective upon date of adoption.

FIRST READING:

\_\_\_\_\_

MAYOR

ADOPTED:

FILED:

\_\_\_\_\_

CITY CLERK

RECORDED:

## INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Morgantown, hereinafter referred to as "CITY", and the Monongalia County Commission, hereinafter referred to as "COMMISSION", witnesseth:

Whereas, the CITY deems it necessary to provide the municipality with the services of an Animal Control Officer/Humane Officer who will be responsible for enforcing all CITY ordinances related to the regulation of animals;

Whereas, the COMMISSION has agreed to provide the foregoing Animal Control/Humane Officer services to the CITY subject to the terms and conditions hereinafter contained within this Agreement:

Now, therefore, the parties hereto agree as follows:

- (1) The COMMISSION agrees to assume the responsibility for employing and supervising qualified individual(s) who will enforce the animal control ordinances of the CITY.
- (2) The COMMISSION shall continue providing such Animal Control/Humane Officer services to the CITY effective with the date of this Agreement.
- (3) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall not be employees of the CITY.
- (4) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall be available seven days each week to respond to animal control/humane service needs of the CITY.
- (5) That the COMMISSION employee(s) shall respond to calls for assistance regarding wild animals within the CITY in which a resident may be threatened by said animal, and if the employee is not capable of handling the situation, the employee will refer the property owner to the professional services of a private business that is qualified to handle the situation. Should the services of any such professional be necessary, the professional will contract for such service with the property owner at the owner's expense.

- (6) That the COMMISSION'S employee(s) will respond to calls regarding small dead animals within the public right of ways within the CITY and on private property within the CITY and will dispose of any such carcass. The COMMISSION will pay for any costs that may be associated with the disposal of any such carcass.
- (7) That the COMMISSION will provide a phone number to the CITY, at the time this Agreement is executed, which the CITY may call to request specific Animal Control/Humane Officer assistance pursuant to this Agreement.
- (8) The COMMISSION shall provide the CITY with periodic reports, as requested by the CITY, summarizing Animal Control/Humane incidents within the municipality and responsive action taken by the COMMISSION'S employee(s).
- (9) The COMMISSION'S employee(s) will issue citations for violations of the CITY'S animal control ordinances and will be available to testify, if necessary.
- (10) That the COMMISSION shall be responsible for the actions of its employee(s) while they are performing services within the municipality pursuant to this Agreement.
- (11) That the term of this Agreement shall be for twelve consecutive months beginning with the first day of July and ending June 30 of the following year. This agreement shall be in effect until June 30, 2015.
- (12) As consideration for the Animal Control/Humane Officer services provided by the COMMISSION, CITY agrees to pay the COMMISSION \$39,392.36 during this fiscal year in monthly installments of \$3,282.70 (or in lump sum). During all subsequent years, the total amount based on the number of calls made during the prior fiscal year will be payable in monthly installments for each of the 12 months, payable by the 15<sup>th</sup> day of each month that the Agreement is in effect (or in lump sum). If this Agreement is terminated by either party hereto, per paragraph 13 below, the balance of the agreed upon amount due the COMMISSION will be paid in full by the CITY to satisfy the obligation based upon prior year calls. A 3% cost of living increase will be added to the cost per call each year.
- (13) Either party hereto has the right to terminate this Agreement at any time by providing 30 days prior written notice of the same to the other party.
- (14) At the conclusion of the twelve month term this Agreement will automatically be renewed for an additional twelve month period with the

new rate being determined based on the number of actual calls made by the CITY during the prior fiscal year.

- (15) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of the parties, which shall be subject to approval by the governing bodies of both parties.

THE MONONGALIA COUNTY COMMISSION,

By: \_\_\_\_\_  
Eldon A. Callen

It's: President, Pro Term \_\_\_\_\_

THE CITY OF MORGANTOWN,

By: \_\_\_\_\_

It's: \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

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Whereas, the COMMISSION has agreed to provide the foregoing Animal Control/ Humane Officer services to the CITY subject to the terms and conditions hereinafter contained within this Agreement:

Now, therefore, the parties hereto agree as follows:

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new rate being determined based on the number of actual calls made by the CITY during the prior fiscal year.

- (15) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of the parties, which shall be subject to approval by the governing bodies of both parties.

THE MONONGALIA COUNTY COMMISSION,

By: \_\_\_\_\_  
Eldon A. Callen

It's: President, Pro Term \_\_\_\_\_

THE CITY OF MORGANTOWN,

By: \_\_\_\_\_

It's: \_\_\_\_\_

# MONONGALIA COUNTY COMMISSION

243 HIGH STREET, ROOM 202  
COURTHOUSE  
MORGANTOWN, WEST VIRGINIA 26505

L.W. "Bill" Bartolo, Commissioner  
Eldon A. Callen, Commissioner  
Tom Bloom, Commissioner

Telephone: 304 291-7257



July 15, 2014

Mr. Jeff Mikorski  
Morgantown City Manager  
389 Spruce Street  
Morgantown, West Virginia 26505

Dear Mr. Mikorski:

Enclosed please find an Intergovernmental Agreement between the County Commission and the City of Morgantown for Animal Control/Humane Officer services within the corporate limits of Morgantown.

Please execute same and return both copies to be signed by the Commission. I will return one for your records. The agreement will become effective as of July 1, 2014.

The new amount of \$39,392.36 is based on 269 calls responded to during fiscal year 2013-2014.

Should you have any questions, please do not hesitate contacting me.

We look forward to working with you and the City in this joint endeavor.

Thank you.

For the Commission,

A handwritten signature in cursive script that reads "Diane DeMedici".

Diane F. DeMedici  
County Administrator  
Monongalia County Commission

Enclosures