

Contract for Services

This Contract for Services is entered into between Union County, a political subdivision of the State of Oregon, 1106 K Avenue, La Grande, OR 97850 (hereinafter County) and Blue Mt. Humane Association aka Animal Rescue & Adoption Center of Eastern Oregon, 3212 Hwy 30, La Grande, Oregon 97850 (hereinafter BMHA).

Recitals:

Blue Mt. Humane Association aka Animal Rescue & Adoption Center of Eastern Oregon is a 501(c)3 non-profit organization operating a high-save animal shelter and adoption facility at 3212 Hwy 30, La Grande, Oregon.

Union County is a political subdivision of the State of Oregon who desires to contract for animal shelter services.

Section 1: Incorporation of Exhibits:

The Contract between the parties shall include and incorporate into this document Exhibit A, "Management and Operations Plan" dated June 21, 2017. The Management and Operations Plan may be updated as needed but only with the written approval of both parties.

Section 2: Services:

Pursuant to this Contract, BMHA hereby agrees to:

- A. Accept delivery, custody, and responsibility of care and proper disposition per local ordinance and Oregon Revised Statutes of all dogs presented to BMHA by Union County Animal Control or Union County Sheriff's Department.
 - a. Dogs impounded for being at large or public nuisance shall be held in accordance with Union County Dog Control Ordinance 2014-03, Section 11, for five (5) calendar days unless redeemed by the keeper prior to the end of five calendar days.
 - b. BMHA will try to contact owners of impounded animals and will maintain a web site with current photos of impounded animals.
 - c. BMHA shall collect impound fees at a rate of \$27 per day from the keeper at the time of redemption. BMHA shall keep and make available a record of such fees collected and maintain those fees for services rendered. Any dog not redeemed prior to the end of the holding period is deemed to have been surrendered to BMHA for disposition pursuant to Union County Dog Control Ordinance 2014-3, Section 11 (6) and (9).

- d. Dogs presented by Union County Animal Control or Union County Sheriff's Department for impoundment for post bite observation under Section 8 of Union County Dog Control Ordinance 2014-03, shall be impounded for ten (10) calendar days.
- B. BMHA shall provide proper shelter and care for all dogs pursuant to standards established by the American Humane Association and any applicable Oregon Revised Statutes. Procedures are described in the attached Management and Operations Plan.
- C. BMHA shall maintain after hour drop off procedures for Union County Animal Control and Sheriff's Department as described in the attached Management and Operations Plan.
- D. BMHA shall provide Union County with a monthly report listing all dogs delivered to BMHA by Union County Animal Control or Union County Sheriff's Deputies. Report to include date received, description of dog, date of owner redemption if applicable, and amount of redemption fees collected if applicable.
- E. BMHA shall obtain and hold current all licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to operate an animal shelter.
- F. BMHA personnel will at all times hold all applicable licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to perform the services required under this contract.
- G. By June 30 of each year, BMHA will provide proof of compliance with the standards and laws set out in ORS 65, ORS 128.610-750, OAR 137-010 governing the actions of non-profit corporations and their boards, and all Federal requirements allowing non-profit corporations to file as 501 corporations or entities. Such proof may be in the form of a copy of current registration with the Secretary of State as a non-profit and a copy of the current year 990 filed with the IRS. BMHA further agrees to allow Union County to audit BMHA not more than once per year at Union County's expense.
- H. BMHA shall perform the Services with a high degree of professionalism consistent with industry standards, and shall at all times during the term of this Contract strictly comply with the following requirements:
 - a. **Supervision.** BMHA shall appoint, a full-time qualified supervisor who shall have full authority to act for and on behalf of BMHA. The supervisor shall be available during regular business hours. At all times during the supervisor's absence, a designated subordinate shall be in charge and

available. At the time of signature of this Contract, Mr. John Brinlee is the BMHA designated supervisor.

- b. **Personnel.** BMHA acknowledges the high degree of importance County places on the conduct, appearance and service performed by BMHA and its personnel. While performing the services outlined in this contract, BMHA personnel shall at all times be neat, clean and courteous, and BMHA shall not permit its employees or agents to conduct themselves in a loud, offensive or objectionable manner. Upon objection from County concerning the conduct, demeanor or appearance of any BMHA employees, BMHA shall promptly take all steps necessary to remove the cause of the objection. Upon the employee's failure to immediately and properly correct his or her conduct, BMHA shall promptly remove the employee from contact with the public under the contract.

Section 3: Payment

As consideration for the services to be provided under this Contract, Union County will pay BMHA a total of \$50,000 per year; such payment to be made on a quarterly basis in the amount of \$12,500 per quarter.

At the end of each fiscal year (June 30), Union County will review revenue generated in the Animal Control Fund from sale of dog licenses; animal citation fines; and donations. If funds generated in these line items exceed \$50,000, Union County will make an additional payment to BMHA in the amount of the overage.

Section 4: Term

This contract shall be effective on July 1, 2019 and shall expire on June 30, 2022. A three-year renewal may be approved upon successful review and mutual agreement at June 30, 2022.

Section 5: Early Termination

The parties may terminate this contract at any time by mutual consent. The contract may be terminated by either party upon ninety (90) days prior written notice to the other party.

Section 6: Dispute Resolution

If the parties disagree regarding the performance of this Contract, then the parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussion, then the parties agree to first attempt to settle the disagreement in an amicable manner by non-binding mediation. Thereafter, any unresolved disagreement arising from or relating to this Contract shall be resolved as provided by Oregon law.

Section 7. Confidentiality

BMHA, its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of BMHA, or divulge, disclose, or communicate in any manner, any information that is proprietary to Union County. BMHA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will survive the termination of this Contract.

Section 8. Indemnification

BMHA shall indemnify and hold County, its officers, agents and employees harmless from and against any and all claims, actions, liabilities, costs, including costs of defense arising out of or in any way related to BMHA's breach of this Contract, or BMHA's negligence in performance of the Services, or other actions or failure to act by BMHA or BMHA's employees or officers. In the event any such action or claim is brought against County, BMHA shall, upon County tender, defend the same at its sole cost and expense, promptly satisfy any judgement adverse to County or to County and BMHA jointly, and reimburse County for any loss, cost, damage or expense (including legal fees) suffered or incurred by County.

County shall indemnify and hold BMHA, its officers, and employees harmless from and against any and all claims, actions, liabilities, costs, including cost of defence arising out of or in any way related to County breach of this Contract. In the event any such action or claim is brought against BMHA, County shall, upon BMHA's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to BMHA or to BMHA and County jointly, and reimburse BMHA for any loss, cost damage or expense (including legal fees) suffered or incurred by BMHA.

Section 9. Insurance

BMHA shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an annual aggregate of not less than \$2,000,000, for bodily injury, personal injury or property damage. The policy shall have a contractual liability endorsement to cover BMHA's indemnification obligations under the Contract.

BMHA shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provision sof such law. BMHA shall provide County with such assurances as County may require from time to time that BMHA is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

Section 10. Warranty

BMHA shall provide its services and meet its obligation under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the community and region, and will provide a standard of care, equal to, or superior to, care used by service providers similar to BMHA on similar projects.

Section 11. Default

The occurrence of any one or more of the following shall constitute a material default under this contract:

1. Failure to make a required payment when due.
2. The insolvency or bankruptcy of either party.
3. The subjection of BMHA's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
4. Failure to make available or deliver the Services in the time and manner provided for in this Contract.
5. Failure of BMHA to abide by the terms of Section 1.E above.

Section 12. Remedies

In addition to any and all other rights a party may have available under the law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 calendar days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

Section 13. Entire Agreement

This Contract along with Exhibit A, "Management and Operations Plan" contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Section 14. Amendment

This Contract may be modified or amended in writing, if signed by both parties.

Section 15. Governing Law

This Contract shall be construed in accordance with the laws of the State of Oregon, and venue shall be established in Union County, Oregon.

Section 16. Notice

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Section 17. Wavier

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Section 18. Attorney Fees

In the event suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of the Contract, the trial court shall tax as a matter of costs, a reasonable attorney fee in a suit or action, in favor of the prevailing party. A prevailing party on appeal may also recover attorney fees as a matter of costs.

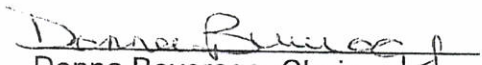
Section 19. Severability

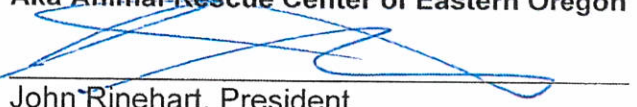
If any clause, sentence, or any other portion of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. If any material portion of the Agreement becomes illegal, null or void so that the intent of the Agreement is frustrated, the parties agree to negotiate replacement provisions to fulfill the intent of the Agreement consistent with applicable law.

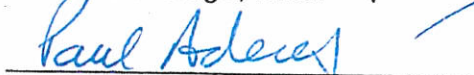
The parties herein have executed this Contract.


UNION COUNTY

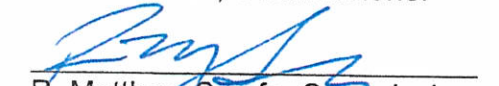
**BLUE MOUNTAIN HUMANE ASSOCIATION
Aka Animal Rescue Center of Eastern Oregon**


Donna Beverage, Chair


John Rinehart, President


Paul Anderes, Commissioner


~~Jan Peterson~~, Vice President
Bob Ryneason


R. Matthew Scarfo, Commissioner

6/5/19
Date

6/12/19
Date

Exhibit A
Management & Operations Plan
June 21, 2017

Blue Mountain Humane Association (BMHA), aka Animal Rescue & Adoption Center of Eastern Oregon (ARACEO), will operate an animal shelter facility at 3212 Hwy 30, La Grande, Oregon under the following management and operation plan.

Hours of Operation

The hours of operation shall be Monday and Friday from 12:00PM to 4:00PM, Tuesday and Thursday from 12:00PM to 5:30PM. As funding increases, these hours may be expanded, but in no case will ARACEO be open on Wednesday.

After Hours Drop Off Procedure for Animal Control

The ARACEO Director shall be the contact person for after-hours impoundment by Animal Control and other Law Enforcement deputies and representatives. The Union County Sheriff's Office and Animal Control officers shall be provided with a key to the gate and a key to access the rear kennel area in order to house dogs brought in after hours temporarily. The delivering officer shall call the Director at such time as a dog is brought to the Rescue after hours so that the Director is aware that an animal has been delivered.

Treatment of Animals

1. Animals in the shelter and adoption program will be treated with care and respect, and provided a clean, comfortable, and healthy environment. Programming will be provided to minimize stress levels, and address social and exercise needs. The health and welfare of the animals is a foremost consideration.
2. BMHA has developed and follows a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations. Guidelines for Standards of Care in Animal Shelters, published by the Association of Shelter Veterinarians, will continue to be consulted and serve as a guide for proper animal care.
3. Employees will have training or experience appropriate to their positions.

Animal Screening Process

ARACEO will continue to use a subset of the SAFER™ protocols, developed by the ASPCA, for assessment of behavior of dogs and cats. In the case of owner surrender, owners will be interviewed to identify any issues with behavior or health. Animals that are obviously sick or diseased will generally not be accepted except under impoundment as described above, though this will be on a case-by-case basis.

Veterinary Care & Referrals

Animals with health problems will be referred to a local veterinarian. The veterinarian will be chosen based on his/her expertise and the cost of the procedure(s) and treatment(s) necessary to return the animal to a state of good health. BMHA will solicit local veterinarians regarding routine examination of animals taken in and in good faith attempt to procure such services, if cost-effective. In all cases, the most economical veterinarian care will be chosen unless a particular veterinarian has required specialized experience for the health problem(s) presenting.

Visitation and Adoption Process

BMHA's insurance carrier discourages direct access to the runs or kennels by the general public for safety reasons. Moreover, constant activity in kennel and run areas is very stressful for the animals housed. BMHA maintains photos and information regarding all animals in current residency, both on their website and at ARACEO itself.

Individuals wishing to adopt a dog may request to see one of the dogs whose photo is displayed on the website or at the Rescue. An employee or volunteer will bring the dog out. However, **if staffing and time permit**, a staff person may escort a prospective adopter into the kennel and run areas to view an animal directly. Prospective adopters will be required to sign and initial an adoption agreement detailing the rights and responsibilities of adoption and pet ownership and must pay the adoption fee before adoption can be finalized. Fees will be set via comparison with other shelters and rescues and may be altered (reduced) as funding permits. Spay/neuter surgeries are generally the responsibility of the adopter. As noted on the adoption form, adopters must provide BMHA with proof of rabies vaccination within 30 days of adoption. At its discretion, ARACEO may require a site visit prior to adoption and/or a follow-up visit post-adoption to verify proper care of the animal in question.

Individuals wishing to adopt a cat must be willing to wash their hands before and after entering a cat housing area, to minimize spread of potential disease from the cat population at large in the County. In all other ways the cat adoption process is the same as that for dog adoptions, though we do allow individuals into the cat rooms provided they have followed correct hand-washing protocol.

Community Education & Outreach Plan

BMHA will continue to engage with the public, with both educational, outreach, and fundraising events. Such events in the past have included:

- Rabies clinics throughout Union County

- Educational events with respect to responsible pet ownership, especially regarding spay/neuter

- Fundraisers such as the Doggie Dash, Santa Paws, Pre-decorated tree sales, Dog Days of Summer

- Open house days (usually on the open Saturday, Monthly during the second and third quarters of the year, once per first and fourth quarter)

- Continued partnership with the Eastern Oregon University Biology Program, specifically through their Pre-Vet club

- Volunteer drives and volunteer submissions, including volunteers providing community service through the courts

- Cooperation and collaboration with numerous other high-save rescues in the region, such as, but not limited to, the Pixie Project, the Oregon Humane Association, Spokanimal, and Boise Bully

Intake Policy

BMHA shall accept all animals presented for impoundment by Union County Animal Control or Sheriff Deputies. Animals received for bite, dangerous animal, or evidence animal hold will be held for the amount of time required by law.

Stray animals delivered to the shelter and adoption program by residents shall be accepted up to shelter capacity. Animals that are obviously sick or diseased, or that have extreme behavioral issues, may not be accepted unless funds are available to provide for veterinary care, which may be provided by the resident delivering the animal. Residents delivering cats or kittens to ARACEO must first call to set up an appointment; this is to ensure that space is available and that our trained cat intake employee is available to assess the animal's health and behavior.

Animals may be surrendered by owner on a case-by-case basis as capacity allows. A fee will be assessed upon surrender to help defray the cost of housing the animal until re-homing can be accomplished. Owners surrendering cats or kittens to ARACEO must first call to set up an appointment; this is to ensure that space is available and that our trained cat intake employee is available to assess the animal's health and behavior.

Dogs will be accepted without breed-specific barriers.

In all cases, if an animal cannot be accepted, BMHA will continue to make every effort to identify a solution that allows the owner to give up the animal but also provides the most humane option for the animal in question. Such solutions may include providing the owner with contact information for breed-specific rescues and shelters, or putting owners in contact with other citizens looking for a particular breed of dog or who can foster a dog on behalf of the owner until a solution may be found.

Blue Mountain Humane Association Board

The BMHA Board will continue with a current and regularly updated website providing information to the public. Information available on the web will include:

1. BMHA Board Member Names, contact information (no personal addresses or phone numbers will be posted, to protect the safety of said members) and term of service
2. BMHA Bylaws
3. BMHA Board Meeting Notices
4. BMHA Board Meeting Minutes
5. BMHA Financial Information
6. Notice of Openings on BMHA Board
7. Description of Fees Charged
8. News & Special Events