RESOLUTION 93-21

TO APPROVE A FIVE (5) YEAR "RENTAL AND USE AGREEMENT" FOR ANIMAL SHELTER OPERATION

WHEREAS, the City of Bloomington (hereinafter "City") owns the land upon which the Animal Shelter, owned by the Monroe County Humane Association (hereinafter "Association"), is located; and

WHEREAS, the City took over operation of the Animal Shelter in 1973, and is currently leasing the premises under a Rental and Use Agreement which expired on December 31, 1992; and

WHEREAS, it is of mutual benefit to the parties to continue the contractual relationship for operation of the Animal Shelter;

WHEREAS, according to I.C. 36-1-11-3(c)(2), leases of real estate with annual value in excess of ten thousand dollars ($10,000) require approval of the Common Council;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Rental and Use Agreement, attached and made a part of this resolution, is hereby approved, and the Mayor and President of the Common Council are hereby authorized to execute said agreement on behalf of the City of Bloomington.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 21st day of July, 1993.

JACK W. HOPKINS, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 22nd day of July, 1993.

TOMILEA ALLISON, Mayor
City of Bloomington

ATTEST:

PATRICIA WILLIAMS, Clerk
City of Bloomington

SYNOPSIS

This resolution approves and authorizes the Mayor and President of the Common Council to execute the Rental and Use Agreement for Animal Shelter operation on behalf of the City of Bloomington. The term of the Agreement is five (5) years, commencing upon execution and ending December 31, 1997, during which the City will pay the Humane Association $10,000 in 1993, $11,000 in 1994, $12,100 in 1995, $13,310 in 1996, and $14,640 in 1997.

Signed copies:
Legal
Animal Shelter
County
Humane Assoc

RENTAL AND USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of ~~February,~~ 1993, by and between the City of Bloomington, a municipal corporation duly existing under the laws of the State of Indiana, hereinafter referred to as the "City" and the Humane Association, Inc., of Monroe County, an Indiana corporation, hereinafter referred to as the "Association",

WITNESSETH THAT:

WHEREAS, the City is a municipal corporation owning the real estate hereinafter described; and

WHEREAS, under an agreement dated the 15th day of December, 1966, which agreement is still in full force and effect, the City leased said real estate to the Association and the Association, in conformity with said lease, constructed an animal shelter on the real estate which is the subject of the lease; and

WHEREAS, the Association no longer operates the animal shelter; and

WHEREAS, the City took over the operation of the animal shelter in October, 1973, and has continued to maintain such control to date;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and each and every act performed hereunder by either of the parties, the said parties hereby agree as follows:

(1) The Rental Property.

(a) The Association does hereby lease and let unto the City for the uses and purposes hereinafter stated the animal shelter constructed by the Association on the real estate rented to the Association under the agreement dated December 15, 1966, which real estate is described as follows, to-wit:

> A part of the Southwest Quarter of the Southwest Quarter of Section 16, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows, to-wit: Beginning on the West line of State Highway Number 37 at a point Four Hundred Eighty-one and five-sixths (481 5/6) feet North of the South line of said Section 16; thence North along the West line of State Highway Number 37 for a distance of Three Hundred Ninety (390) feet; thence West for a distance of Four Hundred Forty-Eight (448) feet; thence South for a distance of Three Hundred Ninety (390) feet more or less and to the South line of the Grantors property; thence East for a distance of Four Hundred Forty-Eight (448) feet more or less and to the point of beginning and containing four (4) acres, more or less.

(b) The premises shall be used as an animal shelter only, under the standards herein described or set forth, and no other use or purpose shall be made of the premises without expressed written consent of the Association.

(c) The premises shall not be sublet to any party without expressed written consent of the Association.

(2) Term.

The term of this rental and use agreement shall be for a period of five (5) years, beginning on the 31st day of December, 1992 and ending on the 31st day of December, 1997.

(3) Improvements.

(a) The City agrees to sand blast or strip, and paint and seal the kennels and floors in the puppy, adult (available and stray) and special care dog kennels. The plan and schedule for the improvements shall be approved by the shelter manager or director of animal control before work begins and will be approved before final payment. Said improvements shall be completed by May 31, 1994.

(b) The City agrees to re-key and/or replace all door knobs in order to increase security and simplify the keying structure. The keying sequence and number of doors to be changed shall be determined by the shelter manager and an Association representative before work begins. Said changes shall be fully installed and useable by December 31, 1994.

(c) The City agrees to fence the perimeter of the four (4) acre facility with six (6) foot chain link fencing. The design and scope of the fence shall be approved by the shelter manager, animal control director and Association representative before installation begins. Said fencing shall be fully installed and useable by December 31, 1997.

(d) The Association agrees to contract with an architect to provide comprehensive plans including a shelter enlargement and renovation, a wild animal facility and a large animal facility. The plans

shall include a breakdown of the construction phases and the order in which they will be completed. Said plans shall be completed by June 1, 1994.

(e) The Association agrees to have phase I of the architectural plans constructed and useable by December 31, 1997.

(4) Rental.

(a) The City agrees to pay an annual rental for the use of the facility, providing that an adequate appropriation is approved by the Common Council and all applicable local and state agencies, boards and commissions, in the amount of Ten Thousand Dollars ($10,000.00) for the year 1993, Eleven Thousand Dollars ($11,000.00) for the year 1994, Twelve Thousand One Hundred Dollars ($12,100.00) for the year 1995, Thirteen Thousand Three Hundred and Ten Dollars ($13,310.00) for the year 1996 and Fourteen Thousand Six Hundred and Forty Dollars ($14,640.00) for the year 1997.

(b) Rental payments shall be made with four, equal quarterly payments. The first payment, of Two Thousand Five Hundred Dollars ($2,500.00) for the year 1993, Two Thousand Seven Hundred and Fifty Dollars ($2,750.00) for the year 1994, Three Thousand and Twenty Five Dollars ($3,025.00) for the year 1995, Three Thousand Three Hundred Twenty Seven Dollars and Fifty Cents ($3,327.50) for the year 1996 and Three Thousand Six Hundred and Sixty Dollars ($3,660.00) for the year 1997 shall be due and payable on or before March 31 of the respective year: the second payment, of Two Thousand Five Hundred Dollars ($2,500.00) for the year 1993, Two Thousand Seven Hundred and Fifty Dollars ($2,750.00) for the year 1994, Three Thousand and Twenty Five Dollars ($3,025.00) for the year 1995, Three Thousand Three Hundred Twenty Seven Dollars and Fifty Cents ($3,327.50) for the year 1996 and Three Thousand Six Hundred and Sixty Dollars ($3,660.00) for the year 1997 shall be due and payable on or before June 30 of each year: the third payment, of Two Thousand Five Hundred Dollars ($2,500.00) for the year 1993, Two Thousand Seven Hundred and Fifty Dollars ($2,750.00) for the year 1994, Three Thousand and Twenty Five Dollars ($3,025.00) for the year 1995, Three Thousand Three Hundred Twenty Seven Dollars and Fifty Cents ($3,327.50) for the year 1996 and Three Thousand Six Hundred and Sixty Dollars ($3,660.00) for the year 1997 shall be due and payable on or before September 30 of each year: and the fourth and final payment, of Two Thousand Five Hundred Dollars ($2,500.00) for the year 1993, Two Thousand Seven Hundred and Fifty Dollars ($2,750.00) for the year 1994, Three Thousand and Twenty Five Dollars ($3,025.00) for the year 1995, Three Thousand Three Hundred Twenty Seven Dollars and Fifty Cents ($3,327.50) for the year 1996 and Three Thousand Six Hundred and Sixty Dollars ($3,660.00) for the year 1997 shall be due and payable on or before December 31 of each year. All rental payments shall be mailed to the Association, P.O. Box 1334, Bloomington, Indiana 47402-1334.

(5) Use of the Animal Shelter.

The City shall operate the animal shelter and its respective animal programs according to applicable law and according to humane principles set forth by the Humane Society of the United States, to the degree possible with the facilities and funds available. The Association recognizes that by ordinance the Animal Control Commissions are responsible for formulation of policies and procedures for the animal control departments and shelter. Changes in current shelter policies or addition of new ones must be reviewed and approved by the Association Board of Directors before they may become effective.

(a) Proper Housing. The City shall make available the animal shelter for the proper housing of all lost, stray or homeless animals which are delivered to the shelter by individuals or by governmental organizations pursuant to contracts. Animals delivered to the shelter by a private individual shall be received free of charge. Adequate protection from weather and dampness shall be provided for the animals, as well as food and water. To this end, the City shall operate the shelter according to the following standards:

Cats:

(i) The cats shall be separated as follows: unneutered males from females, injured from uninjured, stray from adoptable as possible, wild cats and bite cases from all others, kittens from adult cats, and nursing mothers and kittens from all others.

(ii) No more than two (2) cats or six (6) kittens shall be placed in a large stray/available metal cage or no more than one (1) cat or four (4) kittens in a small stray/available metal cage. Numbers shall be determined by individual temperament and age of kitten.

(iii) Each cage shall have a litter pan, fresh food and water available to the cats at all times.

(iv) Each cat cage must be cleaned daily and disinfected at least six (6) times a week and positively every time that a cat is permanently removed.

Puppies:

(i) The puppy pens shall be cleaned thoroughly every day and disinfected at least six (6) times a week and positively every time that puppies are permanently removed. The newspapers in the puppy pens must be changed at least two (2) times a day or as many additional times as necessary to ensure sanitary conditions.

(ii) Puppies six (6) months of age and under must have food available all day; puppies older than six (6) months will be fed once a day.

(iii) All food and water bowls must be washed and disinfected at least six (6) times a week and positively every time that a pup or puppies is permanently removed.

(iv) No more than four (4) puppies shall be placed in small pens or eight (8) in the large pens at any given time. Numbers shall be determined by individual temperament and age and size of puppy.

Dogs:

(i) All indoor kennels must be cleaned and disinfected thoroughly at least six (6) times a week. All outdoor kennels must be cleaned and disinfected thoroughly at least two (2) times a week, weather permitting. Kennels, indoor and outdoor, must be cleaned and disinfected thoroughly every time that a dog is permanently removed.

(ii) All food and water bowls must be washed and disinfected at least six (6) times a week and positively every time that dogs are permanently removed. Bedding must be laundered as necessary to ensure sanitary conditions.

(iii) The dogs must be separated as follows: unneutered males from females, injured from uninjured, stray from adoptable as possible, aggressive dogs and bite cases from all others, and nursing mothers and puppies from all others.

(iv) Each dog is to have fresh water available at all times except during the kennel cleaning process.

(v) All dogs must be removed prior to cleaning of their kennels. Kennels of injured dogs may be spot cleaned if the dog is not transferable. No animal shall be returned to its kennel until the kennel is completely dry, except as weather prevents.

(vi) All adult dogs shall be fed an amount of food adequate for their weight once daily.

(b) Awareness of Sickness and Disease

(i) Every animal shall be checked daily for signs of illness and disease. Obvious signs of disease include runny eyes, nasal discharge, loose bowels, vomiting, lack of appetite, skin sores, lameness, parasites and abnormal behavior.

(ii) Animals showing any sign of disease shall either be euthanized or isolated in whatever way possible to prevent contact with other animals.

(iii) Any kennel area or cat cage containing an ill animal must be disinfected thoroughly upon removal of the animal with a disinfectant adequate to destroy the suspected pathogen. All clinic and holding cages must be disinfected after each use. All office areas and other related work areas must be cleaned at least twice a week and disinfected as needed to prevent the spread of disease.

(c) Office.

(i) The animal shelter shall be open to the public from 8:00 a.m. to 5:00 p.m., Monday through Saturday for receiving and reclaiming animals. The kennels will be open to the public from 10:30 a.m. to 4:30 p.m., Monday through Saturday for viewing of animals for adoption. Shelter employees will complete the major cleaning prior to 10:30 a.m. It shall be closed to the public on Sundays and holidays.

(ii) The City shall permit the Association to place a donation box in the lobby of the shelter and to sell items at the shelter.

(d) Medical Care.

Adoptable dogs shall be provided with a vaccination for distemper combination complex, leptospirosis, and parvo virus prevention, kittens with panleukopenia, pneumonitis and viral respiratory disease complex prevention, and adoptable animals with medications for the treatment of parasites as necessary and as practical, and as the vaccines and medications are available. Complete health examinations will be conducted on animals as staff time allows.

(e) Euthanasia.

Euthanasia shall be performed only by those employees who are properly trained under the direction of a veterinarian and only by qualified and concerned people on the staff. The method of euthanasia shall be sodium pentobarbital.

(f) Adoption.

(i) All animals adopted from the shelter must be spayed or neutered upon maturity. The animal shelter shall reserve the right to reclaim any animal not spayed or neutered as agreed upon adoption.

(ii) No animal shall be adopted exclusively as a mouser, a watch dog, a hunting dog or for use in any illegal purpose.

(iii) All animals must be taken to a veterinarian within five working days, or ten to fourteen working days for animals that have been altered before adoption, for a complete check up and any other necessary medical attention. The adoption fee is normally nonrefundable but may be transferred to the adoption of another animal should an adopted animal be diagnosed with a previous illness or become ill within two weeks of adoption from the shelter.

(iv) Pet adopters must abide by all animal control laws. If this condition is not met, the animal shelter shall reserve the right to reclaim the animal.

(v) Prospective adopters must have or agree to construct a fenced area or runner of suitable size and strength if a dog is large, to be kept outdoors, of a breed that requires a great deal of exercise, or likely to create a public nuisance. No animal is to be chained to one stationary location continuously.

(vi) All adopters shall be presented with a basic pet care pamphlet and a copy of the relevant local animal control ordinances.

(vii) No animal, alive or dead, from the animal shelter shall be sold or given away to any laboratory, commercial enterprise or individual for the purpose of research.

(viii) Wild animals are not to be adopted from the animal shelter. They are either to be rehabilitated for future release, returned promptly to nature or euthanized, depending on the age and condition of the animal.

(g) Education.

All animal shelter employees shall make an active effort to educate all visitors to the animal shelter about basic pet care and humane treatment of animals, responsible pet ownership and the local and state laws concerning animal control and welfare. The City shall promote the proper care and treatment of animals, encourage public support for such treatment and care, and foster the enforcement of City ordinances and state statutes relating to the humane treatment of animals.

(h) Records.

(i) A kennel card shall be prepared for every animal or litter of animals that enters the shelter, stating all important data, description, and characteristics of the animal. Wildlife records shall be kept in accordance with state wildlife permit regulations.

(ii) A numbered tag shall be assigned to each animal or litter of animals, recorded on its kennel card, and placed on the animal's cage until the animal leaves the shelter.

(iii) All medical treatment with date received at the shelter and ultimate disposition shall be entered on each animal's record.

(iv) Daily receipts for all fees shall be kept in accordance with state and local laws. Records shall be kept of all donations received for the Association.

(v) A monthly report shall be made available to the Animal Control Commissions, the Association and any other appropriate or interested parties containing a summary of the previous month's animal control activities, fee receipts and donations.

(i) Inspection.

The Association shall have the right to inspect the premises of the animal shelter. In order to coordinate official visits to the animal shelter, the Association shall notify the director of animal control or shelter manager at least one hour prior to the inspection. The findings of the Association shall be sent to the Animal Control Commission within thirty (30) days of the inspection.

(j) Drugs.

The City agrees to use its best efforts to maintain permits for the use of any drugs that are needed in the operation of the animal shelter. The Association agrees to purchase the permit and all drugs used for euthanasia.

(k) Building Access.

The City shall provide access to the shelter for the Association. The City shall be responsible for maintaining a list which identifies all people who possess a key to the premises.

(l) Pre-exposure Rabies Vaccination.

The City shall provide pre-exposure rabies vaccinations to all shelter and animal control personnel who handle animals. New employees shall be vaccinated within four (4) to six (6) months of their begin date. Current employees shall have a blood titer and receive a booster, as determined necessary, every three (3) years or as medically recommended.

(6) Utilities.

The City shall pay for all utilities used upon or in connection with the animal shelter, including, without limiting the generality thereof, electricity, gas, water, heat, garbage and incinerator fees, and all other services.

(7) Maintenance.

(a) The Association shall be responsible for and shall maintain the structural components of the building; including without limitation the roof and walls; gutters; downspouts; replacement of heating, air conditioning, and ventilation systems, and hot water heaters; electrical wiring, outlets, and conduits; structural deficiencies in sewers and drains; ridge vents; door and window sills; and gas lines. It is recognized that the foregoing list is not exclusive, and any disputes over maintenance shall be resolved in the spirit of the general classification indicated by the foregoing list. However, any repairs or maintenance necessitated by acts of the City, its agents or employees, ordinary wear and tear excepted, shall in any and all events be the responsibility of the City.

(b) The City shall be responsible for the maintenance of the building, grounds, fixtures, equipment, and improvements. Such maintenance shall include without limitation cleaning of the premises and gutters; maintaining the grounds, lawn, parking areas and shrubbery; clearing snow; painting; cleaning floors; unstopping sewers, drains and toilets except to the extent that the Association is responsible under Paragraph (a) of this agreement; replacement of light bulbs; maintenance of the incinerator, heating, air conditioning and ventilation systems including filters of those systems; all damage done by acts of the City, its agents or employees, ordinary wear and tear excepted; replacement of window glass; all personalty, equipment, and fixtures brought onto the premises by the City; trash removal; and locks, latches, and hinges on doors, counters, cabinets, cupboards, and cages. It is recognized that the foregoing list is not exclusive, and any disputes over maintenance and repairs shall be resolved in the spirit of the general classification indicated by the foregoing list.

(8) County-wide Services.

(a) Because the problem of stray animals and animal population are not confined to the geographical limits of the City of Bloomington, the City agrees to make a good faith effort to maintain an agreement with the Monroe County government for county-wide shelter services, and the Association agrees to encourage Monroe County government to maintain an agreement for shelter services with the City.

(b) The City agrees to require through the Inter-Local Agreement that County personnel working out of the animal shelter abide by the standards herein described or set forth.

(c) The City will include the express written consent of the Association to allow the sublease of animal shelter space to County personnel within the Inter-Local Agreement each year as it is negotiated.

(9) Volunteer Program.

(a) The City agrees to allow volunteers to work at the animal shelter.

(b) Due to the continuing spirit of City and Association cooperation, a part-time Association volunteer coordinator position developed into a full-time Volunteer Program Director's position beginning January, 1991. The City and the Association agree to participate jointly in interviewing job candidates when an opening should occur, and in the hiring and supervision of the Director. The City and the Association agree that program continuity is dependant upon one person filling the respective half-time positions. The City and the Association agree to make a good faith effort to maintain this cooperative program.

(c) The City and Association each agree to support the program by funding a minimum of 20 hours per week of salary as well as reasonable portions of the program expenses including, without limiting the generality thereof, office supplies, travel, copying and postage.

(10) Humane Education Program.

(a) In 1981, the Monroe County Humane Association and the Bloomington Animal Control Department were made beneficiaries in the will of a long time supporter. Helen Rogers established a $27,500 Benji Trust Fund from which the City and the Association receive the interest. The only stipulation of the will is that the two groups cooperate and use the interest towards a mutually agreed upon goal. The City and the Association agree that humane education is our most important common goal and ultimately the best way to benefit animals.

(b) As of June, 1992, the interest from the Benji Trust Fund pays, on average, for seven (7) hours per week of the Humane Education Coordinator positions salary. The Association covers the remaining eight (8) hours of salary and program expenses. Within this context, the City and the Association agree to jointly participate in the interviewing of candidates and the hiring and supervision of the Coordinator. The City and the Association agree to make a good faith effort to maintain this cooperative program and to work towards providing funds for a full-time position.

(11) Wildlife Rehabilitation Program.

(a) Due to rapid encroachment upon wildlife habitat in Bloomington and Monroe County, the shelter continues to respond to an ever increasing number of calls involving the interactions of humans with wild animals.

(b) The City and Association agree to jointly sponsor the Wildlife Rehabilitation Program which allows wild animals to be released back to nature. The City maintains the records, obtains the required state permit and evaluates the wildlife received for their suitability for rehabilitation. The Association provides volunteers, program coordination and funds for supplies and materials. The City and the Association agree to make a good faith effort to maintain this cooperative program.

(12) Liability Insurance.

The City shall hold the Association harmless from any claim for personal injury, death or property damage occurring on or about the animal shelter during the term of this rental and use agreement and shall indemnify the Association for any loss or expenses occurring therefrom. The City further covenants and agrees that it will at all times during the term hereof or any extended term, at its own expense, maintain and keep in force for the benefit of the Association and the City, a general liability insurance, naming the Association as an additional insured, against claims for personal injury, death or property damage, occurring in or about the animal shelter to the limit of not less than $300,000.00 in respect to death and injury of persons, and to the limit of not less than $50,000.00 in respect to property damage. The City shall inform all persons using or being upon the same premises, or dealing thereat, of the nonliability of the Association for any act or neglect of the City by posting an adequate number of notices to that effect in, about or on said premises.

(13) Fire and Extended Coverage Insurance.

The City shall at all times carry fire insurance, extended coverage insurance and vandalism insurance on the animal shelter and its improvements to the extent of the full insurable value of the leased premises. The policy shall name the Association as the owner and beneficiary. The City shall pay the premiums on all such insurance and shall provide the Association with copies of the policies, renewals and renewal receipts. The Association and City covenants and agrees to dedicate the proceeds of such insurance to the repair and replacement of the animal shelter or its improvements.

(14) Rights in the Event of Total or Partial Destruction.

In the event that the animal shelter should be damaged or destroyed, this rental and use agreement shall remain in full force and effect, and the City shall promptly cover the cost of the Association repairing such damage or rebuilding the animal shelter, as the case may be. The City's obligation to cover the cost of the repair or rebuild shall be limited to the amount of the insurance proceeds received by it for such repair or rebuilding, so long as the City has maintained insurance on the building to the extent of the full insurable value thereof with the amount of insurance proceeds under the insurance policy measured by replacement costs. During any reasonable time period for rebuilding, rental payments shall abate, but all other expenses concerning said property shall continue to be the responsibility of the City as provided herein.

(15) Remedies of the Association.

(a) Rent. If the City shall fail to pay any installment or rent promptly, on the day when the same shall become due and payable hereunder and fails to make good such default within thirty (30) days after the date of written notice of the default and demand for performance is mailed to it by the Association, or if the City shall vacate or abandon the animal shelter before the end of the term, the Association may at its option declare the term ended and enter the animal shelter with or without process of law and expel the City or any person occupying the same in or upon said premises and so to repossess and enjoy the premises as in the Association's former estate.

(b) Covenants. In the event that the City shall be in default with respect to any of the covenants contained in this rental and use agreement, ten (10) days after having duly mailed written notice of any such default to the City, the Association shall be entitled to perform any covenant of the City as to which the City is in default, and any and all sums paid by the Association in performance of such covenants shall be

and constitute additional rent and shall be paid by the City as such, with interest at the rate of Ten Percent (10%) per annum, with the next rental payment due.

(16) Remedies of the City.

In the event that the Association shall be in default with respect to any of the covenants contained in this rental and use agreement, ten (10) days after having duly mailed written notice of any such default to the Association and the Association does not give notice of arbitration under Paragraph 20, the City shall be entitled to perform any covenant of the Association as to which the Association is in default, and any and all sums paid by the City in performance of such covenants shall be deducted from the rent owed the Association or credited against future rents.

(17) Holding Over.

In the event the City continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension thereof, and the Association elects to accept rental payments thereafter, a tenancy from month to month only shall be created and not for any longer period.

(18) Assignment.

The City shall not have the right, authority, or power to assign, mortgage or sell this contract or any interest therein, without the written consent of the Association.

(19) Public Notice.

The City shall prominently display a notice at the animal shelter to the effect that all operations and activities of the shelter are undertaken solely by the City of Bloomington.

(20) Adverse Claims.

Each party shall promptly send the other a copy of all notices and claims, assessments, actions or other matters which do or may, directly or indirectly, affect such other party.

(21) Notices.

Until changed by notice, notices to the City shall be addressed to:

City of Bloomington
Animal Control Commission
P. O. Box 100
Bloomington, IN 47402-0100

and

Mayor
City of Bloomington
P. O. Box 100
Bloomington, In 47402-0100

Notices to the Association shall be addressed to:

The Humane Association, Inc. of Monroe County
P. O. Box 1334
Bloomington, IN 47402-1334

The City agrees to forward notices, as pertinent to:

Monroe County Commissioners/Monroe County Clerk
P.O. Box 546
Bloomington, IN 47402-0546

(22) Arbitration.

In the event that the parties disagree about any aspect of this agreement or about any matter relating thereof, and are unable to resolve such disagreement satisfactorily, either party may request, and such request must be honored, that the disagreements be submitted to arbitration for solution. Any decision reached by such arbitration is advisory to both the City and the Association. Submission to arbitration shall be made by either party giving written notice to the other party (1) of its desire for arbitration and (2) naming that

party's nominee to the arbitration panel. Upon receipt of the above notice, the other party shall have seven (7) days to send written notice to the first party of the other party's nominee to the arbitration panel. The two arbitrators shall in turn select a third person to serve as arbitrator and to be the chairperson of the arbitration panel. Arbitration shall proceed in accordance with the rules of the American Arbitration Association. The costs of arbitration may be allocated to the two parties as the arbitrators deem fair and just.

WITNESS the signatures of the parties herein on the day and year first above written.

ATTEST:

Helene H Jones

Secretary

HUMANE ASSOCIATION, INC., OF MONROE COUNTY

Vicky J Myers

President

ATTEST:

Patricia Williams

City Clerk

CITY OF BLOOMINGTON, INDIANA

Tomilea Allison

Mayor

BLOOMINGTON BOARD OF PUBLIC WORKS

Frank A Husmeals up

President

Martha E. Sims

Tibe at the Eagles

COMMON COUNCIL

Jim Hopkins

President

ANIMAL CONTROL COMMISSION

Patricia W. Mulholland

President