

RESOLUTION 2013 - 44



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON,
APPROVING AN ADDENDUM EXTENDING
THE ANIMAL CONTROL SERVICES AGREEMENT
WITH THE HUMANE SOCIETY OF
CENTRAL WASHINGTON**

WHEREAS, on December 13, 2010, the City of Sunnyside and the Humane Society of Central Washington entered into an agreement to provide Animal Control Services; and,

WHEREAS, the City of Sunnyside and the Humane Society of Central Washington have negotiated a renewal of such agreement, extending the agreement one year; and

WHEREAS, the City Council and the City of Sunnyside have found and determined that such Animal Control Services is in the best interests of residents of the City of Sunnyside, and will promote the general health, safety and welfare, and that such Agreement should be continued through December 31, 2013.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Addendum attached hereto as Exhibit "A" and incorporated herein by this reference, by and among the City of Sunnyside and the Humane Society of Central Washington, is hereby approved; and the Interim City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 28th day of May, 2013.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

Agreement for Animal Control Services - Addendum

THIS AGREEMENT HEREBY MODIFIES AND SUPERCEDES the contract entered into between the Humane Society of Central Washington (Yakima Humane Society) and the City of Sunnyside.

The modifications are as follows:

This Agreement shall be extended for one (1) year beginning January 1, 2013 and shall terminate on December 31, 2013, upon the same terms and conditions as provided in the Agreement (Attachment "A"). The modified rate per month for the City of Sunnyside shall be the sum of one thousand eight hundred dollars (\$1,800). Once approved; fees would be retroactive for the months of January, February, March and April 2013, which were paid at the 2012 contract rate of \$1,680 monthly.

In addition, the Yakima Humane Society proposes the licensing of all animals redeemed or adopted at our shelter or through our adoption events. The Yakima Humane Society would issue licenses provided by the city of Sunnyside; collect appropriate fees and complete all records. Those licensing fees; less our agent fee, would be paid to the city of Sunnyside monthly.

WHEREFORE, this amendment is deemed executed this _____ day of _____, 2013.

CITY OF SUNNYSIDE

HUMANE SOCIETY OF CENTRAL
WASHINGTON

John C. Darrington
Interim City Manager

Wendy St. George
Executive Director

ATTEST:

Delilah Saenz, CMC
City Clerk

**2011-2012 AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITIES OF
GRANDVIEW, PROSSER, & SUNNYSIDE AND THE HUMANE SOCIETY OF CENTRAL WASHINGTON**

THIS AGREEMENT made and entered into by and between the Cities of Grandview, Prosser, and Sunnyside - municipal corporations (hereinafter referred to as "Cities"), and the Humane Society of Central Washington (hereinafter referred to as "Society"), to wit:

PURPOSE: The Society offers to contract with the Cities for animal control services in a reasonable amount, which will result in increased services to the citizens of the Cities, cost effectiveness to the Cities, and professional services in the area of animal control and treatment. The agreement will accomplish the purposes of animal control for the Cities of Grandview, Prosser and Sunnyside – all pursuant to authorized purposes and procedures in such parties' agreement and memorandum of understanding executed pursuant to the provisions of Chapter 39.34 RCW.

1. That commencing on the effective date of this agreement the Society will provide and the Cities will accept the services of the Society for animal control within the corporate limits of the Cities. The Cities shall pay the sum of four thousand two hundred dollars (\$4,200.00) per month to the Society to provide at least forty (40) hours per week of service to the Cities of Grandview, Prosser, and Sunnyside. It will be determined by the Cities as to percentage of financial responsibility of the total of the four thousand two hundred dollars (\$4,200.00). Each City will be responsible for paying its proportionate share of the service fees to the Society.
2. The above monthly amount will be paid to the Society by each City in monthly installments in accordance with each City's payment procedures each month after the month of service.
3. The hours mentioned herein will be hours spent patrolling city limits, tending to administrative matters and include time to travel to and from the Cities as necessary.
4. The contracted hours shall include weekend time on a random basis. Schedules are to be coordinated between the Society's Director and the Chief of Police in the Cities.
5. Within the contracted hours, the Society will provide all aspects of animal control work, including: patrol; impounding stray dogs which are in violation of ordinances; investigation of citizens complaints regarding applicable violations; investigation of cruelty or neglect of animals; and provisions of a well defined animal control vehicle with duties carried out by trained and experienced personnel.
6. The Society will pick up injured and dead animals as part of this contract.
7. The Society shall provide 24-hour-a-day emergency services for sick, injured, or vicious dogs. Hours spent providing animal control services after hours on an emergency basis shall be counted as part of the service hours permitted in this contract.
8. Impounded dogs shall be kept on the Humane Shelter's premises for a period of seventy-two (72) continuous hours to provide access in claiming. Shelter fees are to be retained by the Society.
9. Evidence dogs shall be held for a period of 30 days, after which time the Cities can elect to leave the dog(s) with the Society at a cost of ten dollars (\$10.00) per dog per day to be paid monthly or remove them to a private kennel for boarding.
10. The Society may sell any unclaimed animals and the Society shall retain the monies derived from the sale. The Society shall not sell, give, lease, or otherwise make such animals available for scientific research. Animals which are not reclaimed by its owner and which are not otherwise adopted or claimed may be humanely put to death by lethal injection.
11. The Cities shall retain all monies gained from fines in their cities.
12. In the event of requested extra patrol time by the Cities, the Society shall provide this service at the rate of twenty-five dollars (\$25.00) per hour; said fee to be paid the following month from a separate and itemized billing.

ATTACHMENT "A"

13. The Cities shall provide the Society with citation books, necessary City report forms and copies of applicable animal control ordinances for their use in patrolling and investigation of animal complaints within the Cities, and the Cities shall authorize the Society's officers to cite persons for violations relating to animals.
14. The Cities shall continue to receive phone or personal contact messages for the Society's officers to act upon, and shall deliver messages when a Society officer reports for duty each day. All emergency messages shall be forwarded to the Society when an officer is not on duty via the Society's answering service. Radio contact is to be maintained by Society employees on duty; said radio to be supplied by the Cities.
15. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered between the Chiefs of Police of the Cities and the Executive Director for the Society.
16. The tempo of the conduct or policy in public contacts is to be directed by the City Managers or the Chiefs of Police for the Cities and conveyed to the Executive Director of the Society, who in turn shall be responsible for the conduct of the Society's officers.
17. Each party hereto states that it is an equal opportunity employer and does not unlawfully discriminate in employment or service.
18. The Society shall provide an insurance policy naming the Cities of Grandview, Prosser and Sunnyside as additional insured in the amount of no less than one hundred thousand dollars (\$100,000.00) per occurrence. The Society agrees to hold harmless, indemnify and defend the Cities and its officers, employees and agents for any and all liability of any type relating to any actions or omissions of the Society, its officers, employees or agents, including costs and attorney fees.
19. This agreement may be cancelled by the agreement of both parties or by one party giving sixty (60) days written notice of termination.
20. The term of this agreement shall be from the effective date through December 31, 2012.
21. Copies of this agreement shall be on file with the City Clerks and the Society. A copy of this agreement shall be filed with applicable County Auditors' offices, or in lieu of filing this agreement with the County Auditors, each municipal party may list a copy of this agreement on its website pursuant to RCW 39.34.040.
22. This Agreement, together with the Memorandum of Understanding previously or contemporaneously executed by and among the Cities of Grandview, Prosser, and Sunnyside shall constitute the entire agreement of the parties.
23. This Agreement shall be effective upon the date signed by the last party to execute this agreement. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF GRANDVIEW



Date: 1/14/11

CITY OF PROSSER

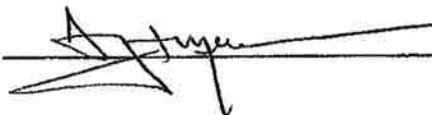


Date: 1-13-2011

ATTEST:



APPROVED AS TO FORM:



ATTEST:



APPROVED AS TO FORM:



ATTACHMENT "A"

CITY OF SUNNYSIDE

Mark J. Gervasi
Mark J. Gervasi, City Manager

Date: 12-14-10

HUMANE SOCIETY OF CENTRAL WASHINGTON

Alan Landry
Executive Director

Date: 12-20-10

ATTEST:

Deborah A. Estrada
Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:

Menke Jackson Beyer
Menke Jackson Beyer Ehlis & Harper, LLP
Attorneys at Law

ATTEST:

Patsy Dye
Director of Shelter Operations & Animal Control