



RESOLUTION 2014 - 102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, APPROVING AGREEMENT WITH HUMANE SOCIETY OF CENTRAL WASHINGTON

WHEREAS, the City of Sunnyside and the Humane Society of Central Washington have negotiated a successor agreement for provision of animal control services within the jurisdiction of the City of Sunnyside, for a term of January 1, 2015 through December 31, 2017; and

WHEREAS, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

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

SECTION 1. That the "Animal Control Services Agreement" between the City of Sunnyside and Humane Society of Central Washington, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the 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 8th day of September, 2014.


JAMES A. RESTUCCI, MAYOR

ATTEST:


DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:


KERR LAW GROUP, PLLC
Attorney for the City of Sunnyside

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF SUNNYSIDE, a Washington municipal corporation (hereinafter referred to as the "City") and the HUMANE SOCIETY OF CENTRAL WASHINGTON, a non-profit corporation (hereinafter referred to as the "Society").

1. SOCIETY'S OBLIGATIONS

I. ANIMAL CONTROL SERVICES

The Society is hereby assigned, authorized, delegated and empowered to issue dog licenses; to impound all animals coming into its control and custody as a result of violations of the animal regulations; to place or humanely dispose of such animals as come into its control; and to manage and enforce the animal regulations pursuant to all ordinances now in effect or which may hereinafter be adopted. In furtherance of these obligations; the Society shall:

- a. The Society will furnish animal shelter facilities located at 2405 West Birchfield Road in Yakima, Washington.
- b. The Society will maintain proper shelter and care for all domestic animals which come into its custody.
- c. The Society will maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for the redemption of impounded animals.
- d. The Society will appoint competent and qualified agents for the carrying out of the responsibilities under this contract, who shall be responsible to the elected officers of this Society.

II. ENFORCE ANIMAL REGULATION LAWS

- a. The Society will, through duly appointed and legally qualified agents and officers, diligently enforce all animal regulation laws and ordinances, including the capture and impound of animals running at large within the corporate limits of the City in violation of Title 6: Chapter 6.04 and 6.08 of the Sunnyside Municipal Code.
- b. The Society will provide proper food, water, shelter, and other humane treatment for such animals while they are in the Society's possession and until placed or otherwise humanely disposed of by the Society.
- c. The Society will hold all impounded dogs at the Society's facility in accordance with the applicable City code.
- d. The Society will hold all impounded cats wearing an I.D. tag, tattoo or microchip for a period of five business days from the date of impound. All cats not wearing an I.D. tag, tattoo or microchip shall become the property of Society upon impound.
- e. The Society will collect an impound fee from the owners of any impounded dog that is redeemed by its' owner per the City ordinance. All such collected fees shall be remitted to the City with monthly billing.

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- f. Unclaimed cats & dogs will become the property of the Society on the day such animals are released from impound status according to applicable City code. The proceeds received by the Society from the sale of such released animals shall belong to the Society.
- g. The Society will cooperate with the Health Department by following procedures required by the ordinance concerning persons or animals bitten by an animal in the City.
- h. The Society will investigate all reports of violations of city ordinances relating to animal control and regulation and, when warranted by the facts, shall prosecute all persons charged with violation of said ordinances.
- i. The Society will hold evidence dogs for a period of 10 days, after which time the City may elect to leave the dog(s) with the Society at a cost of ten (\$10) dollars per dog per day to be paid monthly or remove them to a private kennel for boarding.
- j. The Society will collect and properly dispose of all dead animals (dogs, cats, and other small animals of similar size). The Society does not dispose of farm animals, including cattle, horses or other animals of similar size.

III. ISSUE LICENSES, COLLECT FEES, AND KEEP RECORDS

- a. The Society will diligently issue and process applications for dog licenses for all impounded dogs owned or harbored by residents of the City.
- b. The Society shall not release an unlicensed animal to an owner that resides within the City until a license has been purchased with the appropriate copies of the license distributed to the owner and the City, and license tag delivered to the animal owner.
- c. The Society shall keep full and accurate records of all persons to whom dog licenses have been issued. It shall maintain a record of all animals taken into custody and impounded, showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition.
- d. The Society shall collect from the owner of any redeemed animal the appropriate licensing fees as required by City code.
- e. The Society shall remit such collected fees and licensing documentation to the City once a month with billing.
- f. The Society, as additional compensation for services rendered hereunder, shall collect a five (\$5.00) dollar agent fee for the sale of each City dog license from the animal owner.

IV. HUMANE EDUCATION

- a. The Society will initiate and maintain programs of education designed to promote safety (i.e. bite prevention), awareness, and responsible pet ownership, including the proper care and treatment of animals and, to stimulate public support for such treatment and for the enforcement of city ordinances relating to animal control.

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V. INDEMNIFICATION AND HOLD HARMLESS

- a. The Society agrees to protect, defend, indemnify, exonerate, and hold harmless the City, its elected officials, agents, officers, and employees (hereinafter referred to as "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including legal fees, costs, and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including, but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to the Society's provision of services, work or materials pursuant to this Agreement.

VI. INSURANCE

- a. The Society shall procure and maintain during the term of this agreement Workers' Compensation Insurance as prescribed by the laws of the State of Washington.
- b. The Society shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect the Society from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement, whether such services be by the Society, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.
- c. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold free and harmless covenant contained in Paragraph herein, and in the event the City becomes liable for amount in excess of such insurance coverage, the Society shall indemnify and hold the City free and harmless for the whole thereof.
- d. The Society shall furnish the City with policies or certificates of insurance to demonstrate that the Society has procured such insurance and that the City has been named as an additional insured therein.
- e. Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the City prior to modifications, cancellation, or reduction in coverage of such insurance.

VII. SOCIETY'S INDEPENDENT CAPACITY

- a. The Society and the City understand and expressly agree that that the Society is an independent contractor in the performance of each and every part of this Agreement.
- b. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered between the Chief of

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Police or the City Manager of the City and the Executive Director or the Director of Operations of the Society.

- c. The tempo of conduct or policy in public contacts is to be directed by the Chief of Police or the City Manager and conveyed to the Executive Director or the Director of Operations of the Society, who in turn shall be responsible for the conduct of the Society's officers.

VIII. COMPLIANCE WITH LAW

- a. The Society agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

2. CITY/COUNTY OBLIGATIONS

IX. SUPPLY ALL CERTIFICATES AND LICENSES

- a. The City shall purchase and supply to the Society all such dog license certificates, numbered (metallic) tags, and receipt forms as shall be required by the Society in the carrying out of its responsibility under this contract.
- b. The City shall provide the Society with citation books, necessary City report forms and copies of applicable animal control ordinances for their use in patrolling and investigating animal complaints within the City, and the City shall authorize the Society's officers to cite persons for violations relating to animals.

X. PROVIDE POLICE ASSISTANCE

- a. The City 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.
- b. All emergency messages or after hour calls shall be forwarded to the Society when an officer is not on duty via the Society's answering service. **(509-457-2212)**
- c. The Sunnyside Police Department will provide assistance to the Animal Control Officer in the conduct of their duties whenever the Animal Control Officer reasonably determines that a situation requires police assistance.
- d. The City shall provide and maintain a portable police radio for use by the Animal Control Officer. The radio assigned will be determined by the Sunnyside Police Department and radio contact will be maintained during the hours of service.
- e. The City shall provide a workstation complete with a computer (internet accessible) and a printing device for the Society's officer to complete the required administrative duties of this Agreement.

XI. DEPUTIZE SOCIETY AGENTS

- a. The City or its properly authorized representative shall issue a special commissions and other legal authority to properly deputize and invest with authority the qualified

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agents of the Society. Such authority shall be limited to the enforcement of the ordinances, rules, and regulations pertaining to Title 6: Chapter 6.04 and 6.08 of the Sunnyside Municipal Code.

XII. APPLICABILITY OF NEW OR REVISED ANIMAL CONTROL ORDINANCES

- a. It is understood and agreed by the City and the Society that in the event the animal control ordinances are superseded or revised to cause the level of services to be performed by the Society under this agreement to be increased, then such provisions shall not be applicable with respect to this agreement.

3. CONSIDERATIONS

XIII. REQUESTED EXTRA PATROL

- a. In the event that extra patrol time is requested by the City, the Society shall provide this service at an hourly rate for each additional Animal Control Officer requested.
- b. It is understood and agreed by the City and the Society that only the City Manager and/or the Chief of Police of the City may request extra patrol and that the Executive Director, Director of Operations, and/or the Shelter Manager may accept such requests.
- c. The City will be billed the following month for this service at a rate of fifty (\$50) dollars per hour, per Animal Control Officer.

XIV. AFTER HOURS

- a. The Society will respond to after hour call-outs for containment of vicious canines, tending to sick or injured animals and/or as requested by the Sunnyside Police Department for canine pick-ups during police actions.
- b. After hours is defined as time spent providing emergency animal control services during hours that the assigned Animal Control Officer is not duty.
 - i. Generally, specific times that would be considered after hours are from 5:00 pm – 8:00 am; unless the call-out is initiated on a day that the assigned Animal Control Officer is not on duty – in which case any time during the 24-hour period would apply.
 - ii. To initiate an after-hour call-out the City would need to contact the Society's answering service at **509-457-2212** to dispatch the on-call Animal Control Officer.
- c. The City agrees that the time spent providing animal control services after hours on an emergency basis shall be counted as part of the service hours permitted in this contract.

XV. INTEGRATION

- a. This written document constitutes the entire Agreement between the City and the Society. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both

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2. Commencing on January 1, 2016; the City shall pay the Society at a rate of three thousand and ninety-four (\$3,094) dollars per month.
 3. Commencing on January 1, 2017; the City shall pay the Society at a rate of three thousand two hundred and forty-nine (\$3,249) dollars per month.
- b. The Society shall provide twenty (20) hours of service per week.
1. The hours mentioned herein will be hours spent patrolling city limits and tending to administrative matters, which may include travel time in emergency situations.
 2. The Animal Control Officer will work a five (5) day workweek at four (4) hours per day to include one (1) Saturday every other week.
- c. The Society shall present the City with a monthly invoice before the tenth (10th) of month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving the Society's billing invoice.

EXECUTED this _____ day of _____, 2014

CITY OF SUNNYSIDE

By: _____
Donald D. Day, City Manager

ATTEST:

By: _____
Delilah Saenz, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

HUMANE SOCIETY OF CENTRAL WASHINGTON

By: _____
Wendy St. George, Executive Director

ATTEST:

By: _____
Vaughn Merry, Director of Operations