



Action taken : 7/14/03	Approved	Denied
Other:	✓	
Verified by: J. Neumann, Acting Clerk		

WASILLA CITY COUNCIL MEMORANDUM

CM No. 03-30

TITLE: Award Of Contract To The City Of Houston In An Amount Not To Exceed \$26,000 To Provide Animal Control Services For The City Of Wasilla.

COUNCIL MEETING DATE: July 14, 2003

ADMINISTRATION INITIAL: ACO

REQUESTED BY: Administration

PREPARED BY: Deputy Clerk

Date Prepared: July 1, 2003

FISCAL IMPACT: Grant Funds

If yes, amount requested: \$26,000 Account No.:

SUMMARY STATEMENT: As requested by the council, we are proposing to enter into a contract with the City of Houston to provide animal control services within city limits. A copy of the contract is attached for your review.

STAFF RECOMMENDED ACTION: To Award A Contract To The City Of Houston In An Amount Not To Exceed \$26,000 To Provide Animal Control Services For The City Of Wasilla.

Attachments: Proposed Animal Control Contract

**COOPERATIVE SERVICES AGREEMENT
BETWEEN THE CITY OF HOUSTON AND THE CITY OF WASILLA
FOR ANIMAL CARE AND REGULATION SERVICES**

A. PARTIES AND PURPOSE

1. Definitions

In this agreement the following definitions apply:

- a. "ACO" means Houston's Animal Control Officer.
- b. "Animal Control Board" means ~~the City of Houston's or the City of Wasilla's~~ Board of Animal Control and Regulation.
- c. "Animal license" means a license for a dog issued pursuant to the Wasilla code.
- d. "CACO" means Houston's Chief Animal Control Officer.
- e. "Cattery license" means a license to operate a cattery for five or more cats pursuant to the Wasilla code.
- f. "Enforcement" means any action taken by an ACO or the CACO under ~~the~~ Wasilla code.
- g. "Houston" means the City of Houston.
- h. "Kennel license" means a license to operate a dog kennel for five or more dogs pursuant to the Wasilla code.
- i. "Shelter" means Houston's facility located at Mile 57 of the Parks Hwy., or a kennel that is contracted by Houston for the interim housing of animals impounded by or surrendered to Wasilla or Houston.
- j. "Wasilla" means ~~the City of Wasilla.~~
- g. "Wasilla code" means Chapter 7 of the Wasilla code of ordinances.

2. Purpose

Houston and Wasilla enter into this agreement pursuant to AS 29.35.010(13) to delegate to Houston the power to regulate animal care and control in Wasilla. This agreement provides for Wasilla to reimburse Houston for provision of these services as defined in "C. Scope of

Services.” Wasilla delegates to the Houston Board of Animal Care and Regulation pursuant to Wasilla code Section 7.08.010 F the authority to exercise original jurisdiction for “vicious” animals and appellate jurisdiction in other matters. Wasilla will be represented by its attorney in animal care and regulation matters under this contract. This agreement will avoid duplication of services by having a single agency conducting animal regulation activities, housing animal shelter services at a central location, and creating a uniform system of hearings and appeals.

B. TERM

The term of this agreement shall be for one fiscal year beginning July 14, 2003 (a renewal for subsequent fiscal years shall begin on July 1st). The cost of services provided under this agreement shall be renegotiated on a yearly basis and shall be implemented by a yearly budget addendum to this agreement.

C. SCOPE OF SERVICES

Houston will provide services to Wasilla under this agreement as described below.

Field Officer Services:

Response-as-required services

CACO or ACO response services shall be provided 24 hours a day, seven days a week, at the request of Wasilla. Examples of responses include without limitation animal attacks, cruelty-to-animal allegation responses, unrestrained animals, police-requested animal intervention (i.e., pick-up animal secondary to a nuisance complaint), dead animal pick-up, etc. The issuing of warnings and citations is included with this service.

Normal hours

~~CACO or ACO response services shall be provided during normal business hours (8:00 a.m.—5:00 p.m., Monday through Friday) at the request of Wasilla. Examples of responses include without limitation animal attacks, cruelty to animal allegation responses, unrestrained animals, police requested animal intervention (i.e., pick up animal secondary to a nuisance complaint), dead animal pick-up, etc. The issuing of warnings and citations is included with this service.~~

On-Call hours

~~Services provided are similar to the normal hours services described above, outside normal business hours. The issuing of warnings and citations is included with this service.~~

Animal incident investigation services

Services provided are the comprehensive, official investigation of animal-related incidents by the CACO or ACO for the purposes of documenting the facts surrounding an animal incident,

discovering Wasilla code violations, issuing citations and direct interface with all parties concerned.

Animal incident report services

Services provided are comprehensive written and electronic reports documenting all aspects of animal incidents in Wasilla. These reports will be provided to Wasilla on a monthly basis, and are primarily utilized to recommend the classification of animals and to provide information to the Wasilla clerk's office as well as the Animal Control Board.

Kennel Licensing

This service includes initial and renewal licensing for kennels and all related inspection, documentation and reporting relative to issuing a kennel license.

Dead Animal Recovery

This service includes the removal of dead animals from public property in Wasilla (i.e., roadways, ditches, etc.). This service is included in the response-as-required normal hour services.

Animal Care and Shelter Services:

This service category includes the care and shelter of animals on behalf of Wasilla for those animals that are impounded in Wasilla as a "stray," or that have been impounded by order of Wasilla and are neither retrieved by their owner nor adopted. As required by the Wasilla code, the shelter must retain animals without identification for a period not less than seventy- two (72) hours and animals with identification for not less than one hundred twenty (120) hours.

Animal intake

The intake of animals into the Houston shelter or kennel contracted by Houston includes: all paperwork and documentation of the animal, a preliminary physical exam for possible medical conditions, search for identification, search for vaccination history, attempt to contact owners in cases of stray animals, intake processing procedures and related paperwork, and assignment to kennel.

Animal emergency veterinary care

Services include engaging Houston's contract veterinarian for serious medical problems of the animal in the protective care of the shelter.

Animal housing and feeding

Services include housing the animal in a kennel that is maintained in a clean and sanitary condition. The animal is provided ample water, nutritious food, and is exercised regularly.

Animal vaccination

Each animal sheltered will be provided with vaccinations if it is not current on required vaccinations.

Animal euthanasia

All animals that are not owner-claimed and/or not adopted from the Shelter within the time allowed by the Wasilla code are humanely euthanized.

Routine Clerical

All routine administrative and clerical functions are included in the Shelter Services. These services include data input, records maintenance, mailing letters, photocopying, etc.

Large Animal Services:

Field Officer Services

Services include ACO response to large animal incidents, investigation, issuing citation(s), etc. and is included in the response-as-needed category above.

Animal Care & Regulation Board Services:

Animal Board Hearings

The Wasilla code requires an appeal process for animal classification by the CACO. The Animal Control Board is appointed by Houston or Wasilla Council and is charged with providing a non-biased, third-party forum to hear grievances on decisions made by the Houston Animal Control Officers.

Brief writing

The CACO must write a Brief providing Houston's position and related actions pertaining to an animal classification, and that Brief is submitted to the Houston Clerk's office for distribution to the Animal Control Board.

Clerk's office processing

The Clerk's office coordinates and administers the Animal Control Board Hearings including scheduling, facilities, notifications, document reproduction and distribution, recording proceedings, transcriptions, etc.

Wasilla / ~~Houston~~ Attorney

Should ~~the~~ Wasilla require legal representation for any purpose relating to the preparation and/or hearing/court appearance for matters concerning Animal Control issues, the Wasilla ~~or the~~ Houston attorney will be used. ~~The~~ Houston shall not be responsible for any attorney services related to infractions and the related prosecution expenses.

Administrative Services:

There are no charges to Wasilla for the administrative services described below:

Invoicing

The City of Wasilla will receive monthly invoices for services provided under this contract.

Activity Reports

~~At least once a month. On a routine and periodic basis, the City of~~ Wasilla will receive an activity report outlining Field Activities, number of hours of patrol, animal intake numbers, animal emergency veterinary care, animal housing and feeding, animal vaccination, etc.

Fine Collection

Houston will collect all fines and bail forfeitures that are payable for violations of the Wasilla code, and remit the amounts collected to Wasilla no less frequently than once a month.

D. DEFENSE AND INDEMNIFICATION

Wasilla shall indemnify, defend, and hold and save Houston, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees which Houston may be subject to as a result of its performance of the services in this agreement. This defense and indemnification responsibility includes claims alleging acts or omissions by Houston or its agents which are alleged to have contributed to the losses, failure, violations, or damage. However, Wasilla shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of Houston, its agents, or employees.

Wasilla agrees to name Houston and the Houston department of Animal Control as additional insureds under Wasilla's General Liability and Errors and Omissions for Public Officials policies. ~~Houston agrees to provide a workers' compensation policy for its employees, staff and volunteers and to have such coverage be in effect for services provided under this contract.~~

E. NON-DISCRIMINATION

In performing its duties and obligations under this Agreement, neither party may discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex, status as a disabled veteran or a veteran of the Vietnam era, marital status or physical handicap.

F. AMENDMENTS TO THE AGREEMENT

The parties may, by mutual consent, modify or change terms in this agreement by written amendment. Any amendment shall be in writing and shall become a part of the agreement. Amendments which have a fiscal impact shall also modify the yearly budget addendum to this agreement.

G. TERMINATION

1. Termination for Cause

If either party fails to fulfill its obligations, or if either party breaches any of the covenants, agreements, or stipulations of this contract, the other party may terminate this agreement by giving written notice of termination. The party in breach shall have 15 days to cure the breach. If the party fails to cure the breach within 15 days, the non-breaching party shall send a notice of termination by facsimile and registered mail. If Houston issues the termination notice, it shall state the number of Wasilla animals and pending cases and provide a deadline for Wasilla to remove the animals from the Houston animal shelter. If Wasilla issues the termination, it shall state when and how it will remove its animals from the Houston animal shelter and pending cases from Houston's jurisdiction.

2. Termination for Convenience of the Parties

Either party may terminate this agreement by giving ~~30~~ 60-days written notice to the other party of termination. Upon termination, Houston will provide copies of all pending animal control case files to Wasilla. If there are Wasilla animals at the Houston shelter at the date of termination, Wasilla agrees to pay for the care and maintenance and other associated costs of the animals until the animals are transferred to another facility, adopted or returned to an owner.

H. CAUSES BEYOND CONTROL

If a party is prevented by a cause or causes beyond the control of the party from performing any obligation of this agreement, the party shall not be found to have breached this contract and shall not be liable for damages or for termination for cause. "Causes beyond control" means one or more of the following: fire, explosions, acts of domestic or foreign terrorism, severe weather conditions, acts of God, war, orders of law of duly constituted public authorities, and other major, uncontrollable and unavoidable events, which must actually prevent the party from performing the terms of this agreement.

I. ADMINISTRATION

The Mayor of Houston, or his or her designee, shall be the representative of Houston administering this agreement. The Mayor of Wasilla, or his or her designee, shall be the representative of Wasilla administering this agreement.

J. PAYMENTS

Wasilla shall pay the Houston \$26,000.00 for a fiscal year period from July 1st, through and including June 30th of the following year, for services rendered under this ~~agreement~~-agreement. The first payment, in the amount of \$2,166.67, ~~shall~~, shall be due on July 14, 2003, and ~~and~~ all subsequent payments shall be in the amount of \$2,166.67 and shall be due on the first of each month thereafter.

K. ASSIGNMENT

Neither party may assign an interest in this agreement or transfer any interest in this agreement without the prior written consent of the other party.

L. WAIVER

The failure of a party to enforce a provision of this agreement shall in no way constitute a waiver of the provision. The failure of a party to enforce a provision of this agreement shall not affect the validity of this agreement or any part of the agreement or the right of a party to enforce each and every provision of the agreement.

M. SEVERABILITY

If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this agreement shall remain in full force and effect.

N. GOVERNING LAW

Any civil action arising from this agreement shall be brought in the superior court for the third judicial district of Alaska at ~~Palmer~~-Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

OO. INTERPRETATION AND ENFORCEMENT

The parties have executed this agreement following negotiations between them. The parties agree that the agreement shall be construed according to the intent of the language in the document as a whole and not for or against any party. The rule of construction against the drafter shall not apply to this agreement. The titles of sections in this agreement are not to be construed as limitations or definitions, but are for identification purposes only.

P. NOTICES

To Houston:

City of Houston
Dept. Of Animal Control
P.O. Box 940027
Houston, AK. 99694

To Wasilla:
City Clerk
290 East Herning Avenue
Wasilla, AK. 99654

Q. ENTIRE AGREEMENT

This agreement and all appendices and amendments to it constitute the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This agreement shall supersede all previous communications, representations or agreements, either oral or written between the parties.

R. ACKNOWLEDGMENT

The parties acknowledge that they have read and understand the terms of this agreement, have had the opportunity to review the agreement with counsel, and are executing this agreement knowingly and willingly.

CITY OF WASILLA

Dianne M. Keller, Mayor

Date

CITY OF HOUSTON

Dale Adams, Mayor

Date