



	Approved	Denied
Date Action Taken:	6/11/07	
Other:		
Verified by:	W.Miller	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 07-22

TITLE: RENEWAL OF CONTRACT WITH THE CITY OF HOUSTON IN THE AMOUNT OF \$60,000 TO PROVIDE ANIMAL CONTROL SERVICES FOR FY-2008.

Agenda of: June 11, 2007

Originator: William Miller, Purchasing/Contracting Officer *W.Miller* Date: May 31, 2007

Route to:	Department	Signature/Date
X	Police Chief Youth Court, Dispatch, Code Compliance	<i>[Signature]</i>
	Culture and Recreation Services Director Library, Museum, Sports Complex	
	Public Works & Recreation Facility Maintenance Director	
X	Finance, Risk Management & MIS Director Purchasing	<i>Susan E. Collier</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>[Signature]</i>
X	City Clerk	<i>[Signature]</i>

REVIEWED BY MAYOR DIANNE M. KELLER: *Dianne M. Keller 6/11/07*

FISCAL IMPACT: yes \$60,000 or no Funds Available yes no

Account name/number: 001-4250-420.50-90 Other Purchased Services

Attachments: Original contract dated July 15, 2003 and subsequent addendums.

SUMMARY STATEMENT: Administration requests authorization from the Council to renew the City's contract with the City of Houston to provide animal control services for \$60,000. The City of Houston has provided animal control services to the City of Wasilla since 2003.

ACTION: Council is requested to authorize the contract renewal for animal control services with the City of Houston for FY 2007. Either party may terminate this agreement by giving 30 days written notice to the other party of termination.

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

The City of Houston and the City of Wasilla agree to amend the Cooperative Services Agreement dated July 15, 2003, between the City of Houston and the City of Wasilla for Animal Care and Regulation Services as follows:

Section B (TERM) and Section J (PAYMENTS) shall be amended as follows:

B. TERM

The term of this agreement shall be extended through the end of the 2008 fiscal year, June 30, 2008. 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.

J. PAYMENTS

The City of Wasilla shall pay the City of Houston \$60,000 for a period from July 1, 2007 through and including June 30th 2008 for services rendered under this agreement. The first payment, in the amount of \$5,000 shall be due and payable on July 1, 2007, and all subsequent payments shall be in the amount of \$5000 and shall be due and payable on the first of each month thereafter.

Except as expressly amended herein, all terms and conditions of the Cooperative Services Agreement as originally executed and previously amended shall remain in full force and effect.

CITY OF WASILLA

Dianne M. Keller, Mayor

Date

ATTEST:

Kristie L. Smithers, MMC, City Clerk

[SEAL]

CITY OF HOUSTON

Dale Adams, Mayor

Date

ATTEST:

Dale Ann Pond, City Clerk

[SEAL]

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

The City of Houston and the City of Wasilla agree to amend the Cooperative Services Agreement dated July 15, 2003, between the City of Houston and the City of Wasilla for Animal Care and Regulation Services as follows:

Section B (TERM) and Section J (PAYMENTS) shall be amended as follows:

B. TERM

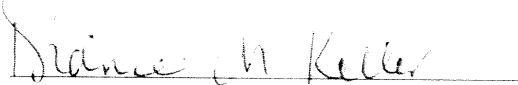
The term of this agreement shall be extended through the end of the 2007 fiscal year, June 30, 2007. The cost of services provided under this agreement shall be renegotiated on a yearly basis and shall be implemented by a yearly budget addendum to this agreement.

J. PAYMENTS

The City of Wasilla shall pay the City of Houston \$40,000 for a period from November 1, 2006 through and including June 30th 2007 for services rendered under this agreement. The first payment, in the amount of \$5,000 shall be due and payable on November 1, 2006, and all subsequent payments shall be in the amount of \$5000 and shall be due and payable on the first of each month thereafter.

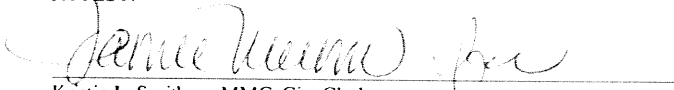
Except as expressly amended herein, all terms and conditions of the Cooperative Services Agreement as originally executed and previously amended shall remain in full force and effect.

CITY OF WASILLA


Dianne M. Keller, Mayor

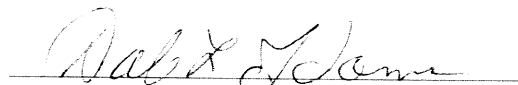
10/16/06
Date

ATTEST:


Kristie L. Smithers, MMC, City Clerk

[SEAL]

CITY OF HOUSTON


Dale Adams, Mayor

11/09/06
Date

ATTEST:


Dale Ann Pond, City Clerk

[SEAL]

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

The City of Houston and the City of Wasilla agree to amend the Cooperative Services Agreement between the City of Houston and the City of Wasilla for Animal Care and Regulation Services as follows.

Section B, Term shall be amended as follows:

B. TERM

The term of this agreement shall be extended through the end of the 2006 fiscal year, June 30, 2006. 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.

Section C, Scope of Services – Administrative Services – Activity Reports shall be amended as follows:

Activity Reports

The City of Wasilla will receive a quarterly activity report outlining Field Activities, number of hours patrol, animal intake numbers, animal emergency veterinary care, animal housing and feeding, animal vaccinations, etc.

Section J, Payments, shall be amended as follows:

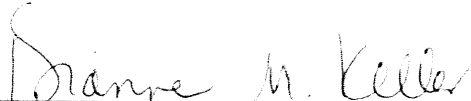
J. PAYMENTS

Wasilla shall pay Houston \$50,000 for a fiscal year period from July 1st, through and including June 30th of the following year, for services rendered under this agreement. The first payment, in the amount of \$4,166.74, shall be due on July 16, 2005, and all subsequent payments shall be in the amount of \$4,166.66 and shall be due on the first of each month thereafter.

Except as expressly amended herein, all terms and conditions of the Cooperative Services Agreement as originally executed and previously amended shall remain in full force and effect.

Dated and effective as of the ___ day of May 2005.

CITY OF WASILLA


DIANNE M. KELLER, MAYOR

6/10/05
DATE:

ATTEST:


KRISTIE L. SMITHERS, MMC
City Clerk

[SEAL]

CITY OF HOUSTON


DALE ADAMS, MAYOR

6 June 05
DATE:

ATTEST:


DALE ANN POND
City Clerk

[SEAL]

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

The City of Houston and the City of Wasilla agree to amend the Cooperative Services Agreement between the City of Houston and the City of Wasilla for Animal Care and Regulation Services for Fiscal Year 2005, beginning on July 1, 2004 and ending June 30, 2005.

B. TERM

The term of this agreement shall be for one fiscal year beginning July 1, 2004. 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.

J. PAYMENTS

Wasilla shall pay Houston \$50,000 for a fiscal year period from July 1st, through and including June 30th of the following year, for services rendered under this agreement. The first payment, in the amount of \$4,166.74, shall be due on July 16, 2004, and all subsequent payments shall be in the amount of \$4,166.66 and shall be due on the first of each month thereafter.

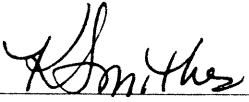
CITY OF WASILLA



DIANNE M. KELLER, MAYOR

7/28/04
DATE:

ATTEST:



KRISTIE L. SMITHERS, CMC
City Clerk

[SEAL]


CITY OF HOUSTON



DALE ADAMS, MAYOR

8/02/2004
DATE:

ATTEST:



DALE ANN POND
City Clerk

[SEAL]

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

The City of Houston and the City of Wasilla agree to amend the Cooperative Services Agreement between the City of Houston and the City of Wasilla for Animal Care and Regulation Services. Paragraph D of the Agreement shall be replaced with the following:

D. DEFENSE AND INDEMNIFICATION

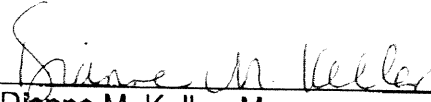
Wasilla shall indemnify, defend, and hold and save Houston, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits or liability of any nature, kind or character, including costs, expenses and attorneys' fees which Houston may be subject to as a result 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 a loss, failure, violation or damage. However, Wasilla shall not be responsible for any damages or claims 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 Agreement. Further, Houston agrees to name the City of Wasilla and its agents as additional insureds under any general liability policy carried by the City of Houston.

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

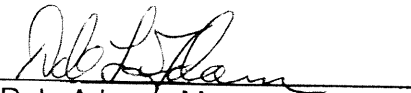
CITY OF WASILLA

DATED: 8/16/03

By: 
Dianne M. Keller, Mayor

CITY OF HOUSTON

DATED: 8/7/03

By: 
Dale Adams, Mayor

**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 Houston’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.

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 City of Wasilla 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 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.

Houston Clerk's office processing

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

Wasilla Attorney

Should Wasilla require legal representation for any purpose relating to the preparation and/or hearing/court appearance for matters concerning Animal Control issues, the Wasilla attorney will be used. 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, 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 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. The first payment, in the amount of \$2,166.67, shall be due on July 14, 2003, 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. The law of the state of Alaska shall govern the rights and obligations of the parties.

O. 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:
Chief of Police
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
DIANNE M. KELLER, Mayor

7/15/03
Date:

ATTEST:

Jamie E. Newman
JAMIE E. NEWMAN, Acting City Clerk

7/15/03
Date:

CITY OF HOUSTON

Dale Adams
DALE ADAMS, Mayor

15 Jul 03
Date:

ATTEST

DALE ANN POND
DALE ANN POND, City Clerk

July 15, 03
Date:

