

ORIGINAL

RESOLUTION 2009-28

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT FOR INTERLOCAL ANIMAL CONTROL
SERVICES WITH THE HUMANE SOCIETY OF
CENTRAL WASHINGTON
(Cities of Sunnyside, Grandview and Prosser)**

WHEREAS, the Cities of Sunnyside, Grandview and Prosser have approved an Interlocal Agreement for cooperative use of facilities, equipment and personnel; and

WHEREAS, each party has recognized the need to provide animal control services for their respective communities; and

WHEREAS, the parties have jointly entered into negotiations with the Humane Society of Central Washington for the provision of animal control services for all three cities; and

WHEREAS, the cities and the Humane Society of Central Washington have negotiated a recommend agreement for such services; and

WHEREAS, the City Council of the City of Sunnyside 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 “2009-2010 Agreement for Animal Control Services,” a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, by and among the Humane Society of Central Washington and the Cities of Sunnyside, Grandview and Prosser, 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. The City Manager is hereby authorized to deliver and publish such agreement to entities with jurisdiction.

SECTION 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 23rd day of March, 2009.



PABLO GARCIA, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MARK A. KUNKLER, CITY ATTORNEY

2009-2010 AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN
THE CITIES OF SUNNYSIDE, GRANDVIEW AND PROSSER AND
THE HUMANE SOCIETY OF CENTRAL WASHINGTON

THIS AGREEMENT, made and entered into by and between the Cities of Sunnyside, Grandview and Prosser (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 service 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 Sunnyside, Grandview and Prosser, 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 one hundred dollars (\$4100) per month to the Society to provide at least forty (40) hours per week of service to the Cities of Sunnyside, Grandview and Prosser. It will be determined by the Cities as to percentage of financial responsibility of the total of the \$4,100. 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 Police Chiefs of 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 provision of a

EXHIBIT "A"

well defined animal control vehicle with duties carried out by experienced personnel.

6. The Society will pick up injured and dead animals as needed.
7. The Society shall provide 24-hour per day emergency services for vicious dogs.
8. Impounded dogs will be kept at the Humane Shelter for a period of seventy-two (72) continuous hours to provide access to claiming. Shelter fees are to be retained by the Society.
9. Evidence dogs will be held for a period of 30 days, after which time the Cities can elect to leave the dogs with the Society at a cost of \$10 per day per dog to be paid monthly or remove them to a private kennel.
10. The Society may sell any unclaimed animal and shall retain the monies derived there from. 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 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 provides this service at the rate of twenty-five dollars (\$25) per hour, said fee to be paid the following month from a separate and itemized billing.
13. The Cities shall provide the Society with citation books, necessary report forms and copies of applicable animal codes 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 the animals.
14. The Cities shall continue to receive phone or personal contact messages for the Society's officer to act upon, and shall deliver messages when a Society officer reports to 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 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 for the Cities and the Executive Director for the Society.

EXHIBIT "A"

16. The tempo of conduct or policy in public contacts is to be directed by the City Managers or the Police Chiefs for the Cities and conveyed to the Executive Director, who in turn shall be responsible for the conduct of the Society's officers.
17. Each party hereinto 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 Sunnyside, Grandview and Prosser as additional insured in the amount of no less than one hundred thousand dollars (\$100,000) 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, 2010.
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 the 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.
21. This Agreement, together with the Memorandum of Understanding previously or contemporaneously executed by and among the Cities of Sunnyside, Grandview and Prosser, shall constitute the entire agreement of the parties.
22. This agreement shall be effective upon the date signed by the last party to execute this agreement. This Agreement may be executed in counterpart.

EXHIBIT "A"

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

CITY OF PROSSER

CITY OF SUNNYSIDE

Eric C. Swansen, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Deborah A. Estrada, City Clerk


APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mark A. Kunkler, City Attorney

CITY OF GRANDVIEW

**HUMANE SOCIETY OF
CENTRAL WASHINGTON**


Norm Childress, Mayor

By: _____

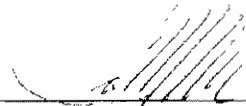
Date: 3/16/09

Date: _____

ATTEST:



APPROVED AS TO FORM:


John E. Maxwell, City Attorney