City Of Woodland
City Council Meeting Agenda Summary Sheet

Agenda Item: Authorize Mayor to sign renewal for 2012 Agreement with Humane Society of Cowlitz County for Animal Control Services.	**Agenda Item #:** (F) Consent **For Agenda of:** 01/03/2012 **Department:** Clerk/Treasurer **Date Submitted:** 12/29/2011

Cost of Item:	$7,800
Amount Budgeted:	$7,800
Unexpended Balance:	$7,800

BARS #: 001 000 010 539 30 41
Description: 2012 Animal Control

Department Supervisor Approval: *Mari E. Ripp, Clerk-Treasurer*

Committee Recommendation: 12/19/2011 - Council authorized in 2012 budget

Agenda Item Supporting Narrative (list attachments, supporting documents):
Agreement with Humane Society of Cowlitz County
Letter of request for 2012 funding

Summary Statement/Department Recommendation:

Recommend approval to authorize Mayor to sign renewal of 2012 Agreement with Humane Society of Cowlitz County for Animal Control Services. This is again a request for no increase in rate.

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"Where Pets and People Meet"
HUMANE SOCIETY
"Celebrating over 35 Years of Serving the Community"
P.O. Box 172 • 909 Columbia Blvd. • Longview, WA 98632
(360) 577-0151 Fax (360) 414-0520
email: hsccedir@qwest.net Website: cowlitzhumane.com

September 8, 2011
Longview, Washington

City of Woodland
Attn: Mari Ripp, Clerk?Treasure
PO Box 9
Woodland, Wa 98674

Dear Ms. Ripp

I have reviewed our contract with the City of Woodland for animal control services and propose renewing the contract for 2012. in the amount of $7800.00 All specifications of the Agreement for Animal Control between the City and the Humane Society of Cowlitz County dated December 18, 1995 will continue in force during 2012. **2012 contract fee for animal control services= $7800.00 or 12 equal payments of $650.00**

Receipt of a countersigned copy of this letter will be considered acceptance of the adjusted terms herein outlined for the continuation of services for the year 2012.

Please contact me at 577-0151 if you have any questions or wish to discuss this matter.
I look forward to working with your City on all animal related issues.

Sincerely,

Rick Johnson
Executive Director

_____
For the City of Woodland / Date

Approved as to form:

_____
Mari E. Ripp, Clerk-Treasure

_____
City Attorney

Agreement For Animal Control

THIS AGREEMENT is made and entered into by and between the City of Woodland, a municipal corporation of Washington, hereinafter referred to as "City" and the Humane Society of Cowlitz County & SPCA, Inc., a nonprofit corporation of Washington, hereinafter referred to as "Society".

WHEAREAS, the city of Woodland, at its regular meeting of 12/18/95 _____ approved the concepts of contracting for animal control services; and

WHEREAS, the Woodland City Council had authorized the Mayor and the City Attorney to prepare a contractual arrangement between the City and the Society for the control and the impoundment of animals within the City; and

WHEREAS, the City of Woodland, by virtue of Chapter 35A.11 of the Revised Code of Washington, is empowered to contract for such services;

NOW, THERFORE, in consideration of the mutual promises stated herein, it is understood and agreed as follows:

1. The Society shall act as the impounding authority for the City as prescribed by ordinances of the City of Woodland, and shall provide impound facilities and services for all animals for which impounding is authorized or ordered by the City.

2. The Society shall pay all expenses and costs necessary for the proper operation of the animal control requirements of the City contained in the city ordinances and/or resolutions in addition to those contained in the State law, if any, including state regulations (Revised Code of Washington), hereinafter referred to as "RCW"and shelter facilities.

3.(a) The Society agrees to faithfully enforce all ordinances and resolutions of the City and all the States laws, including RCW regulations now in effect or that may hereinafter be enacted, or promulgated relative to the impoundment and care of animals; the apprehension, control and disposition of dangerous animals or animals creating nuisances; and the apprehension and retention of animals diseased or suspected of being diseased.

(b) The Society further agrees to faithfully carry out all administrative orders of the City Council pertaining to animals; to assist the proper officers of the City in obtaining evidence in the prosecution of all violations of any ordinances or resolutions, or laws of the City or State pertaining to animals as herein defined; and to dispose of dead animals by cremation or other acceptable methods.

(c) The Society shall pick up anY dog and/or cat injured on the city streets, making such dispostion of said animals as it deems necessary under the prevailing circumstances.

(d) The Society shall assist officers of the Woodland Police Department and/or Washington State Patrol in clearing the city streets of livestock running or found at large on said streets.

(e) The word "animals" as used in this agreement shall mean all domestic animals and wild animals which have been tamed or kept in captivity. It shall not pertain to predatory birds or predatory animals except in the case of injury to, suffering and/ or death of, said animals or birds.

4. The services of the Society shall be available to the City and the general public of the City. The Society shall provide personnel to be available during the regular eight (8) hour working days for the performance of the Society's duties and obligations as set forth in this agreement. The Society agrees to provide an emergency on-call service, 24 hours daily, for the purpose of transporting injured animals from accidents and to respond to calls for assistance from law enforcement agencies.

5. This agreement shall be in full force and effect from and after its signing by both parties for a period of one (1) year starting January 1, 1996; and shall continue on thereafter on a year-to-year basis; provided, however, that the Society and the City shall have the right to terminate this agreement on the anniversary date of January 1, of any year upon giving the other party at least six (6) months prior written notice of its election to terminate same.

The City agrees to pay the Society for services performed as outlined herein, an amount of $6,500.00 for the 1996 calender year, divided into twelve (12) equal monthly payments of $541.66 payable before the tenth (10) of the following month, reviewed annually. Any change in the fee shall be ratified by letter of understanding.

6. The Society shall be entitled to keep and retain all monies paid to it from licenses, impoundment, disposal or service charges as fixed by Woodland Municipal Code for apprehension of dogs or other animals within the City to assist in deferring the cost of its services under this agreement. The City shall retain fines from citations issued.

7. The Society will issue a list of any and all licensed dogs together with their owners and license numbers, to the City on a monthly basis.

8. The Society shall maintain complete and adequate records of all animals held, of all animals sold, or otherwise disposed of; and all income and expenditures on forms provided by the Society which records shall be available to the general public and a copy mailed to the City Council for each month's operation by the 15th day of the following month.

9. It is agreed the fees pertaining to animals as provided by the present Woodland Municipal Code shall remain unchanged unless the City Council amends the fees set forth in said Code. The Society may recommend to the City Council, during the term of this agreement, any additional impound fees or changes necessary to enable the Society to properly and adequately perform the conditions and agreements herein contained.

10. Only those members or employees of the Society who have qualified in accordance with RCW 16.52.030 may carry out or enforce the Woodland Municipal Code.

11. The Society shall, at all times, at its sole expense, keep in full force and effect, public liability damage insurance protecting the City from such claims as approved by the City Attorney in such amount as determined by the City Council.

12. The Society shall not assign this agreement or subject matter thereof to any partied without first obtaining the written consent of the Mayor.

13. The Society, during the term of this agreement, shall function as a non-profit organization. Provided, however, it is agreed that it is the mutual intent of the parties hereto that funds be received by the Society, as herein provided, in addition to covering the expense of maintenance and operation of the services and

facilities may be used and accumulated in an depreciation account for the construction of future facilities to be used by the Society in performing under this, or any future contracts with the City of Woodland for animal control services. No part of the funds received by the Society under the provisions of this agreement shall be used for any purpose other than in fulfillment of its obligations to the City as provided herein or as may be agreed in future agreements for animal control services.

14. This agreement is the entire agreement of the parties and incorporates all negotiations, whether oral or in writing, having taken place prior hereto. This agreement may be modified only by mutual agreement of the parties in writing.

Dated this 18th day of December, 1995

CITY OF WOODLAND

BY Julie S. Jones
Mayor

ATTEST:

Mari E. Ripp
City Clerk-Treasurer

APPROVED AS TO FORM

Peter Brock
City Attorney

Humane Society of Cowlitz County

By [illegible] Pres.

ATTEST:

Janice K. Cummitt
Secretary

RECEIVED

FEB 01 1996

CITY OF WOODLAND