

RESOLUTION NO. 251

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH
THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY FOR
ANIMAL CONTROL SERVICES**

**BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AS FOLLOWS:**

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City the Interlocal Agreement with the Humane Society for Tacoma and Pierce County for Animal Control Services.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON DECEMBER 13, 1999.


Debbie Klosowski, Mayor

ATTEST:


Susan Matthew, City Clerk

DRAFT

CONTRACT FOR SERVICES

The parties to this contract are University Place, a political subdivision of the State of Washington, hereinafter referred to as "University Place" and THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as the "Society." The terms of this contract shall cover the period from January 1, 2000 through December 31, 2000.

WHEREAS, the Society presently offers to residents of the City of University Place a full time staff, consisting of field services, animal care, office and veterinary services staff, and an executive director responsible for the overall operation of the Society, both to the Board of Directors of the Society and to the governmental agency served by the Society; and

WHEREAS, the Society has been designated as the enforcement agency under University Place's Municipal Code as it pertains to licensing, inspection, reporting and administration of commercial kennels or catteries, hobby kennels, grooming parlors and pet shops; and,

WHEREAS, the Society presently sells all dog and cat licenses within University Place under the existing laws; and

WHEREAS, the Society assumes considerable medical expense for injured or sick domestic animals coming under the care of the Society; pays utility expense necessitated by the Society in the operation of its shelter; pays expenses incurred

as the result of the Society's use of its equipment for humane disposal of domestic animals, the removal of deceased domestic animals and of the crematory facilities; maintains the shelter facilities and its present fleet of vehicles; assumes and pays insurance premiums covering liability, fire, and malicious practices; purchases and provides animal food, disinfectant, cleaning and other supplies necessary for the operation of the Society; provides newspaper and telephone listings for the Society; provides an education and information program on pet care and responsibilities to the youth of University Place; and provides volunteer programs to benefit the pets and residents of University Place;

NOW, THEREFORE, the Society, in consideration of University Place's promises, AGREES AND PROMISES:

(1) to furnish and maintain a suitable shelter for the handling of stray, impounded and unwanted domestic animals turned over to the Society by University Place residents. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured domestic animals. Impounded animals, awaiting disposition by the courts will be held for up to 15 days without additional charge. After 15 days, board will be charged to University Place at the rate of \$6 per day for a dog and \$4 per day for a cat.

(2) to keep the shelter staffed and open for the purposes of receiving domestic animals and allowing such animals to be redeemed during regular business hours Monday through Saturday, and with emergency service seven days a week except from 11:00 p.m. to 7:00 a.m.

(3) to maintain telephone service for the purposes of receiving complaints and requests for service;

(4) to enforce State laws prohibiting cruelty to animals and University Place ordinances pertaining to the control and licensing of domestic animals and facilities regulated under the Municipal Code of University Place and to investigate alleged complaints, testify and provide expert witnesses in subsequent trials; provided, further, that should the legislative body of University Place request additional animal services to be provided by the Society, such services shall be compensated by University Place to the Society at the rate of \$85/hour for each humane officer required. Further, that the Society hereby notifies the City that the enforcement of leash law violation and roaming animals is hereby discontinued within the City of University Place during 2000, or until such time as appropriate compensation and written agreement for resumption of these services can be concluded;

(5) to maintain the present fleet of vehicles to be used for the enforcement of the laws of the State of Washington; and the ordinances of University Place as they pertain to domestic animals.

(6) to employ regular, full time field staff, who shall enforce Washington State laws prohibiting cruelty to animals and University Place ordinances pertaining to control and licensing of animals and facilities regulated by the University Place Code by investigating complaints, impounding domestic animals, securing evidence of suspected violations, preparing written reports of suspected violations, and furnishing on request such reports to the appropriate University Place officials. The

Society shall provide the necessary staff hours toward fulfilling the obligations of this contract. If the required level of service exceeds ^{OR FALLS BELOW} the 1999 levels, the City of University Place and The Humane Society ^{MAY} will renegotiate the contract as of July 3, 2000. ^{written NOTICE to RENEGOTIATE MUST BY GIVEN NO LATER THAN} Renegotiation will begin ^{by either party} prior to September 1, 2000. ^{WITH CHANGES effective NO SOONER THAN}

The officers employed and all other persons employed by the Society to perform its obligations under this contract shall be employees of the Society, but not of University Place;

(7) to issue dog and cat licenses and collect the appropriate license fees throughout University Place, to include canvassing of University Place utilizing temporary and regular employees, hired by the Society, and authorized by University Place to canvass residents for this purpose;

(8) to keep computer records of all dog and cat license receipts issued in University Place;

(9) to inspect commercial kennels or catteries, as defined in the Municipal Code, and to collect kennel license fees and to issue certificates of licenses, and to inspect and report to University Place upon request, for new kennel applications;

(10) to maintain complete records of licenses issued, fees collected, animals received, animals disposed of, kennel inspections, complaints received, and investigations conducted. The Society agrees to make records of investigations conducted available for University Place's inspection at reasonable times, and to furnish reports of the Society's activities to University Place, and to provide, within reason, such other data as University Place requests;

(11) to procure and maintain comprehensive general liability insurance, comprehensive automobile liability insurance, professional liability insurance, with limits not less than ~~\$1,000,000~~ ~~\$1,000,000~~ *keep at \$500,000* (\$500,000.00 bodily and personal injury and property damage insurance.)

(12) University Place is to be named as an additional insured as respects this contract and such insurance as is carried by the Society is primary over any insurance carried by University Place. In the event of a non-renewal, cancellation or material change in the coverage provided, 30 days' written notice will be furnished to University Place prior to the date of non-renewal, cancellation or change. Such notice shall be sent to the University Place City Manager, 3715 Bridgeport Way West, University Place WA 98466. University Place has no obligation to report occurrences unless a claim is filed with University Place, and University Place has no obligations to pay premiums on such insurance.

(13) to furnish equipment and supplies used in performance of the Society's obligation arising from this contract, except equipment and supplies which University Place expressly promises to furnish.

**UNIVERSITY PLACE, in consideration of the Society's promises,
AGREES AND PROMISES:**

(1) to permit the Society to retain all impounding and board fees, all license and late penalty fees and permit fees required under the Municipal Code of University Place, collected by the Society;

(2) to provide public disclosure of the level of services provided, services not covered by the contract and to refer citizen inquiries to _____ City Department at _____ phone

(3) to encourage residents to purchase pet licenses through mailings, newsletters and/or other means available to the City.

(4) to defend the Society, and to otherwise hold the Society harmless from any damages or attorneys' fees incurred by Society, as a result of any litigation naming ^{PS} the Society and *which* involves the validity of any municipal ordinance or State statute.

(5) that if this contract is not renewed, modified and/or terminated by the expiration date of this contract, it shall remain in full force and effect on a month-to-month basis, but for no longer than 90 days after the expiration date of said contract.

DATED this _____ day of _____, _____.

THE HUMANE SOCIETY
FOR TACOMA AND PIERCE COUNTY

UNIVERSITY PLACE

EXECUTIVE DIRECTOR

CITY MANAGER

CITY CLERK

Approved as to form

CITY ATTORNEY