

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. 896**

A **RESOLUTION** authorizing the Mayor to sign a Contract with the Humane Society of Central Washington for animal control services.

**WHEREAS**, the City needs assistance for conducting animal control;

**WHEREAS**, the City wishes to contract with the Humane Society of Central Washington for animal control services;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:**

The Mayor is authorized to sign a contract with Humane Society of Central Washington for animal control services.

**PASSED** this 22<sup>nd</sup> day of November 2010.

\_\_\_\_\_  
Jim Lemon, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathryn Thompson, CMC, City Clerk

\_\_\_\_\_  
Robert F. Noe, City Attorney

## 2011-2012 AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT, made and entered into by and between the City of Union Gap, a municipal corporation (hereinafter referred to as "City"), and the Humane Society of Central Washington, (hereinafter referred to as "Society"), to wit:

### PURPOSE:

The Society offers to contract with the City for animal control services in a reasonable amount, which will result in increased services to the citizens of the City of Union Gap, cost effectiveness to the City, and professional services in the area of animal control and treatment. The agreement will accomplish the purposes of animal control for the City of Union Gap.

1. That commencing on January 1, 2011, the Society will provide and the City will accept, the services of the Society for animal control within the corporate limits of the City. The City shall pay the sum of two thousand two hundred fifty dollars (\$2,250.00) per month to the Society to provide at least twenty (20) hours per week of service within the corporate limits of the City.
2. The above monthly amount will be paid to the Society in monthly installments on or before the 20<sup>th</sup> of each month. The sum of twenty-seven thousand dollars (\$27,000.00) shall be paid for the year 2011. Thereinafter the said compensation shall be increased by no greater than five percent (5%) per year.
3. The hours mentioned herein will be hours spent within the corporate limits and on administrative matters, and no time in travel to or from the City shall be included within these hours.
4. The contracted hours per week shall be staggered and include weekend time on a random basis. Schedules are to be coordinated by the Society's Director and the Police Chief.
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 provisions of a well defined animal control vehicle with duties carried out by trained and experienced personnel.
6. The Society will pick up injured and dead animals as part of this contract.
7. The Society shall provide 24-hour-a-day emergency services for sick, injured, or vicious dogs. Hours spent providing animal control services after hours on an emergency basis shall be counted as part of the service hours permitted in this contract.
8. Impounded dogs will be kept on the Humane Shelter's premises for a period of forty-eight (48) continuous hours to provide access in claiming. Shelter fees are to be retained by the Society.
9. Evidence dogs shall be held for a period of 30 days, after which time the City can elect to leave the dog(s) with the Society at a cost of ten dollars (\$10.00) per dog per day to be paid monthly or remove them to a private kennel for boarding.

10. The Society may sell any unclaimed animals and the Society shall retain the monies derived from the sale. 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 which are not otherwise adopted or claimed may be humanely put to death by legal injection.

11. The City shall retain all monies gained from fines.

12. In the event of requested extra patrol time by the City, the Society provides this service at the rate of twenty-five dollars (\$25.00) per hour; said fee to be paid the following month from a separate and itemized billing.

13. The City shall provide the Society with citation books, necessary City report forms and copies of applicable animal control ordinances for their use in patrolling and investigation of animal complaints within the City, and the City shall authorize the Society's officers to cite persons for violations relating to animals.

14. The City shall continue to receive phone or personal contact messages for the Society's officers to act upon, and shall deliver messages when a Society officer reports for 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 the City.

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 Chief of Police for the City and the Executive Director for the Society.

16. The tempo of the conduct or policy in public contacts is to be directed by the Chief of Police for the City and conveyed to the Executive Director of the Society, who in turn shall be responsible for the conduct of the Society's officers.

#### PROVISIONS 17 through 21 RELATE TO THE CITY'S DOG LICENSING PROGRAM

17. The Society agrees to administer the City's dog licensing program, subject to receipt by the Society of an administrative fee of three dollars (\$3.00) per dog license issued.

18. The City agrees to supply, at its expense, all license tags. Microchips shall be the obligation of the licensee.

19. The Society shall collect from the owner of any redeemed animal the appropriate license fees, and such amounts of money required by City law, together with any impoundment fees assessed by the Society. The Society shall not release an unlicensed animal (unless exempt from licensing under the ordinance) to an owner that resides within the City until a license has been purchased with the appropriate copies of the license distributed to the owner and the City, and the license tag delivered to the animal owner.

20. The Society shall remit such collected license fees and other amounts to the City, less the Society's administrative fee of three dollars (\$3.00) per license, at the time of the monthly billing cycle of the Society.

21. Each party hereto states that it is an equal opportunity employer and does not unlawfully discriminate in employment or service.

22. The Society shall provide an insurance policy naming the City of Union Gap as an additional insured in the amount of no less than one hundred thousand dollars (\$100,000.00) per occurrence. The Society agrees to hold harmless, indemnify and defend the City 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 attorneys fees.

23. This agreement may be cancelled by agreement of both parties or by one party giving sixty (60) days written notice of termination.

24. The terms of this agreement shall be from January 1, 2011 through December 31, 2012.

25. Copies of this agreement shall be on file with the City Clerk and the Society.

DATED this 22<sup>nd</sup> day of November 2010.

CITY OF UNION GAP

HUMANE SOCIETY OF CENTRAL  
WASHINGTON

\_\_\_\_\_  
Jim Lemon, Mayor

\_\_\_\_\_  
Executive Director

ATTEST:

ATTEST:

\_\_\_\_\_  
Kathryn Thompson, CMC  
City Clerk

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Director of Shelter Operations &  
Animal Control