

MEMORANDUM

Council Agenda Item 7B

To: Honorable Mayor and City Council Members
From: Jeffrey L. Baskoff, Police Chief
Subject: City of Orange City – Contract for Animal Control Services
Date: January 20, 2009

PURPOSE

To have the City Council approve entering into a contract for animal control services with the Southeast Volusia Humane Society.

BACKGROUND

The current Animal Control Services Contract between the City of Orange City and the Society for Prevention of Cruelty to Animals of Volusia, Inc. was started in 1998. Since our needs for animal control have changed and we have outgrown the current services, staff wants to abandon the current contract with SPCA to enter into a contract with the Southeast Volusia Humane Society. Having animal control in-house will give us greater control and quicker response to serve the needs of our community.

RECOMMENDATION

Staff recommends, following Council's review and consideration of this request, the City Council direct the City Manager to approve the Contract on behalf of the City of Orange City.

RESOLUTION NO. 523-09

A RESOLUTION OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE APPROPRIATE OFFICIALS OF THE CITY OF ORANGE CITY TO EXECUTE A CONTRACT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF ORANGE CITY AND THE SOUTHEAST VOLUSIA HUMANE SOCIETY, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a responsibility to provide animal control services to its citizens; and

WHEREAS, part of the responsibility of animal control is to provide for the humane impoundment and disposition of stray animals; and

WHEREAS, after careful consideration of the options available, it was determined that these needs can best be met at the present time by entering into an agreement with the Southeast Volusia Humane Society.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY:

SECTION 1. That the City Council of the City of Orange City hereby authorizes the City Manager to enter into a contract with the Southeast Volusia Humane Society, attached hereto as "Exhibit A," to receive delivery of stray animals for the purpose of humane impoundment or disposal when the situation warrants.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3. That this resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

ROLL CALL VOTE AS FOLLOWS:

Jim Mahoney	_____	Donald C. Sherrill	_____
Don Sandford	_____	Tom Abraham	_____
Tom Laputka	_____	Jeff Allebach, Vice Mayor	_____
Harley Strickland, Mayor	_____		

ADOPTED THIS _____ DAY OF _____, 2009.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Harley Strickland, Mayor

Approved as to form and legal sufficiency:

W. E. Reischmann, City Attorney

Southeast Volusia Humane Society Contract for Services

This AGREEMENT made this _____ day of _____, 2009 by and between the SOUTHEAST VOLUSIA HUMANE SOCIETY, Inc., A Florida non-profit corporation, hereinafter referred to as "Humane Society," and the CITY OF ORANGE CITY, a Florida municipal corporation, hereinafter referred to as the "CITY."

WHEREAS, in order to enforce the laws of the State of Florida with respect to stray animals, the CITY desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. TERM:

This Service Agreement shall take effect on the 1st day of _____, 2009 and shall remain in full force and effect for a twelve-month period ending on the 1st day of _____, 2010.

2. ANIMAL SHELTER:

- (a) The Humane Society will maintain and operate an animal shelter in a manner adequate for the confinement, remedial treatment and disposal of stray or abandoned dogs or cats which may be delivered to it from all areas within the City, and will furnish at its sole expense all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care shall be provided for animals during operating hours when possible and will be at the sole discretion of the shelter's staff and Board of Directors.

The animal shelter shall be operated at 1200 S. Glencoe Road, New Smyrna Beach, Florida. Operating hours are 10:00 a.m. to 4:00 p.m. on Monday, Friday, and Saturday. 10:00 a.m. to 6:00 p.m. on Tuesday and Thursday. Closed on Wednesdays, Sundays, and major holidays.

The CITY will be notified by letter, fax, or phone or email if any changes in hours or days of operation are made.

- (b) The Humane Society will provide means to accept all stray or abandoned dogs and cats and other domesticated animals delivered to the shelter by Police or Animal Control officers or other designated officers appointed for this purpose.

The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals and the decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require persons who report injured or stray animals to give their names and present home and post office addresses and to identify the place where the animals involved were located or picked up.

- (c) When an animal is delivered to the shelter for impoundment and when the animal bears an identification tag indicating ownership of the animal, the Humane Society shall within one working day after receipt of such animal use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal, provided, however, that any animal suspected of rabies or which has bitten or otherwise exposed any person shall not be released to its owner for at least a ten-day impoundment period without the express approval of the City Health Department through its authorized representatives (see #4).

When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has not bitten or otherwise exposed any persons to rabies, the Humane Society shall impound the animal at the City's expense for a period not to exceed 72 hours.

If the owner has not retrieved the animal, the Humane Society shall thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

- (d) The Humane Society agrees to cooperate with the designated Animal Control Department in the enforcement and implementation of City ordinances and to implement such rules and regulations as shall further the enforcement and implementation thereof.
- (e) The Humane Society will at its discretion, humanely euthanize any animal thought to be suffering because of illness or injury, or any animal determined to have a contagious condition that could affect the health of other animals in the facility.

- (f) Stray or abandoned animals will be held for a period of at least three open days, and all animals bearing identification will be held for a period of at least five open days before being evaluated for adoption, rescue or euthanasia, unless (e) above applies.
3. In consideration of the agreements and undertakings to be performed by the Humane Society, the City agrees to pay the Humane Society monthly, in arrears, the sum of \$80 per animal brought to the Humane Society for:
- (a) Any stray dog or cat or domesticated animal received from either the Police or Animal Control officers, or
 - (b) Any stray dog or cat or domesticated animal originating from within the City and delivered to the Humane Society by a private citizen, OR any dog or cat or domesticated animal received in the Humane Society's holding cages before or after operating hours that has sufficient information left with it describing the animal as originating from the City.
4. The Human Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person, and shall accept, care for and dispose of any such animal delivered to the facility and shall cause to have removed and make available to the City Health Department Officer for laboratory examination, the head of any such animal which becomes ill or dies while under confinement for such reasons. Decapitation of rabies specimen animals will be the responsibility of the City.
5. The City agrees to hold harmless the Humane Society from any claims, suits or judgments arising from the apprehension, impoundment, adoption, or destruction (euthanasia) of any animal.
6. Impoundment of stray animals requiring quarantine will be charged at a rate of \$80 for the first three days, plus \$17 per day thereafter. All charges to be paid by the City.
7. Confiscated animals under Florida State Statute 828: The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions are met (i.e., petition the Court for hearing) that comply under FL Statute 828.073. Such impoundment will be charged at a rate of \$80 for the first three days plus \$17 per day thereafter. All charges to be paid by the City.

The appropriate paperwork must be submitted by seizing agent to the Humane Society within three business days (Mon-Fri). Failure to comply will resort in any “confiscated” animals to “stray” status to be charged at normal stray fees.

8. Dangerous Dog provision: As per FL Statute 767.12 and 767.13, it will be the sole responsibility of the animal control authority within each City to determine a dog dangerous and to submit the necessary paperwork described in each Statute. If determined necessary, the animal may be quarantined for ten business days at a bona fide board kennel or veterinarian’s office at the seizing agents’ or owner’s choice. The Humane Society will quarantine a stray animal determined dangerous by the animal control authority and impoundment will be charged at the rate of \$80 for the first three days and \$17 per day thereafter. All charges to be paid by the City.
9. There will be a \$10 fee for any raccoon, opossum or any other species of wild animal delivered for euthanasia, to be paid by the City.
10. Owner in custody/deceased/hospitalized: All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner’s expense. The Humane Society will accept any of the above mentioned animals and impoundment will be charged at the rate of \$80 plus \$17 per day the animal is impounded. All charges to be paid by the City.
11. Confiscated animals due to owner eviction: Animals seized as a result of owner eviction shall be held for the period necessary to contact the owner by certified mail. The City will be responsible for sending certified mail notices to the owner. Upon receipt, the owner shall be afforded an additional 3 days to reclaim his/her animals(s), and if reclaimed shall be responsible for all charges. If not reclaimed by the owner, all charges shall be paid by the City at a rate of \$80 per animal.
 - (a) If the City chooses not to have the Humane Society hold the animal for the certified mail period, the animal may be submitted as a “stray,” and agrees to indemnify the Humane Society if this option is chosen.
12. Owned animals surrendered by owner: Animals surrendered to officers by their owners, guardians or care givers which are subsequently delivered to the Humane Society shall incur a cost of \$80 per animal to be paid by the City.
13. There will be a one-time fee of \$80 for each Pot Bellied Pig delivered to the Humane Society for impoundment to be paid by the City.

14. The Humane Society shall collect from the owner all costs for which the City is liable for each animal claimed by its owner and credit the City's account for monies so collected. In addition, no such animal shall be returned to its owner until all costs have been collected from the owner by the Humane Society.
 - (a) The City will supply the Humane Society with the necessary paper forms to document the return of animals to their owners/caregivers.
15. The Humane Society will attempt to submit with its monthly statement, the pick-up address of all stray animals charged to the City's account not impounded by an Animal Control/Police Officer and the names and addresses of all persons claiming a stray animal.
16. Both parties will provide each other with at least thirty days advance written notice of any proposed changes to this agreement.

IN WITNESS WHEREOF, the Southeast Humane Society, Inc. and the City of Orange City have executed this Service Agreement in any number of counterpart copies each of which shall serve as an original effective on the date and year as set forth above.

FOR: Southeast Humane Society

FOR: City of Orange City

Board President

City Manager

Witness

Attest: City Clerk

Date

Date