



Staff Report

Agenda Item: Verde Valley Humane Society Agreement – Approval of a 2008-2009 Verde Valley Humane Society Agreement with the Town of Clarkdale regarding animal shelter services.

Staff Contact: Walt Good, Deputy Town Clerk

Meeting Date: June 24, 2008

Background: Since 1993 the Town of Clarkdale has been contracting with the Verde Valley Humane Society for animal impound services. The cost of these services for the 2007–2008 term was \$9,312.00. This cost is based on the number of impounds the Town of Clarkdale experienced last year along with associated costs to VVHS of such impounds. The cost for the 2008-2009 term is \$9,312.00. This amount represents no increase over last fiscal year.

The new agreement has been accommodated for in the 2008-2009 Fiscal Year Budget.

Recommendations: To approve the Verde Valley Humane Society Agreement with the Town of Clarkdale regarding animal shelter.

**AGREEMENT BETWEEN
THE TOWN OF CLARKDALE
AND THE
VERDE VALLEY HUMANE SOCIETY**

This contract is made and entered into this 1st day of July 2008, by and between The Town of Clarkdale, a municipal corporation, (hereinafter called "the TOWN") and Verde Valley Humane Society, Inc., an Arizona nonprofit corporation, (hereinafter called "the HUMANE SOCIETY").

WHEREAS, the TOWN desires to provide an animal shelter facility for the benefit of its citizens; and

WHEREAS, the HUMANE SOCIETY desires to operate such a facility for the benefit of the TOWN; and

WHEREAS, the TOWN and the HUMANE SOCIETY are empowered to make such a contract;

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. *PURPOSE.* This agreement is made for the purpose of providing services of an animal shelter for the residents of the TOWN.

2. *HUMANE SOCIETY SERVICES.*

A. The HUMANE SOCIETY agrees to receive all stray or at-large animals delivered by the Animal Control Officers of the TOWN and stray or at-large animals delivered by private citizens of the TOWN, and to provide all necessary care for these animals for a minimum of seventy-two (72) hours, unless the animal is claimed sooner by its owner. Any diseased, injured or feral animals may be destroyed at any point after impoundment in order to relieve the animal from suffering, to prevent the spread of disease, or to protect the safety of the other animals already housed at the Shelter.

There shall be no charge for stray canines or felines brought to the shelter by citizens of the TOWN. However, an owned animal surrendered by its owner or the owner's agent shall require a surrender fee. If the animal surrendered is to be held for possible adoption, a surrender fee is assessed per animal. These fees shall be payable by the owner at the time of surrender.

If the owner surrenders an animal directly at the Shelter to be euthanized or cremated, the owner shall be responsible for all applicable charges for these services at the time of surrender. If Animal Control transports an owner-surrendered animal to the Shelter as a courtesy to the owner, the fees shall still be payable as if the owner had personally surrendered the animal at the Shelter. All owner surrenders transported by Animal Control must be approved by the VVHS Shelter Director prior to the transport of the animal to the Shelter. Acceptance of owner surrendered

animals will be at the discretion of the HUMANE SOCIETY, and based on space availability. The TOWN, by transporting the owned-animal to the Shelter, accepts the responsibility for paying all applicable fees in the event the owner does not do so within thirty (30) days of the surrender date. The HUMANE SOCIETY shall not absorb the surrender, euthanization or cremation costs of owner-surrendered animals brought in by Animal Control.

Pursuant to A.R.S. Title 11, §1013, the HUMANE SOCIETY, as agent for the TOWN, may place an unclaimed animal which has been impounded for 72 hours or more, up for adoption or effect the disposition of the animal in a humane fashion. The HUMANE SOCIETY may dispose of sick, diseased, injured or feral animals at any point following impoundment. There is no mandatory minimum holding period in such cases as long as the disposition is done to relieve the animal of suffering, to prevent the spread of disease, or to secure the safety and welfare of the VVHS staff, public, or the remaining animals at the Shelter. The HUMANE SOCIETY shall be responsible for all costs of euthanizing these animals. All euthanization shall be done by a licensed veterinarian or a person certified by a veterinarian, and in compliance with the provisions of A.R.S. Title 11, §1021. The HUMANE SOCIETY shall be responsible for the disposition of the remains of any animal so destroyed.

B. All impound fees received by the HUMANE SOCIETY for animals whose owners reside within TOWN limits shall be payable to and retained by the HUMANE SOCIETY. All adoption fees shall be payable to and retained by the HUMANE SOCIETY. The HUMANE SOCIETY shall establish and implement a spay/neuter program, in accordance with the provisions of A.R.S. Title 11, §1022, to provide assistance in animal population control in the Clarkdale area.

3. FEES. The TOWN shall pay to the HUMANE SOCIETY the sum of *Nine-Thousand-Three-Hundred-Twelve Dollars* (\$9,312.00) in twelve (12) monthly payments of *Seven-Hundred-Seventy-Six Dollars* (\$776.00). Those canines and felines required by the TOWN to be confined, and/or quarantined in the Shelter in order to be observed for signs of disease, or as a consequence of having bitten, or for some other appropriate reason, the TOWN shall pay to the HUMANE SOCIETY the sum of *Ten Dollars* (\$10.00) per day of confinement, in the event these charges are not paid by the animal's owner. The HUMANE SOCIETY shall not absorb the costs for mandatory confinement or quarantine.

4. PERSONNEL. The HUMANE SOCIETY shall be responsible for staffing the animal control facility, with paid personnel or volunteers. All compensated personnel shall be considered employees of the Verde Valley Humane Society which shall be responsible for the payment of wages, salaries and fringe benefits. Under the supervision of the HUMANE SOCIETY personnel, community service workers from the several area courts may be utilized in place of paid workers. The HUMANE SOCIETY shall insure that the animal control facility is sufficiently staffed to provide adequate care for impounded animals.

5. RESPONSIBILITY OF ANIMAL CONTROL. The Animal Control Officer, or an equivalent person working on behalf of the TOWN, shall retain control of, and responsibility for, the impounded animal until said animal is properly confined in the kennel and the appropriate paper work is completed by the Officer. It shall be only at this point that the control of, and

responsibility for, the animal becomes that of the Verde Valley Humane Society. VVHS Shelter staff may, at its discretion, assist an Animal Control Officer, but shall be under no obligation to do so.

6. BUSINESS RECORDS. The HUMANE SOCIETY agrees to maintain records of all the TOWN animals received, adopted, claimed by their owners (RTO), or destroyed. The HUMANE SOCIETY agrees to provide the Town completed documentation within five (5) working days of all impounded animals claimed (RTO) to the owner.

7. TERM. The term of this Agreement shall be for a period of twelve (12) months, commencing on 1 July 2008, and ending 30 June 2009. At the expiration of this contract, if the TOWN continues to use the HUMANE SOCIETY services, it shall do so under the terms of this contract until a new contract between the parties is signed. Any increase or decrease in fees under the terms of the new contract shall be retroactive to the beginning date of the new contract and shall be due and payable to the party owed within thirty (30) days of signing the new contract.

8. ENTIRE AGREEMENT; MODIFICATION. This Contract represents the entire agreement between the parties hereto, and supersedes any prior agreement or understanding of the parties, whether oral or written. The parties may, from time to time, agree to modify the terms hereof as may be reasonable and necessary to maintain an efficient, humane shelter operation and provide adequate services to the residents of the TOWN. No modification of this Agreement shall be binding unless stated in writing and signed by both parties hereto.

9. INDEMNIFICATION. Each party hereto shall indemnify, defend, and hold harmless the other party from all claims, losses, damages, or injury of any kind or character, including the other party's attorney's fees and costs of defense arising from the negligent performance of services by that party and/or its employees or agents.

10. RESERVATION OF RIGHTS. Notwithstanding any other provision of this Contract to the contrary, any agreement by one party to indemnify, defend, and hold harmless the other party shall be limited to, and be payable only from, the indemnifying party's contractually assumed liability insurance coverage available as a part of its general liability insurance program.

11. DISPUTE MEDIATION. If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by the Arizona Municipal Risk Retention Pool.

12. CANCELLATIONS FOR CONFLICT OF INTEREST. The parties agree that this Agreement may be cancelled for conflict of interest, in accordance with A.R.S. §38-511.

TOWN OF CLARKDALE

VERDE VALLEY HUMANE SOCIETY

Doug Von Gausig, Mayor

Nick Hunseder, President

ATTEST

Kathy Bainbridge, Town Clerk

Cyndi Sessoms, C.E.O.

Undersigned counsel, who has determined that the Agreement is in proper form and within the powers and authority granted under the laws of this state, have reviewed the foregoing agreement.

Robert S. Pecharich, Town Attorney