

# MEMORANDUM

Council Agenda Item 7A

**To:** Honorable Mayor and City Council Members  
**From:** Chester Murray, Interim City Manager  
**Subject:** City of Orange City – Contract for Animal Control Services  
**Date:** January 27, 2009

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## PURPOSE

To cancel the current contract with the Society for the Prevention of Cruelty to Animals of Volusia, Inc. (S.P.C.A.)

## BACKGROUND

A discussion arose at the January 13<sup>th</sup> City Council meeting regarding animal control services. Consistent with your direction at that meeting, Resolution No. 522-09 has been prepared to cancel the existing animal control contract with the S.P.C.A. A report and recommendations on alternatives to this contract follows in the next agenda item.

## RECOMMENDATION

If it is Council's desire to cancel the existing contract with the S.P.C.A., it is recommended that this be accomplished through the adoption of Resolution No. 522-09.

**RESOLUTION NO. 522-09**

**A RESOLUTION OF THE CITY OF ORANGE CITY, FLORIDA, CANCELLING THE CONTRACT BETWEEN THE CITY OF ORANGE CITY AND THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF VOLUSIA, INC. FOR ANIMAL CONTROL SERVICES IN THE CITY OF ORANGE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City currently has a contract with the Society for Prevention of Cruelty to Animals of Volusia, Inc. (S.P.C.A.) to provide animal control services in accordance with the City's animal control ordinance and any other animal control related matters determined by the City Manager to be necessary to protect the health, safety and welfare of the citizens of Orange City; and

**WHEREAS**, the City Council has expressed its desire to cancel the contract with the S.P.C.A. in accordance with the terms specified in said contract and to secure other arrangements for animal control services; and

**WHEREAS**, Section VI. TERMINATION of the contract provides for termination by either party with thirty days notice.

**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 cancel the City's contract for animal control services with the S.P.C.A.

**SECTION 2.** That a copy of this resolution shall be provided to the S.P.C.A. to serve as notice of the City's intent to cancel its contract for services with them.

**SECTION 3.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SECTION 4.** 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

## CONTRACT FOR ANIMAL CONTROL SERVICES

### City of Orange City

This contract is made this 29<sup>th</sup> day of September, 2008, between the City of Orange City, and the Society for Prevention of Cruelty to Animals of Volusia, INC. (S.P.C.A. ), hereinafter referred to as "Contractor", which shall provide animal control services for the City. In consideration of the mutual covenants contained in this contract, the City and the Contractor hereby agree as follows:

I. **TERMS OF SERVICE:** The Contractor accepts this service contract with the City for a period beginning October 1, 2008 and ending September 30, 2009. This contract may be terminated earlier as provided in Section VI herein. This contract shall also be reviewed on an annual basis and can be renewed upon the written consent of both the Contractor and the City under the same terms and conditions herein.

II. **PERFORMANCE OF CONTRACTOR:** The Contractor is to provide animal control services to the City of Orange City, Florida. Said services shall be the enforcement of the Orange City Animal Control Ordinance, and any other animal control related matters determined by the City Manager to be necessary to protect the health, safety, and welfare of the citizens of Orange City. The contract shall be subject to the supervision of the City Manager or his designee. Contractor shall furnish a monthly accounting of calls to the City Manager or his designee.

The Contractor may house animals in the City's animal compound for up to seven (7) days, located at 1100 South Thorpe Avenue, Orange City, Florida. If not claimed within seven (7) days they will be placed in S.P.C.A. care. In the event that the City's animal compound does not have sufficient space available, or should animals pose a safety problem, the animals shall be placed in another appropriate animal facility. Any fees required for such placement shall be the responsibility of the City. The Contractor shall be responsible for the feeding and care of any animal retained in the City animal compound during the performance of the duties specified in this section. Injured animals will be transported to an appropriate facility for emergency treatment at the Contractors expense. The City agrees to pay euthanasia expenses in the event it is required for an injured or aggressive animal.

III. **HOURS:** The Contractor will provide services twenty-four (24) hours per day. Evening and weekend calls shall be answered on an emergency basis only. Evening patrols are to be done on an as needed basis. If evening patrols are conducted, the following day, Contractor may not be available for a like number of hours. Any time Contractor is unavailable, calls will be answered by the Police Department.

IV. COMPENSATION: As compensation for services rendered under this Contract, the Contractor shall be entitled to receive from the City the total sum of \$24,000.00 for the initial annual term of this Contract, payable on the 1<sup>st</sup> day of each month in equal monthly installments. If less than a year's service is provided, the \$24,000.00 yearly compensation shall be reduced accordingly and prorated. The Contractor shall be responsible for payment of Income Tax, Social Security payments and any other obligations required by Law.

Contractor further understands and agrees that as an Independent Contractor, it is not entitled to any employee benefits normally bestowed upon employees of the City of Orange City, Florida. Contractor specifically waives all rights and entitlement to medical and dental insurance, vacation and vacation pay, paid sick leave and overtime compensation.

V. VEHICLE AND COMMUNICATION: The City of Orange City may supply the Contractor with a City Animal Control Vehicle. The Contractor agrees to provide communication for animal control calls.

VI. TERMINATION: If the Contractor breaches or neglects its duties under the terms of this Contract, the City, at its option, may terminate this Contract by giving thirty (30) days written notice of the termination to the Contractor. This Contract may also be terminated, without cause, upon thirty (30) days written notice by either party to the other party.

VII. GENERAL PROVISION: Any notice given under this Contract by a party shall be effective, in writing, either by personal delivery or registered or certified mail with postage paid and return receipt requested.

NOTICE TO BE SENT TO:

For the City:

City Manager  
City Of Orange City  
205 East Graves Avenue  
Orange City, Florida 32763

For the Contractor:

Society for Prevention of Cruelty to Animals of Volusia  
C/o Salli Combs  
Orange City Police Department  
207 North Holly Avenue  
Orange City, Florida 32763

This Contract supersedes any and all other agreements between the parties with respect to the covenants and agreements between the parties. Any modifications of this Contract will be effective only if it is in writing signed by both parties.

VIII. INDEMNIFICATION: The Contractor agrees to indemnify the City of Orange City against losses, claims demands or judgements arising from any act by, or negligence of, the Contractor or its agents while engaged in the performance of their duties under this contract.

IX. Contractor shall abide by State and Local laws, ordinances, rules and regulations in performance of this Contract.

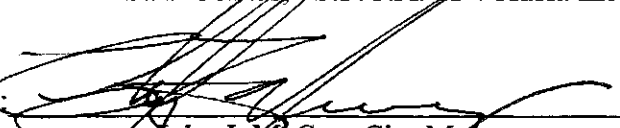
X. Said Contractor shall be governed by and construed in accordance, with the laws of the State of Florida.

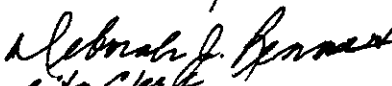
XI. In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XII. The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof. The parties hereto specifically consent to venue in the courts of Volusia County, Florida.

DATED this 29<sup>th</sup> day of September 2008.

BY: Salli Combs  
Salli Combs, S.P.C.A. of Volusia Inc.

BY:   
~~John J. McCue, City Manager~~  
Chester Murray, Interim City Manager

Attest:   
City Clerk

**SPCA ANIMAL CONTROL BUDGET FOR 2008-2009**

AC Salary	\$17000	Annual	For animal control services eight (8) hours per day Monday – Friday 8:30am till 4:30pm. Also Includes kennel care-- 7 days, city patrol and after hour emergency calls.
Pet Food Cost	\$500	Annual	For kennel animals.
Kennel Supplies	\$300	Annual	Dog houses, tarps, lights, cleaning supplies.
Vehicle	\$4000	Annual	Fuel, based on \$80.00 per week for three vehicles.
Insurance	\$1550	Annual	
Communication (Phones)	\$ 650	Annual	Three cell phones
<b>Total</b>	<b>\$24000.00</b>		