


# MEMORANDUM

Council Agenda Item PA

**To:** Honorable Mayor and City Council Members  
**From:** Jeffrey L. Baskoff, Police Chief   
**Subject:** City of Orange City – Contract for Animal Services  
**Date:** February 18, 2009

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## PURPOSE

To have the City Council approve entering into a contract for animal services with the Society for Prevention of Cruelty to Animals of Volusia, Inc. (S.P.C.A.)

## 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 has been directed by the City Council to abandon the current contract with SPCA and adopt a new contract for animal services. 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.

## **CONTRACT FOR ANIMAL SERVICES**

### **City of Orange City**

**THIS CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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".

#### **I. TERMS OF SERVICE:**

The Contractor accepts this service contract with the City for a period beginning March 2, 2009 and ending September 30, 2009. This contract may be terminated earlier as provided in Section V herein. This contract may also be renewed for additional six (6) month terms upon the written consent of both the Contractor and the City, under the same terms and conditions herein.

#### **II. PERFORMANCE OF CONTRACTOR:**

(A) The City will house animals in the City's animal compound for a minimum of 3 days up to a maximum of seven (7) days. After the time period of a minimum of 3 days to a maximum of seven (7) days, any such animal(s) will be transferred to the possession of the Contractor. At that time the Contractor assumes all responsibility for the animal(s). The City's compound is located at 1100 South Thorpe Avenue, Orange City, Florida.

(B) The Contractor, as requested by the City, shall feed the animals at the City's compound and shall maintain and clean the City's compound

**III. COMPENSATION:** As compensation for services rendered under this Contract (Section II(A)), the Contractor shall receive from the City a total of \$24.00 for each animal the City transfers to the Contractor. The City also agrees to pay the Contractor \$22.00 per day for feeding of animals and cleaning of the City compound while animals remain at the City compound (per Section II(B)).

Contractor, its employees and agents, further understand and agree 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.

**IV. COMMUNICATION:** The Contractor agrees to continuously provide the City with the telephone numbers of three (3) separate individuals associated with the S.P.C.A. (Contractor) that the City can contact during the terms of this Agreement.

**V. 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 fifteen (15) 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.

**VI. GENERAL PROVISIONS:** 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 (including, but not limited to that contract, dated September 29, 2008), 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.

**VII. 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. Contractor shall maintain insurance for this obligation, naming the City as an additional party insured, and will provide the City with a copy of said insurance upon request.

VIII. Contractor shall abide by State and Local laws, ordinances, rules and regulations in performance of this Contract, including Chapter 4, Animals and Fowl, of the Orange City Code of Ordinances.

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

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

XI. 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 \_\_\_\_\_ day of \_\_\_\_\_ 2009.

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

BY: \_\_\_\_\_  
Chester Murray, Interim City Manager

ATTEST: \_\_\_\_\_  
Deborah J. Renner, CMC, City Clerk