

Meeting Date: 9/14/2010



Agenda Item # 4 d

# CITY COUNCIL AGENDA ITEM

Contact Name: Sgt. Gregory Larisecy *GL* Department Director: Chief Frank Ross *FR*  
 Department/Contact # (386) 851-7555 City Manager: Ms. Jamie Croteau *JC*

- Type of Item:
- |                          |                          |                                     |                     |
|--------------------------|--------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Public Hearing           | <input type="checkbox"/>            | Resolution          |
| <input type="checkbox"/> | Ordinance First Reading  | <input type="checkbox"/>            | Discussion & Action |
| <input type="checkbox"/> | Ordinance Second Reading | <input checked="" type="checkbox"/> | Council Approval    |

**Subject:** Contract with Society for Prevention of Cruelty to Animals of Volusia, Inc.

**BACKGROUND:** The City of Orange City contracted out animal control services with the Society for Prevention of Cruelty to Animals of Volusia, Inc. (SPCA) for over a decade. Council transferred much of the duties and responsibilities to the police department in March 2009 after numerous citizens voiced concern of the SPCA declining customer service and availability. A contract between the city and the SPCA provide for keeping animals at the city facility and the subsequent transfer of unclaimed animals to the SPCA. Enforcement, capturing and investigating domestic animal matters remain the function of the police department. The working relationship between the SPCA and city staff remains positive.

- RECOMMENDATIONS:** Options include:
- Take no action
  - Bid services to another provider
  - Renew existing contract

Staff recommends City Council authorize the City Manager to renew the contract with the SPCA.

**ATTACHMENTS:** Proposed contract for Animal Services.

**FINANCIAL IMPACT:** The actual cost of the service is uncertain and based on the total number of animals recovered during this period. The City has budgeted \$20,000 for animal control services.

Reviewed by City Attorney \_\_\_\_\_  
 Reviewed by Finance Dept. \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_

<b>1<sup>st</sup> Discussion Date:</b> date.	<b>2<sup>nd</sup> Discussion Date:</b> date.	<b>Third Discussion Date:</b> date.	<b>Other Dates:</b> date.
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## CONTRACT FOR ANIMAL SERVICES

### City of Orange City

**THIS CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 beginning October 1, 2010. This Contract shall be reviewed on an annual basis and shall be automatically renewed unless either party notifies the other of the desire to terminate this Contract as provided in Section V herein.

II. **PERFORMANCE OF CONTRACTOR:**

(A) The City will house animals in the City's animal compound for a maximum of seven (7) days. After the time period of 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 of 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 \$40.00 for each animal the City transfers to the Contractor. The City also agrees to pay the Contractor \$24.00 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, FL 32763

For the Contractor:  
Society for Prevention of Cruelty to Animals of Volusia  
C/O Salli Combs  
PO Box 1411  
Orange City, FL 32774-1411

- VII. **INDEMNIFICATION:** The Contractor agrees to indemnify the City of Orange City against losses, claims demands or judgments 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 \_\_\_\_\_ 2010.

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

BY: \_\_\_\_\_  
Jamie Croteau, City Manager

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