

MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Jeffrey Baskoff, Chief of Police
DATE: August 3, 2009
SUBJECT: Animal Control

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PURPOSE

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

BACKGROUND

The S.P.C.A. of Volusia provides daily care of animals located at the City animal facility and take custody of animals that remain unclaimed. The contract for animal services expires on September 30, 2009.

RECOMMENDATION

Staff recommends Council authorizes the City Manager to execute the attached contract between the City and the S.P.C.A. of Volusia.

CONTRACT FOR ANIMAL SERVICES

City of Orange City

THIS CONTRACT made this 31 day of July, 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 October 1, 2009 and ending September 30, 2010. 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 \$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, 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

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 31 day of July 2009.

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

BY: _____
Chester Murray, Interim City Manager