AGENDA ITEM #12

AGENDA ITEM ACTION REQUEST

	Meeting Date: July 12, 2011 **Meeting Type**: Regular _×_ Special ___
Requestor: _×_ Manager _×_ City Attorney ___ Department ___ Other	**Item**: Consider approval of Animal Impoundment Agreement with SPCA and Rockingham County.
Reviewed: _×_ Manager _×_ City Attorney ___ Department ___ Other	**Review:** The SPCA has provided "pound" services to the City of Harrisonburg and Rockingham County since the mid-seventies. Unfortunately, officially signed copies of the service agreement have not been located by either the City or County. Given the renewed interest and various commentary associated with local "animal services issues" over the last year or so, both City Council and the Board of Supervisors felt it important to have a formally-adopted and signed agreement for services with the SPCA. City and County staff and the respective attorneys have put together the attached draft agreement. The attached "Agreement" spells out the obligations under the Code of Virginia that the SPCA is required to meet on behalf of the City and County. A second attachment, a "Resolution" of the SPCA Board of Directors, addresses other actions beyond those required to comply with with state law that the SPCA will undertake to serve the community and care for the animals that come under its charge. It is recommended that the agreement be approved.
Recommend: _×_ Yes ___ No _×_ Manager ___ City Attorney ___ Department ___ Other	
	Attachments: 1. SPCA Agreement 2. SPCA Resolution

ANIMAL IMPOUNDMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and among the CITY OF HARRISONBURG, a Virginia municipal corporation (the City); the COUNTY OF ROCKINGHAM, a Virginia political subdivision (the County); and the ROCKINGHAM-HARRISONBURG SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC., a Virginia non-profit corporation (the Society).

W I T N E S S E T H:

WHEREAS, the City and the County are required by state law to cause to be maintained a pound for the keeping of certain animals; and

WHEREAS, the Society is currently providing pound services for the City and the County in a facility it owns, located in Rockingham County, that was built with significant financial support from the City and the County; and

WHEREAS, both the City and the County have determined that their respective citizens will be appropriately served by continuing to have the Society provide the mandated pound services and operate an animal shelter; and

WHEREAS, the City, County and Society desire to enter into this Agreement to set forth the terms and conditions under which the Society shall operate an animal pound, or shelter, that the City and the County can rely upon to satisfy the State Code requirements;

NOW, THEREFORE, the parties agree as follows:

1. The Society agrees to operate and maintain a lawful pound for the City and the County in accordance with Section 3.2-6546 of the Code of Virginia (1950), as amended, (the "State Code"), meeting the City's and the County's obligations under state law to provide such a facility. The Society shall exercise its discretion as an independent contractor in the management of its affairs while it carries out its duties and responsibilities under this Agreement. All such duties and tasks performed for the care for animals at the shelter, including the adoption and euthanasia of such animals, shall be done in accordance with the Society's policies; provided that such policies shall at all times be consistent with any and all applicable state laws and regulations, including, but not limited to, the guidelines issued by the Virginia Department of Agriculture and Consumer Services. The Society shall maintain records as required by such laws and regulations. These records shall be open for inspection by authorized representatives of the City or the County, or both, during normal working hours.

The duties described in the preceding paragraph shall include, but not be limited to, confining dogs and other animals pursuant to any and all applicable laws or

ordinances, or as determined by City or County law enforcement or animal control officers to be necessary to protect the public health, safety and welfare. In addition, the Society may, in its discretion, accept for shelter such other animals as it may elect to accept.

Any animal that is required or permitted to be confined at the shelter shall be so confined for a period of time not less that that required by law. The Society may, in its discretion, retain an animal for a longer period, provided such additional confinement is not a derogation of the rights of the rightful owner of such animal.

The Society shall maintain suitable office hours at the animal shelter for the convenience of the public and for the purposes of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.

2. The Society shall perform its duties and responsibilities under this Agreement as an independent contractor and not as an agent or servant of the City or the County. None of the officers, agents, employees or volunteers of the Society shall be deemed to be officer, agents, employees or volunteers of the City or the County for any purpose. The Society's Board of Directors shall exercise control and supervision over its agents, employees and volunteers in the performance of their work.

3. For purposes of planning and budgeting, by February 1 of each year, the Society shall submit a budget request to the City Manager and County Administrator for the amount to be considered for the services rendered under this Agreement, and shall provide a statistical report of the services provided for the City and the County for the prior calendar year.

On an annual basis with the adoption of their respective budgets, the City and the County shall determine an amount to be contributed to the Society for the services provided under this Agreement.

The City and the County, respectively, shall pay to the Society the amounts budgeted in four equal installments on or before the 10th day of July, October, January and April of each year.

The Society shall retain and apply toward the cost of sustaining the operation of the shelter all adoption fees, citizen's donations toward shelter operations, service fees received, and any other receipts. The Society shall keep accurate records of income and expenses, and said records shall be subject to an annual audit by an independent third party accounting firm, with a copy of said audit provided to the City and the County within 10 days from receipt . The Society shall provide to the City and the County, within 45 days of filing, a copy of its completed IRS Form 990, or other similar form, required to be filed annually for operations of a not-for-profit agency.

4. It is mutually understood and agreed by and among the City, the County and the Society that the initial term of this Agreement shall begin July 1, 2011 and end June 30, 2012. Subject to the determination of the financial contributions from the City and the County as stipulated in paragraph 3 above, this Agreement shall continue in effect on

an annual basis to coincide with the fiscal year of the City and the County, unless terminated by any party with one year written notice to the other parties.

5. All contributions from the City and the County under this Agreement are subject to the availability of appropriation for this purpose by the City Council for the City and the Board of Supervisors for the County. In the event of non-appropriation of funds by either the City or the County for the services provided under this Agreement, this Agreement shall be terminated with respect to the non-appropriating party on the last day of that party's then current fiscal year without termination charges or other liability to either the City or the County.

6. Any notices required by this Agreement shall be sent by first class United States mail, return receipt requested or hand-delivered. Such notice shall be addressed as follows:

CITY: City Manager
City of Harrisonburg
345 South Main Street
Harrisonburg, VA 22801

COUNTY: County Administrator
County of Rockingham
20 East Gay Street
Harrisonburg, VA 22802

SOCIETY: President
Rockingham-Harrisonburg SPCA
2170 Old Furnace Road
Harrisonburg, VA 22802.

7. The Society shall indemnify and hold harmless the City and the County for any damages suffered or penalties or fines imposed that result from a breach of this Agreement by the Society, including but not limited to the requirement of this Agreement that the Society operate the animal shelter in accordance with all requirements of the Virginia State Code.

WITNESS, the following signatures:

RESOLUTION OF THE
BOARD OF DIRECTORS OF THE
ROCKINGHAM-HARRISONBURG
SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

IN THAT the mission of the Rockingham-Harrisonburg Society for the Prevention of Cruelty to Animals (the Society) is to promote respect, compassion, education and advocacy resulting in a humane and sustainable environment for all animals, and;

IN THAT the Society is always interested in finding ways to work with the Rockingham-Harrisonburg community to better fulfill its mission, serve the community and care for the animals that come under its charge:

It is hereby RESOLVED by the Board of Directors of the Society that, in addition to those goals and objectives stated in other documents of the Society, the Society, its employees and volunteers, shall **continue** to strive to:

1. Determine and return stray animals to their rightful guardians;

2. Find appropriate homes for as many of the healthy, adoptable animals as feasible and resources allow;

3. Recruit and train foster home providers to expand shelter capabilities;

4. Identify and transfer animals to reputable, compliant rescue groups

5. Diagnose, treat and place up for adoption as many treatable animals as resources allow.

6. Make available for public review a quarterly report that includes the number of animals received, reclaimed, adopted, transferred, died in facility and euthanized. If reasonably achievable, staff will break down the number of animals accepted to indicate the source of the animals received, to include such information as whether the animal was from the City, the County, or other location, and whether the animal was surrendered by its owners, brought in by animal control officer or other public official, brought in by person other than its owner or a public official, or the source or person leaving the animal is not known.

7. The following definitions apply:
   a. a “healthy” animal is an animal that is not sick or injured and behaviorally sound.
   c. a “treatable” animal is an animal that is behaviorally sound that is sick or injured.