



Staff Report – June 26th, 2012

For: Prineville City Council
Thru: City Manager Steve Forrester

Topic: Status of Humane Society of the Ochocos Agreement

Department: Police

Staff: Chief Eric Bush

Overview:

The City entered into a verbal agreement with the Humane Society of the Ochocos (HSO) in 2009 to pay \$3,000 monthly, on a temporary basis, for the use of Animal Shelter facilities. This was an annual increase of \$15,000 from the previous amount of \$11,000. City Staff has made efforts to obtain concurrence with HSO leadership on a written agreement, which to date, has not been accomplished.

Discussion:

Last year the Police Department brought 160 dogs to the HSO. Animal (Dog) control has always been a designated function of the Police Department, which is further codified in City Ordinance.

Staff had had several meetings over the last 18 months with representatives of the HSO and has responded to procedural requests. Staff submitted a revised draft agreement to HSO leadership on May 24th, 2012.

Staff has reviewed options for the future use of the HSO and found the following;

1. Other Central Oregon Humane Societies contract with law enforcement agencies to take in dogs. Fees per dog are generally charged as \$25 per day with a maximum of five days, at which time

any further obligation to the animal is the responsibility of the Humane Society. Relative to the demand for service in Prineville, this model would equate to a predicted cost of \$4000 to \$20000 annually, depending on the average length of stay of each animal.

2. The Redmond Humane Society would consider negotiating a contract with the City of Prineville.
3. The logistics of utilizing services outside of Prineville would need to be considered in an overall cost model.
4. The City of Prineville could consider opening its own shelter. Depending on the model, after an initial capital investment and partnered with other local agencies may realize a reduced operating cost.
5. Dog licensing revenues for FY 12/13 are projected to be \$2,100.

City Options/Recommendation:

-Ideally a formal agreement to partner with our local HSO with a competitive rate schedule is the ideal option.

-Continuing the practice of operating without a formal agreement is not recommended.

-A special Council workshop to develop a future strategy for resourcing Animal Enforcement should be considered.

Attachments

-Draft agreement submitted to Greg Lynch on May 24th, 2012, by City Attorney Carl Dutli.

-Email acknowledgement from Greg Lynch.

Budgetary Impact

-Draft Budget has \$36,000 budgeted for FY 12/13.

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT is made by and between CITY OF PRINEVILLE, an Oregon municipal corporation (hereinafter "City"), and THE HUMANE SOCIETY OF THE OCHOCOS, an Oregon nonprofit corporation (hereinafter "HSO").

Deleted: a political subdivision of the State of Oregon

RECITALS

WHEREAS, City, through the Prineville Police Department takes possession of dogs and other animals that have been neglected, abandoned, seized, forfeited or otherwise taken into custody;

WHEREAS; City recognizes the critical public service that HSO provides to the City of Prineville and Crook City area; and

WHEREAS, City desires to enter into a contract with HSO for the care and custody of dogs delivered to HSO by authorized representatives of the City.

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AGREEMENT

NOW, THEREFORE, in consideration of the following terms and conditions, HSO agrees to provide to City animal custody and care services including, but not limited to, shelter, food, care, and disposition of dogs.

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1. **Term.** This Agreement is effective July 1, 2012, and, unless terminated sooner pursuant to Section 8, shall terminate June 30, 2012.

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2. **General Scope of Services.** HSO shall provide dog impoundment and maintenance care tasks, including, but not limited to, providing shelter, food, care, veterinary services, disposition, euthanasia and the disposal of the dogs impounded pursuant to this Agreement unless otherwise prohibited by law.

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Deleted: animal

3. **Consideration.** City shall pay the sum of \$ _____ monthly for services HSO provides City pursuant to this Agreement.

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Deleted: annually

Deleted: services

4. **Responsibilities of the HSO.**

a. Impoundment and Boarding.

i. For dogs delivered by the City through its authorized representatives, the HSO shall receive and board the dogs in an adequate and sanitary environment and in accordance with all state and local rules and regulations.

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ii. The HSO shall impound and board dogs according to the following conditions:

1. Impounded dogs shall be held for at least five (5) consecutive days, not including Sundays, federal holidays, and the date of impoundment, unless sooner claimed by the owner of such dog. For dogs with identification,

this five (5) day period shall not start until the first business day following the day that the dog is impounded so that City may notify the dog's owner.

2. Dogs that are suspected of having bitten a person shall be quarantined for no less than ten (10) consecutive days. “Quarantined” means the dog will be housed separately for the ten-day period.

3. City shall notify HSO if a dog is impounded either pursuant to a judicial or administrative order, or is awaiting a judicial or administrative hearing, or is subject to City's notice of intent to have the dog destroyed. Such dogs may be held for an indefinite period of time and shall be released or disposed of only in accordance with special written instructions from City.

4. HSO shall not return an impounded dog to its owner or otherwise adopt out the dog without first ensuring that the dog is licensed and has received its rabies shot in accordance with City Ordinance. Before returning dog to its owner, HSO shall first confirm with City that the owner has paid any fees required by City Ordinance.

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5. Unless otherwise directed by City, all dogs not returned to their owners shall become property of HSO after the expiration of the applicable holding period set forth above. After the applicable holding period, HSO shall have the authority to make adoption and disposal decisions in accordance with this Agreement.

iii. The HSO shall maintain a full and complete written record of all dogs impounded pursuant to this Agreement. Such records shall be made available to City as soon as possible, but not later than close of business on the day following City's oral request. All records related to the impoundment of dogs by the City must be maintained by the HSO for at least three (3) years, in accordance with OAR 166-150-0135. For each impounded dog, there shall be maintained a record containing at least the following information:

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1. The date of impoundment.
2. The source of the impoundment, including the name of the City's authorized representative asking for the impound.
3. The reason for impoundment.
4. The designated holding period for the dog and any special instructions, including, but not limited to, specific instructions regarding the holding, release or disposal of the dog.
5. The name of the judicial official who designated the special instructions, if applicable.
6. A general description of the dog including the dog's breed, if known.

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7. Any inoculation or medical treatment to be administered to the dog while impounded at the HSO.
8. Whether an owner was identified.
9. Whether the dog was claimed, adopted, destroyed, or otherwise disposed of with the date thereof and the name of the person taking the action.
10. The name, address and telephone number of the person who received the dog, if the dog was released or adopted.

b. Disposal of Dead Dogs. The HSO is responsible for disposal and/or cremation of any deceased dog in its charge. ~~At HSO's discretion, disposal will be at the crematorium or at the Crook City Landfill.~~

c. Related Responsibilities.

- i. The HSO shall provide access to the facility by the City on a 24-hour, seven-day a week, basis to allow for the lodging of impounded dogs.
- ii. The HSO shall provide all the reception and administrative support for the transactions involving dogs that are brought to the HSO.
- iii. The HSO shall provide referral to the proper authorities in any dog abuse, neglect, or theft report.
- iv. In the event City delivers to HSO a dog under this Agreement and HSO has no space available, HSO shall be responsible for providing an alternative site for the dog that complies with all terms and conditions of this Agreement.

5. City Responsibilities.

a. The City shall promptly notify the HSO in writing of any special instructions, new developments, or additional information regarding impounded dogs, which may be necessary in order for the HSO to fulfill its duties pursuant to the this Agreement. In the case of judicial or administrative impoundments, written authorization shall be required from the applicable authority before the completion of any disposition. The City shall provide all known information required under section 4, a., iii., of this Agreement.

6. Amendments. Any amendments to this Agreement will not be valid unless they are in writing and signed by all parties.

7. Severability. If any article, section, clause or phrase of this Agreement is determined by any Court or Arbitrator to be invalid or unenforceable for any reason, such determination will not affect the validity of the remaining agreement, which will continue to be in effect.

Deleted: iv. The HSO shall provide board and care for quarantined dogs brought to the HSO by the City. Quarantined and safekeeping means the dog will be housed separately for ten (10) consecutive days.¶

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Deleted: and will be at the discretion of the HSO.

8. Termination. This Agreement may be terminated by either party upon 60 days advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CITY OF PRINEVILLE

By: _____
City Manager, Steve Forrester

_____ Date

HUMANE SOCIETY OF THE OCHOCOS

By: _____
Gregory P. Lynch, President

_____ Date

Eric Bush

From: Carl Dutli [carl@dutli-borneman.com]
Sent: Thursday, May 24, 2012 4:43 PM
To: Steve Forrester; Eric Bush
Subject: Fw: RE: City of Prineville - HSO Agreement
for your information

--- On Thu, 5/24/12, Lynch, Gregory <Greg.Lynch@millernash.com> wrote:

From: Lynch, Gregory <Greg.Lynch@millernash.com>
Subject: RE: City of Prineville - HSO Agreement
To: "Carl Dutli" <carl@dutli-borneman.com>
Date: Thursday, May 24, 2012, 4:34 PM

Roger that

Gregory P Lynch
MILLER NASH LLP

1567 S.W. Chandler Avenue | Suite 204 | Bend, Oregon 97702

Office: 541-383-5857 | Fax: 541-383-3968

Greg.Lynch@millernash.com | www.millernash.com

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From: Chris McMurrian [mailto:chris@dutli-borneman.com] **On Behalf Of** Carl Dutli
Sent: Thursday, May 24, 2012 3:37 PM
To: Lynch, Gregory
Subject: City of Prineville - HSO Agreement

Greg,

Tom McDonald appeared before the City Council recently concerning HSO. The City's Budget Committee will soon meet to make decisions regarding the City's budget for the fiscal year beginning July 1. As part of the budgeting process, the City will decide how much they will pay for holding and boarding dogs impounded by the City Police Department. Draft budget documents reflect a proposed payment of \$3,000 per month for holding and boarding dogs.

Council members have indicated their interest in having a written agreement with HSO in place. We would like to have the terms of the Agreement, agreed upon before the budget is finalized. Attached is an updated Agreement based upon the agreement Tom McDonald sent to Chief Bush in August of last year.

Please get back to me with your comments on the Agreement on or before June 8, 2012. The Agreement will be signed by Steve, once the City Council gives its final approval to the budget on June 26, 2012.

I will expect to hear from you on or before June 8, 2012.

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cmc

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Gregory P Lynch
MILLER NASH LLP

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Office: 541-383-5857 | Fax: 541-383-3968
Greg.Lynch@millernash.com | www.millernash.com
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6/20/2012

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