



	Approved	Denied
Date Action Taken:	6/8/09	
Other:		
Verified by:	<i>[Signature]</i>	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 09-27**

**TITLE: CONTRACT AWARD FOR ANIMAL CONTROL SERVICES TO THE MAT-SU BOROUGH IN AN AMOUNT NOT TO EXCEED \$105,000/YR FOR THE CITY OF WASILLA.**

Agenda of: April 13, 2009  
 Originator: Deputy Administrator

Date: June 1, 2009

Route to:	Department	Signature/Date
X	Police Chief Youth Court, Dispatch, Code Compliance	<i>[Signature]</i>
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works Director Facility Maintenance, Utility, Roads & Airport	<i>[Signature]</i> 6/1/09
X	<del>Chief Financial Officer</del> <i>FINANCE &amp; BUSINESS</i> Finance, Risk Management, Purchasing & MIS	<i>[Signature]</i> 6-1-09
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>[Signature]</i>
X	City Clerk	<i>[Signature]</i>

**REVIEWED BY MAYOR VERNE E. RUPRIGHT:** *[Signature]*

**FISCAL IMPACT:**  yes \$105,000 or  no Funds Available  yes  no  
 Account name/number: 001-4250-420.50-90

Attachments: Contract

**SUMMARY STATEMENT:** A Request for Proposal was issued by the City on for Animal Control Services. Two proposals were received and evaluated, and the Mat-Su Borough proposal was selected.

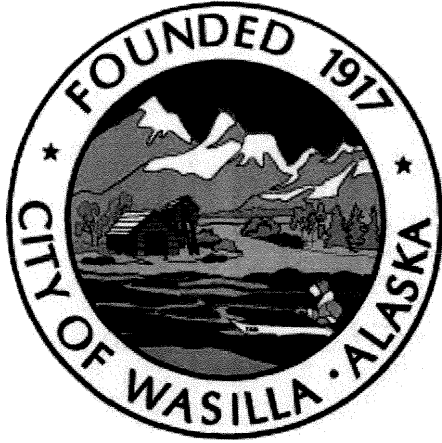
The contract provides for two functions; 1) emergency animal pick-up & 2) shelter services. Shelter services include housing, feeding, and either adoption or euthanasia. These services will be done on a fee for service basis; the fewer animal involved the lower the total cost.

The City will use its Public Safety and Code Enforcement personnel to issue citations. We will need to identify, as per code, a person to be Chief Animal Control Officer.

Furthermore, if Ordinance 09-50 is not passed an Animal Control Board will need to be established.

This contract will place more responsibility on the Public Safety Department than the previous contract.

**ACTION:** Authorize the Mayor to execute a contract with the Mat-Su Borough in an amount not to exceed \$105,000 for providing animal control services for the City of Wasilla.



Interagency Cooperative Services Agreement

BETWEEN:                      City of Wasilla  
   290 East Herning Avenue  
   Wasilla, Alaska 99654

AND                                Matanuska-Susitna Borough  
   350 East Dahlia Avenue  
   Palmer, Alaska 99645

Purpose:

The Matanuska-Susitna Borough and the City of Wasilla enter into this agreement pursuant to AS 29.35.010(13) to delegate to the Borough the power to regulate animal control in Wasilla as described here in. This agreement provides for the City to reimburse the Borough for provisions of these services as defined in on-call services for: A.) animal control pickup and B.) shelter services.

The Borough will provide on-call services for emergency animal pick up and support for the City of Wasilla. In addition on-call shelter services for animal care and confinement are provided.

The on-call pick-up and assist services include but are not limited to injured or dead animal removal or animal pick up at the direction of the Wasilla Police Department's designee.

The shelter service will be for confinement, care and feeding of animals brought to the Borough or picked up by the Borough. The Borough shall provide, on behalf of the City of Wasilla, the following services:

1. 24 hour, 7 day a week animal drop access to the shelter for the City of Wasilla Police Department.
2. Release animals to the owner upon owner's compliance with applicable City of Wasilla regulations, rules, ordinances or directives. The owner will provide receipts or other proof of compliance to the Borough prior to the Borough releasing animals.
3. Humane euthanasia services for animals not redeemed, adopted or that are not deemed adoptable.
4. Hold animals brought to the shelter for 72 hours if not licensed and 120 hours if properly licensed and the City of Wasilla provides the Borough with the name and contact information of the owner. The City and Borough will make reasonable attempts to locate or contact the owner of any animal brought in by the City or Borough prior to disposal by euthanasia or adoption as set forth in MSB Title 24.
5. Animal adoption services.
6. Rabies quarantine of animals impounded by the City for a period of not more than 10 days as required by Alaska Administrative Code 7AAC 27.020 (c) (1), unless directed by the city to extend quarantine period.

### TERM

The term for this agreement shall be for three years with one year options for extensions not to exceed 5 years starting on July 1, 2009.

## FEES

Fees for on-call service: \$79.61 per hour

Fees for shelter services:

1. Licensed Animals: \$60 for dogs and \$50 for cats (all inclusive for the 120 hour period).
2. Unlicensed Animals: \$36 per dog, \$30 per cat, \$30 per small animal not including cats or dogs and weighing less than 200 lbs., and \$150 per large animal weighing over 200 lbs (all inclusive for a 72 hour period). The City will be charged a \$75 transport fee for large animals.
3. If after the hold period and the animal is deemed unadoptable, the City shall pay the Borough a \$25 euthanasia fee and \$30 cremation fee.
4. Quarantined animals are charged at the rate of \$12 a day per dog, \$10 a day per cat and \$50 a day for large animals (over 200 lbs).

## PAYMENT

The Borough shall provide to the City of Wasilla monthly invoices for services. The invoices shall be sent to:

City of Wasilla  
Attention: Accounts Payable  
290 East Herning Avenue  
Wasilla, Alaska 99654

The City agrees to make payment no later than 30 days from receipt of an invoice.

Assignment:

Neither party, the City or Borough, may assign an interest in this agreement.

WAIVER

The failure of a party to enforce a provision of this agreement shall in no way constitute a waiver of the provision. The failure of a party to enforce a provision of this agreement shall not affect the validity of this agreement or any part of the agreement or the right of the party to enforce each and every provision of the agreement.

TERMINATION

This agreement may be canceled for cause or no cause at all by either party with thirty day written notification. If this agreement is terminated then the Borough shall make written notice and copies of all case files shall be provided to the City of Wasilla. Acts of God where by causes beyond control of either party prevent that party from performing its obligations under this agreement, then that party shall not be found to have breached this agreement and obligations there under.

POINT OF CONTACT

Any notice required pertaining to the subject matter of the contract shall be personally delivered or mailed by pre-paid first class, registered or certified mail to the following points of contact:

Matanuska Susitna Borough  
Attn: Chief Animal Care & Regulation Officer  
350 E. Dahlia Ave  
Palmer, AK 99645

City of Wasilla  
Attn: Chief of Police  
290 East Herning Ave.  
Wasilla, AK 99654

AMENDMENTS

The parties may modify or change terms in this agreement by mutual consent in written form only.

Agreed upon by the parties below:

\_\_\_\_\_  
VERN E.RUPRIGHT, Mayor

\_\_\_\_\_  
JOHN DUFFY, Borough Manager

