

Resolution No. 14-1277

**A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE
CITY OF WINDSOR HEIGHTS AND POLK COUNTY FOR THE
PROVISION OF EMERGENCY ANIMAL CONTROL SERVICES
PROVIDED BY POLK COUNTY**

WHEREAS, the City of Windsor Heights recognizes the need for animal control service resources 24 hours a day; and

WHEREAS, providing animal control services can be prohibitively costly for a city the size of Windsor Heights; and

WHEREAS, entering into a 28E agreement with Polk County for the provision of animal control services is a cost effective solution to handle the public safety interest of animal control.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Windsor Heights, Iowa, on this 1st day of December, 2014, that the Mayor is hereby authorized to enter into a 28E Agreement with Polk County, Iowa, in accord with the attached agreement labeled Exhibit A.

Passed and approved this 1st day of December, 2014.

Diana Willits, Mayor

Attest: _____
Brett Klein, City Administrator

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

THE CITY OF Windsor Heights, IOWA

THIS AGREEMENT is made and entered into, by and between the Polk County Board of Supervisors, hereinafter referred to as the "County", and the City of Windsor Heights, hereinafter referred to as the "City".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective July 1, 2014, upon its approval and execution by the parties, and shall remain in effect until either party terminates following the procedures detailed in Paragraph 10.
3. The purpose of this Agreement is listed in Attachment A.
4. Duties of the County are listed in Attachment B.
5. Duties of the City are listed in Attachment C.
6. Attachment D is an exemption for non-domesticated, exotic and dangerous animals.
7. Attachment E is a detailed fee schedule. Annually, on or about May 1, the County will forward the calculated rates to the City, which will become effective July 1 of the same year.
8. Polk County shall be the lead agency for carrying out the terms of this agreement.
9. The Polk County Sheriff's Office shall administer performance of this Agreement for Polk County.
10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of

termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the agreement.

11. In the event of a breach by any entity of this agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement. It will then be filed in the Office of the Polk County Auditor and in the office of the City Clerk.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa

15TH day of JULY 2014

Polk County, Iowa
Board of Supervisors

Attest 
Auditor


Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Windsor Heights has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by the City of Windsor Heights, Iowa

_____ day of _____ 2014

City of Windsor Heights

Attest _____

Mayor _____

ATTACHMENT A

The purpose of this Agreement is to provide for Polk County to retrieve and impound abandoned or at-large animals within the corporate limits of the City.

ATTACHMENT B

Duties of the County

Polk County, shall respond only to calls dispatched from the Polk County Sheriff's Dispatch (Dispatch) requesting retrieval and impoundment of abandoned or at-large animals described by the Persons Authorized by the City or requesting retrieval of animals then in the custody of City employees. The County will transport any animals retrieved within the limits of the City to the Polk County holding facilities of the Animal Rescue League of Iowa, Inc. (the "League").

The County's duties hereunder are limited to responding to calls dispatched by the Polk County Sheriff's Office for the purpose of attempting to locate and capture the animals complained of, and retrieval and impoundment of the animals. The County shall not be responsible for overall enforcement of any state law or regulation applicable within the corporate boundaries of the City, nor for enforcement of any animal control ordinance, rule or regulation of the City. The County will make a reasonable attempt to locate, retrieve or impound particular animals. The parties agree that the County may not be able to locate, retrieve or impound the particular animal. The County will not be responsible for the care, treatment or ultimate disposition of any animal delivered to the League holding facilities. The County will inform the League to follow any written instructions received from the City with respect to animals transported from within the City's corporate limits and absent such instructions, to treat any such animal the same as a comparable animal captured in an unincorporated area of the County, however, the County will not be responsible for the failure of the League to follow any such instructions.

Additionally, the County will, on behalf of and as agent for the City, receive from and pay to the League bills for acceptance, boarding and other services provided to animals picked up by Polk County animal control staff, within the corporate limits of the City. The City acknowledges that the amounts of such fees are established by negotiation with the League, are not wholly within the control of the County, and may vary from time to time during the term of this Agreement with no prior notice to the City. The rate per animal charged the City will not exceed

the rate per animal which the County pays for comparable animals picked up in an unincorporated area of the County.

The County will bill the City on a monthly basis for services provided hereunder. Bills will detail the number of trips and any unbilled charges of the League, or another facility pursuant to Attachment D, and shall specify the total amount due the County.

ATTACHMENT C

DUTIES OF THE CITY

It is understood by the City that a personnel and vehicle fee, as described in Attachment E, will be charged at the time a Polk County Animal Control Officer is dispatched by the Polk County Sheriff's Office. If Polk County Animal Control staff is not successful in picking up the animal or the request is no longer needed, only the drive time and mileage fees are applicable during normal working hours. Normal working hours are defined as Monday-Friday, 8:00am-4:00pm, excluding holidays.

The City shall pay each monthly bill for services rendered, within forty days of the receipt of the invoice.

ATTACHMENT D

Non-Domesticated Animal Exemption

The parties understand that the League may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated animals and those animals considered dangerous or exotic. The County will not pick up unacceptable animals except in instances where police believe an emergency situation exists. If a City Official believes an emergency exists, the Official shall inform Dispatch of the emergency situation prior to the dispatch of Animal Control Officers. An emergency call received by Dispatch shall authorize pick up without prior agreement on disposition and if the pick up is successful, the County will use its best efforts to locate a suitable holding facility for the animal. The City agrees to reimburse the County for all costs incurred by the County, for acceptance, boarding and other services provided by any facility chosen pursuant to this paragraph. The City shall pay Polk County a personnel and vehicle fee, as described in Attachment E, on a monthly basis. For the purpose of this agreement, dead animals do not constitute an emergency situation. In addition to the personnel and vehicle charges, a fee will be required for the pick-up of dead animals, as described in Attachment E. Dead or injured deer will be the responsibility of the City.

ATTACHMENT E

FEE SCHEDULE

The city shall pay the County a personnel and vehicle fee for each call dispatched within the incorporated areas of the city. Total rates per call are as follows:

\$95.43 for each dispatched call during regular hours

\$111.35 for each dispatched call after regular hours at the time and one half rate

\$136.42 for each dispatched call after regular hours on Sunday and holidays at the double time rate

In addition to the charges above, the County shall bill the City for charges incurred for the acceptance, boarding and other services provided to within the corporate limits of the City.

An additional charge of \$75.00 will be incurred for the pick-up of each dead animal as described in Attachment D. This fee will adjust based on action by the League.

The above charges represent the calculated costs for the period July 1, 2014 to June 30, 2015. Each year the chargeable rates will reflect annually calculated costs. Calculated costs include the following: Animal Control Officer, accounting, supervision, administrative support & supplies, mileage, vehicle equipment & depreciation. On or about May 1 of each year of the agreement, the County will forward to the City the new rates which will become effective July 1 of each year.

The County shall retain an amount equal to 25% of the redemption fee collected on behalf of the City to cover costs associated with the collection process.