


RESOLUTION NO. R2007-77

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO CONTINUE IN AN AGREEMENT WITH THE HUMANE EDUCATIONAL SOCIETY FOR THE CONTROL OF ANIMALS, RABIES CONTROL, EDUCATION CONCERNING ANIMALS TO THE PUBLIC AND PET THERAPY TO AREA NURSING HOMES FOR ANOTHER TWELVE (12) MONTH PERIOD ENDING JUNE 30, 2008 IN A TOTAL AMOUNT NOT TO EXCEED \$36,550.62.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to continue in an Agreement with the Humane Educational Society for the control of animals, rabies control, education concerning animals and pet therapy to area nursing homes for another twelve (12) month period ending June 30, 2008, in the total amount of \$36,550.62 annually to be paid in monthly installments in the amount of \$3,045.89. A copy of the contract is attached.



MAYOR



RECORDER

10-15-07

DATE

10-15-07

DATE

PAN/kac

AGREEMENT BETWEEN THE HUMANE EDUCATIONAL SOCIETY AND TOWN OF
SIGNAL MOUNTAIN

This Agreement is made and entered into on this 15th day of October, 2007, between Town of Signal Mountain, a political subdivision of the State of Tennessee, and the Humane Educational Society (HES).

Whereas, it has been determined that the humane education and animal control services provide a benefit to all citizens of the Town of Signal Mountain; and

Whereas, HES is the only agency in the community that offers control of animals, rabies control, education concerning animals to the public, and pet therapy to area nursing homes.

Therefore, the City of Signal Mountain and HES do hereby enter into this Agreement for the following animal control services to be provided to the Town of Signal Mountain for the fiscal period beginning July 1, 2007 through June 30, 2008:

1. Education for the citizens of Signal Mountain to be responsible animal owners.
2. Encourage the use of pet identification devices for their animals.
3. Provide field return of lost animals to their owners.
4. Respond to patrol requests.
5. Identify and / or apprehend trespassing dogs and cats.
6. Fulfill requests for humane live capture traps to capture nuisance animals.
7. Investigate animal cruelty and animal nuisance complaints.
8. Provide enforcement of the Rabies Control program.
9. Resolve vicious animal complaints.
10. Respond to barking dog complaints and / or inhumane treatment of animals.
11. Respond to injured and / or animals in distress calls.
12. Assist the Police department in calls for assistance.
13. Police loose livestock on the highway.
14. Provide administration of a low cost sterilization and pet adoption program.
15. Solicit of charitable donations to support the operation of the Humane Education division.
16. Provide and administer the necessary personnel, equipment and facilities required to effectively discharge the outlined duties including the oversight for sheltering stray, unwanted and apprehended animals.
17. Sign in at Signal Mountain Police Department and patrol at least twice a week in addition to regular services outlined above.
18. Submit Radio Log Sheets weekly with the following information: Truck #, In Service, Out of Service, Location, Description, Complaint # HES, Complaint # SM.
19. Submit monthly reports with total animals delivered to shelter by HES Officers and total animals delivered to shelter by residents of Signal Mountain. Such reports will contain addresses to allow verification of residency and location of pickups.

20. After hours emergency services from 5pm-8am the HES will respond to and pickup:
 - a. Severely sick and injured animals that do not have an owner
 - b. Animals that have bitten
 - c. Animals from an individual that has been arrested

These services will be provided 7 days a week at a rate of \$4.92 per capita. Based on last known census of the Town of Signal Mountain the cost to provide these services will be \$36,550.62 to be made in monthly installments of \$3,045.89 for the twelve month period beginning July 1, 2007.

In consideration of these premises, it is mutually agreed between the Parties hereto as follows:

1. Town of Signal Mountain shall have reasonable access to accounts, files and records maintained by HES for services rendered in connection with this Agreement to the City.
2. This Agreement shall automatically renew for successive periods of one (1) year, unless ninety (90) days prior cancellation notice is given by either party to the other of said party's desire not to extend this Agreement.
3. Either party may cancel this Agreement, without cause, by giving ninety (90) days written notice to the other party.
4. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and/or credits incurred or accrued through and including the last effective day of this Agreement.
5. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Tennessee.
6. The performance of the Town of Signal Mountain of any of its obligations under this Agreement shall be subject to and contingent upon the appropriation of funds otherwise lawfully expendable for the purposes of this Agreement for the current and future periods.
7. HES shall maintain during the term of this Agreement the following minimum coverage's and limits which shall be primary regarding any claims that may arise out of HES operations against HES and/or the Town of Signal Mountain:
 - A. Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury and shall include the following coverage:
 - 1) Premises/Operations
 - 2) Products/Completed Operations
 - 3) Contractual
 - 4) Independent contractors
 - 5) Broad Form Property Damage
 - 6) Personal Injury
 - B. Business Automobile Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury and shall include:

- 1) Owned/Leased Autos
 - 2) Non-owned Autos
 - 3) Hired Autos
- C. Workers' Compensation and Employer's Liability Insurance-Workers' compensation limits as required by Tennessee law including Employer's Liability coverage of \$500,000 per occurrence.

All of the above coverages shall be evidenced with a certificate of insurance and shall include a thirty-(30) day cancellation notice. The liability coverages shall list Town of Signal Mountain Government as an additional insured for the services provided herein. All coverages shall be placed with insurance carriers rated B+10 of better by A.M. Best's Rating Guide or as approved by Town of Signal Mountain Risk Manager.

8. Indemnification and Hold Harmless Agreement for services paid for under this Agreement by Town of Signal Mountain Government, HES hereby agrees to indemnify, defend and hold harmless Town of Signal Mountain Government, members of its Commission, boards, committees, officers, agents, employees and volunteers (collectively referred to as City of Signal Mountain Government) from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, services, equipment, vehicles or facilities used in connection with HES' performance or failure to perform under the terms of this Agreement, regardless of the active or passive nature of any negligence by the Town, except as otherwise stated herein. HES shall not be responsible for such liability arising from the sole negligence of the Town of Signal Mountain. HES shall be responsible to the City of Signal Mountain for any costs associated in enforcing this provision.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

TOWN OF SIGNAL MOUNTAIN, TENNESSEE



HUMANE EDUCATIONAL SOCIETY

Guy Bilyeu

Executive Director