

**RESOLUTION 2013-C**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE  
THE EXECUTION OF AN AMENDMENT TO AN INDEPENDENT  
CONTRACTOR AGREEMENT WITH ROBERT WALTER FOR ANIMAL  
CONTROL AND PET CANVASSING SERVICES**

**WHEREAS**, the Town of Eatonville entered into a Independent Contractor Agreement with Robert Walter on or about March 28, 2011, in which Walter agreed to provide animal transport and other services to the Town for a fee,

**WHEREAS**, the Town and Walter have reached an agreement to increase the scope of services provided by Walter to include pet canvassing, described in more detail in the attached addendum, and

**WHEREAS**, pet canvassing will result in revenue benefits for the Town due to a higher compliance rate, and, reduced numbers of impounds and transports to Tacoma,

**THEREFORE, BE IT RESOLVED** by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on behalf of the Town the attached Addendum to the Independent Contractor Agreement with Robert Walter.

Passed by the Council of the Town of Eatonville at a regular meeting this \_\_\_\_\_ day of January, 2013.

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Lloyd, Town Attorney

## **ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT**

This ADDENDUM (“Addendum”) to the Independent Contractor Agreement of March 28, 2011, (“3/28/11 Agreement”) by and between the TOWN OF EATONVILLE (“Town”) and ROBERT WALTER (“Independent Contractor”) is entered into by the same parties as of the date of execution below. Collectively, Town and Independent Contractor shall be referred to as the “Parties.”

**Section 1.** The Parties agree to amend the 3/28/11 Agreement through this Addendum, which authorizes Independent Contractor to engage in door-to-door pet license canvassing, in order to increase the compliance rate for purchasing pet licenses, as mandated by Eatonville Municipal Code, as well as improve the reclaim rate of impounded strays by their owners.

**Section 2.** In addition to the services described in the 3/28/11 Agreement, Town agrees to engage Independent Contractor to perform the following services:

- A.** Independent Contractor shall engage in door-to-door pet license canvassing, targeted mostly toward residences which have had licensed pets in the past three years. Selected other residences will also be visited, especially where evidence indicates the possible presence of a household pet. The Independent Contractor will follow a general script approved by the Mayor and/or designee, the objectives of which are as follows:
- introduce himself and his contractual relationship with the Town of Eatonville
  - explain the reason for visiting – reminder of the pet license purchase/renewal deadline
  - remind residents/pet owners about the EMC pet license requirement, if necessary
  - ask about the status of pets in the home
  - offer to transact pet license purchases or renewals, and/or leave sufficient license/renewal forms
  - refer questions and requests that are beyond the purview of this contract to the appropriate department at Town Hall
- B.** If no one is home, a notice will be left, and the address will be noted for possible revisiting.
- C.** Independent Contractor shall, on a daily basis, turn into the Town Administration any pet license renewals contracted on a given day, along with all fees remitted.
- D.** If a request is made to purchase a license for a spayed/neutered dog or cat, which entitles the owner to a reduced license fee under Resolution 2010-J, the Independent Contractor will ask to view the spay/neuter certificate from the veterinarian for that animal. If this document is unavailable, the Independent Contractor may collect the fee at the non-spayed/non-neutered rate, or may direct

the pet owner to bring the spay/neuter certificate to Town Hall, or mail the form with payment, along with a copy of the spay/neuter certificate.

- E. If a request is made to purchase a license for at a senior/disabled rate pursuant to Resolution 2010-J, the Independent Contractor verify eligibility by asking to view a government-issued identification as called for in said Resolution. If the person is unable to produce documentation for eligibility, the canvasser may collect the fee at the non-reduced rate, or may direct the pet owner to bring the documentation to Town Hall.
- F. Regular communication with the clerk staff will improve canvassing efficiency. The Independent Contractor will provide updates on canvassing hours completed and pet owners contacted, while the staff will provide information on renewal submissions and new license purchases, reducing duplication of house visits.
- G. Independent Contractor will be compensated at the rate of \$16.00 per hour, for canvassing (80-90% of the time devoted) along with associated mapping and record keeping, which will not exceed 90 total hours per renewal season, or \$1,440.00. Independent Contractor shall submit to the Town's Administration written statements detailing time spent to ensure proper payment is made.
- H. Independent Contractor is not authorized to:
  - Enter any person's dwelling, or conduct any search of any person's property;
  - Seize any property or arrest any person for alleged violation of the Eatonville Municipal Code;
  - Compel any person to answer questions under threat of force, duress, or coercion;
  - Violate any person's constitutional rights

**Section 3.** This Addendum shall take effect only after executed by both the Town's Mayor on authority from the Town Council, and also by the Independent Contractor.

**Section 4.** Except as modified herein, the terms of the 3/28/11 Agreement are incorporated herein by reference and agreed to in full.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the latter date so indicated below.

DATED: January \_\_\_\_, 2013.

DATED: January \_\_\_\_, 2013.

INDEPENDENT CONTRACTOR

TOWN OF EATONVILLE

\_\_\_\_\_  
Robert Walter  
140 Antonie Ave., Eatonville, WA 98328

By: \_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

By: \_\_\_\_\_  
Kathy Linnemeyer, Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Daniel G. Lloyd, Town Attorney