

CITY COUNCIL MEETING

AGENDA ITEM XII



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting August 6, 2012

From: Elizabeth Dragon – City Manager
Subject: City Council to consider approval of Granite State Animal Rescue League Lease for one year July 1, 2012 through June 30, 2013 (1 year term)

Recommended motion:

1. Councilor moves:

“I move that the Franklin City Council approve the Granite State Animal Rescue League Lease through June 30, 2013”

2. Mayor asks a second, discussion, and calls the vote.

Discussion: The most recent agreement with the Granite State Animal League expired on June 30, 2012 (that agreement was a ten year agreement). The council recently approved funding the organization for another year. However, the organization must return in six months to review their financial situation with the council (in hopes that things will improve and they will become more stable) and that some of the management issues will be addressed (ex: they will regain their 5013 c status etc). In light of these conditions only a one year extension to the current lease agreement was the consensus of the council during the budget process.

In addition, it has come to my attention the City has not been receiving the necessary copies of their liability insurance-this will be requirement before funds are released to the organization in the future.

I
Attachments/Exhibits: Lease agreement and map

Lease Agreement
City of Franklin
And
Granite State Animal Rescue League

AGREEMENT made this 6th day of August, 2012 by and between the City of Franklin, a New Hampshire municipal corporation located in the County of Merrimack and with a place of business at Memorial Hall, Central Street, in said Franklin, hereinafter referred to as the Lessor and Granite State Animal Rescue League, a voluntary organization chartered by the State of New Hampshire and authorized as a 501(c)3 with a place of business at 33 Beaton Street, Franklin, New Hampshire, hereafter referred to as the Lessee.

1. Leasehold. The Lessor agrees to lease to the Lessee a portion of a certain lot of land, including a structure currently being used by the Lessor as an animal shelter, owned by the City, said lot being located on Punch Brook Road in the City of Franklin. This parcel is a portion of an 6.71 acre tract currently owned by the City with one portion thereof dedicated to the use and maintenance of a solid waste transfer station. The parcel is more specifically referred to as tax map parcel #083-012-00. The diagram attached to this lease as " Attachment 1" shows the actual area to be leased by the Lessee and is hereby incorporated by reference into this agreement.

2. Purpose. The sole purpose for which the property shall be used is to establish and maintain a temporary shelter for stray, lost and abandoned dogs, cats and other domestic house pets found or relinquished within the City of Franklin and adjacent towns. The Lessee shall be solely and completely responsible for the operation of the temporary shelter in legal and humane fashion for the care of the animals committed to the organization. The Lessor's responsibilities shall be limited to those imposed by law or contained within this agreement.

3. Term. Starting July 1, 2012, this lease shall be for a period of one (1) year or at the expiration of any permits granted to the Lessee for the operation of this facility by the Lessor, any or its municipal departments or regulatory boards, including but not limited to the Planning Board and Zoning Board of Adjustment. This lease shall also terminate upon a determination that the Lessee has failed to obtain or maintain any license or permit required by the State of New Hampshire or any of its agencies for the operation of such a shelter. In that event, the Lessee shall return the premises to the Lessor in same or better condition and all improvements made thereto during the term of this contract will inure to the benefit and ownership of the Lessor. This lease may be extended upon such terms as the parties may mutually agree. This lease shall terminate if the lessee ceases to operate in the City of Franklin.

4. Consideration. Consideration for the initial leasehold of ten (1) year shall be the sum of \$1.00 per year paid by the Lessee to the Lessor and the other mutual covenants and agreements contained herein, which the parties agree constitute valuable consideration.

5. Covenants of the Lessor. The Lessor hereby agrees and covenants to maintain at no cost to the Lessee the following services during the term of this lease agreement:

1. Adequate electrical power;
2. An adequate supply of fresh, cold water sufficient to be used for drinking purposes by the animals as well as in a quantity sufficient to generally wash down the premises as may be required;

6. Covenants of the Lessee. The Lessee covenants that it shall at all times operate the shelter in a satisfactory manner in accordance with the laws of the State of New Hampshire, appropriate

state regulations, city ordinances, and terms of this lease. The Shelter shall be kept clean and secure and shall be used for no purpose except those described herein. Further, the Lessee covenants that it shall at all times have one or more members responsible to respond to a request from the city administration or its designated agent, such as the Franklin Police Department, with regard to matters such as excessive noise, an escaped animal, or any other troublesome condition existing due to the location of the shelter. The Lessee shall provide annually proof of appropriate liability insurance for shelter operation, with maximum coverages equivalent to those currently being held by the City.

7. **Hold Harmless.** The Lessee further covenants and agrees to assume all liabilities arising from its activities and operations and to hold Lessor harmless of all such liabilities as may be asserted by any and all third parties or the agents, volunteers, representatives, officers, or employees of the Lessee.

8. **Health and Safety.** The Lessee shall be responsible for the operation and maintenance of the shelter in such manner as not to adversely affect the health, safety or welfare of the general public. Additionally, the shelter shall be operated in such a manner so as not to create any nuisance or obnoxious condition with the area that it is located. The Lessee shall not store upon the premises any liquid or gas have a flash point of less than 200 degrees Fahrenheit or which is toxic or corrosive either single or in combination with other substances stored thereon.

9. **Maintenance and Repair.** It shall be the duty of the Lessee to maintain and repair the building. The Lessee shall maintain the exterior of the building and the immediate surrounding grounds in an attractive manner and keep same free of debris and litter and provide for snow removal on shelter walkways.

10. **Assignment.** The Lessee shall not assign any rights under this agreement or sublet any portion of the premises without the written permission of the Lessor.

11. **Disposition of Animals.** It is agreed and understood by and between the parties that the Lessee is currently acting as a contractor of the City to operate the animal shelter as a city impoundment facility for the disposition of lost and stray canines. The Lessee shall provide 24-hour per day animal impoundment facilities to the City Police Department and shall assist the Police Department in its animal control duties as the Chief of Police shall deem appropriate. The Lessee shall comply with all City ordinances and State laws and regulations for the use, storage and application of any pharmaceuticals utilized in the euthanasia of animals, if any, and for the disposition of animal remains.

12. **Staff:** It is understood that the staff of the facility which may consist of the employees, volunteers, officers, or other representatives of the Lessee are not employees of the Lessor. As such, the staff members are not eligible for worker's compensation insurance under the city's policies. Consequently, the Lessee covenants that it shall obtain such insurance and keep it in full force and effect to the extent required by law for the term of this lease.

13. **Animal Control Fee.** The Lessor agrees to pay to the Lessee a fee of \$20,000 annually, payable in quarterly installments, upon presentation of invoice, for operation of the shelter as a City impoundment facility for fiscal year 2013. In subsequent fiscal year, the Lessee agrees to submit budget requests in the prescribed manner as with other agencies for which the City deems to provide funding and support.

14. In December, 2012, the Lessee agrees to submit updated financial statements and projections for the remaining year to the Lessor.

WITNESS our signatures on the date first above written.

Witness

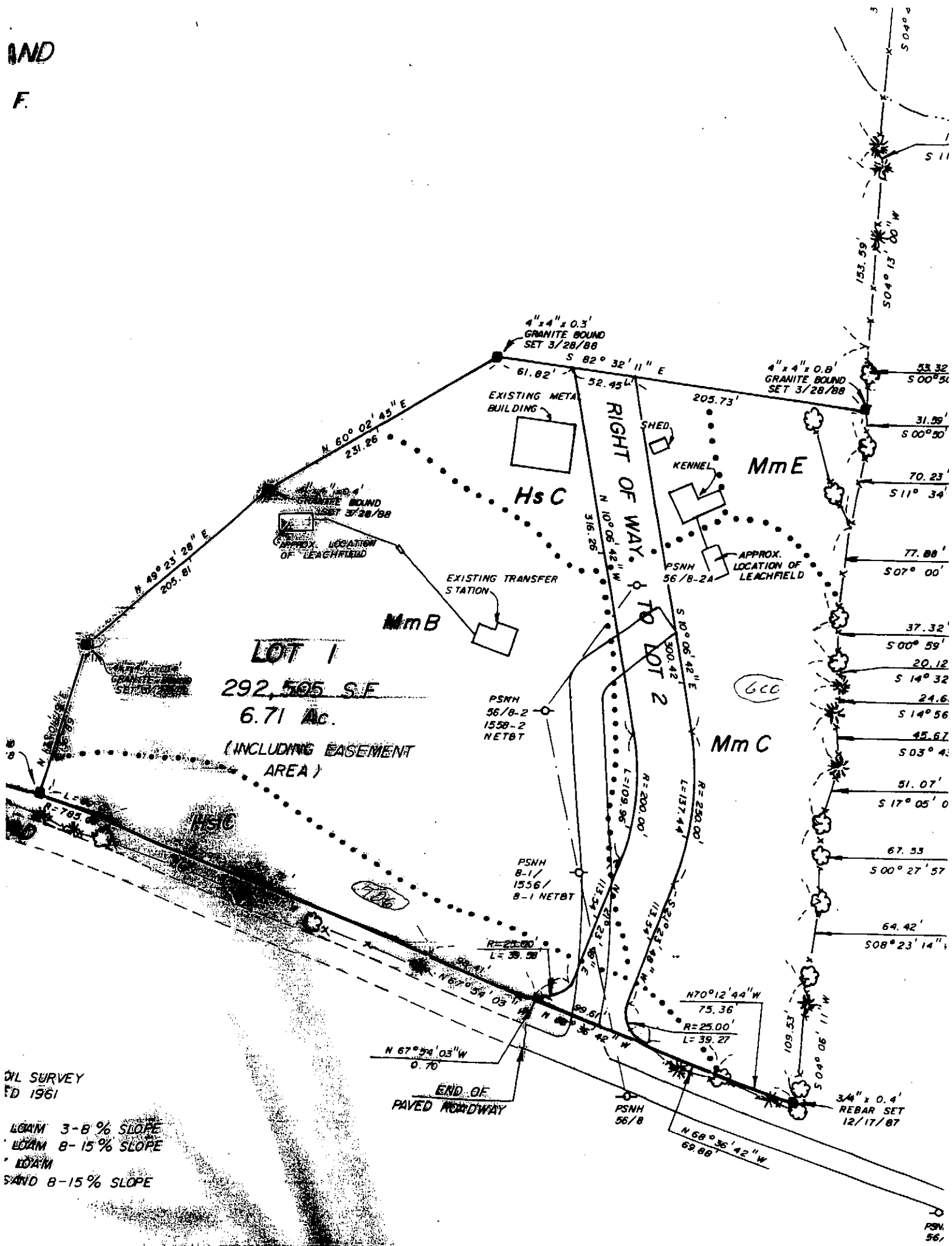
City Manager, City of Franklin
Duly Authorized

Witness

President
For Granite State Animal Rescue League,
Duly Authorized

AND

F.



OIL SURVEY
FD 1961

- LOAM 3-8% SLOPE
- LOAM 8-15% SLOPE
- LOAM
- SAND 8-15% SLOPE

PSNH
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