



# City of Bethel Police Dept.

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**PUBLIC NOTICE**  
REGULAR MEETING OF THE  
PUBLIC SAFETY & TRANSPORTATION COMMISSION  
**Tuesday, August 6, 2013 -7:00 p.m.**  
**157 SALMONBERRY RD– NEW POLICE DEPARTMENT**  
**AGENDA**

**Members**

Brian Lefferts,  
*Chair*

Johnny Furlong  
*Vice Chair*

Sharon Sigmon  
*Council Representative*

Pat Jennings

Joe Yoon

Joan Dewey

Jennifer Dobson

**Ex-Officio Members**

Larry Elarton  
*Chief of Police*

George Young  
*Fire Chief*

KaJena Baty  
*Recorder*

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF July 2, 2013.
- VI. CHIEFS' COMMENTS  
Fire Chief  
Police Chief
- VII. TRANSPORTATION INSPECTOR'S REPORT
- VIII. COUNCIL REPRESENTATIVE'S COMMENTS
- IX. SPECIAL ITEM OF BUSINESS  
A. **PUBLIC HEARING:** On the Price and Quality of Service Provided by All Regulated Vehicles, Chauffeurs, and Dispatch Services.
- X. UNFINISHED BUSINESS  
A. Ordinances from City Council
- XI. NEW BUSINESS  
A. Animal Issues in Bethel. (Joan Dewey)
- XII. COMMISSION MEMBER'S COMMENTS
- XIII. ADJOURNMENT

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KaJena Baty, *Recorder*

POSTED on July 31, 2013.  
POST OFFICE, AC, SWANSONS, CITY HALL, & POLICE DEPT.

*Next Public Safety and Transportation Commission Meeting will be September 3, 2013.*

PUBLIC SAFETY AND TRANSPORTATION  
COMMISSION  
PEOPLE TO BE HEARD

August 6, 2013

NAME	TOPIC
NICHOLAS KWIEK	ANIMAL CONTROL
Nancy Elliott	full time animal care
GARRETT LIER	ANIMAL CONTROL

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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July 2<sup>nd</sup>, 2013

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on July 2<sup>nd</sup>, 2013 in the Bethel City Hall Council Chambers.

This meeting was called to order at 7:05PM

### II. ROLL CALL

Present: Brian Lefferts *Chair*  
Joe Yoon  
Sharon Sigmon *Council Member*  
Joan Dewey  
Jennifer Dobson

Absent: Johnny Furlong *Vice Chair*  
Pat Jennings  
George Young *Fire Chief*

Ex-Officio Present: Laurance Elarton *Chief of Police*  
KaJena Baty *Recorder and Transportation Inspector Designee*

### III. PEOPLE TO BE HEARD

*No one present to be heard.*

### IV. APPROVAL OF AGENDA

<b>MOVED:</b>	Sigmon	Motion to approve the agenda.
<b>SECONDED:</b>	Dobson	
<b>VOTE ON MAIN MOTION</b>	All in favor	

### V. APPROVAL OF MINUTES

<b>MOVED:</b>	Dewey	Motion to approve the minutes of June 4 <sup>th</sup> , 2013.
<b>SECONDED:</b>	Sigmon	
<b>VOTE ON MAIN MOTION</b>	All in favor	

**VI. CHIEFS' COMMENTS**

Larry Elarton *Police Chief- See Chief's Monthly Report to City Manager*

**VII. TRANSPORTATION INSPECTOR REPORT**

KaJena Baty- No activity in the month of June.

**VIII. COUNCIL MEMBER'S COMMENTS**

Council Member Sigmon- *Kodiak is sending the memorandum of agreement between their Police Department and 501c3 organization for animal control. The cell phone ordinance will come back from Council after editing from the city attorney.*

**IX. UNFINISHED BUSINESS**

*No Items*

**X. NEW BUSINESS**

*No Items*

**I. COMMISSION MEMBER COMMENTS**

Pat Jennings- *Not present.*

Johnny Furlong- *Not present.*

Brian Lefferts- *There will be a public hearing at the next meeting and an action item on the next agenda for setting a minimum fare.*

Joe Yoon- *Happy 4<sup>th</sup>!*

Sharon Sigmon- *It's great to be here and have no mosquitoes.*

Joan Dewey- *Happy July 4<sup>th</sup> to everyone, hopes the river will stay open for more fishing.*

Jennifer Dobson- *Likes the KYUK piece on the new Police Station.*

**II. ADJOURNMENT**

<b>MOVED:</b>	Dobson	Motion to adjourn.
<b>SECONDED:</b>	Dewey	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

*Meeting adjourned at 7:22pm*

APPROVED THIS 6<sup>th</sup> DAY OF August, 2013.

  
KaJena Baty, Recorder

  
Brian Lefferts, Chair

## Transportation Inspector Report

In the month of July, Taxi Cab Co. had their vehicle inspections and gained 5 new drivers. Taxi cab has 12 vehicle permits, 10 of which are in compliance with inspections Taxi cab 76 and Taxi cab 83 did not participate in inspections in July, no reason was given. Quyana Cab Co. purchased a permit from a private owner bringing their total number of owned permits to 12 as well. Kusko Cab, Inc. also owns 12 and Alaska Cab Co. owns 9 but dispatches for four privately owned permits. There were very few complaints made this month.

Activity	2013	July
	New Chauffeurs	5
	Chauffeur Renewals	4
	Vehicle Permit Renewals	0
	Vehicle Transfers	5
	Inspections	10
	Revocations	0
	Temporary Permits	3

Date	Cab	Chauffeur Name	Reporting Party	Complaint	Action Taken	Date/Time
7/14/2013	Kusko 37			Driver was honking his horn at 3:52 in the morning	1306774, Officer advised.	7/14/2013
7/23/2013	Taxi 88	Unknown	Nichole Elarton	Stated he dropped off an intoxicated and beat up woman at BNC complex the driver explained that he couldnt do that because he needed to get another customer. My concern is that these cab drivers only care about their next fare. If this woman was in fact in danger or really hurt he was going to just let her out instead of at the very least staying on scene with her to make sure she got some help.	Officers advised.	7/23/2013

**CITY OF KODIAK  
CONTRACT NO. 203482  
ANIMAL SHELTER SERVICES**

**THIS CONTRACT** is made and executed on the date and year hereinafter last specified by and between the City of Kodiak, 710 Mill Bay Road, Kodiak Alaska (“the City”), and the Humane Society of Kodiak (“the Contractor”).

**ARTICLE I**

For and in consideration of the terms, covenants, conditions, and provisions contained herein, it is mutually agreed between the parties hereto as follows:

**1. Agreement to Perform.** The Contractor agrees to perform, complete, provide, and furnish in a timely manner all of the work, services, labor, and materials required to accomplish the work described in Article II hereof at the times, and in the manner, and for the consideration hereinafter set forth.

**2. Term of Contract.** This contract will be effective from July 1, 2012, and continue in force until June 30, 2014, except that, in addition to the termination provisions in Section 6 (Insurance), it may be terminated by either party upon thirty (30) days written notification to the other. This Contract may also be amended by written agreement of the parties.

**3. Independent Contractor.** The parties expressly agree that the Contractor shall be and is an independent contractor and is not an employee or agent of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for the City's employees, including but not limited to, health insurance, life insurance, disability insurance, sick or annual leave, or workers' compensation. The City is interested only in the results to be achieved, and the contract and control of the work will lie solely with the Contractor. It is understood that the City agrees to use the Contractor exclusively for management and operation of the animal shelter.

**4. Contractor Authority.** The Contractor is hereby authorized to receive all domestic animals coming into its custody (i.e., impounded or owner surrendered), to place or humanely dispose of such animals that come into the animal shelter, and to manage and enforce the animal regulations for all impounded animals pursuant to all ordinances now in effect, or which may hereinafter be adopted. The Contractor shall accept all animals that can be safely maintained and cared for within the shelter facility provided by the City of Kodiak.

**5. Contractor Qualified and Responsible for Personnel.** (a) The Contractor represents it has, or will secure at its own expense, all personnel required to perform this Contract in a timely and proper manner. Such personnel shall not be employees or have any contractual relationship with the City, and the City shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any said persons.

(b) All of the services required under this Contract shall be performed by the Contractor or under its supervision.

(c) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.

**6. Insurance/Indemnification.** (a) Public Liability Insurance. The Contractor shall maintain Public Liability Insurance with a minimum of \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(b) Additional Insured. The following shall be listed as Additional Insureds: "The City of Kodiak, including all elected and appointed officials, all employees and City volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the City of Kodiak and not contributing with any other insurance or similar protection available to the City of Kodiak, whether other available coverage be primary, contributing, or excess."

(c) Indemnification. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the City of Kodiak, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this contract.

(d) Notice of Cancellation Required. Ten (10) days Notice of Cancellation or Change, Non-Renewal, Reduction and/or Materials Change shall be sent to: City Clerk, 710 Mill Bay Road, Room 220, Kodiak AK 99615.

(e) Evidence of Coverage Required. Contractor shall provide to the City of Kodiak at the time that the Contract is presented to the City for execution, certificates of insurance and/or policies acceptable to the City of Kodiak as listed below:

- One (1) copy of Certificate of Public Liability Insurance Workers' Compensation Insurance
- One (1) copy of Certificate of Public Liability Insurance

(f) Continuation of Coverage. If the above coverage expires during the term of this Contract, Contractor shall deliver renewal certificates and/or policies to the City of Kodiak at least ten (10) days prior to the expiration date. Contractor shall not commence with operations under this Contract until they have obtained the coverage required under the terms of this Contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City of Kodiak. If Contractor fails to comply with the insurance requirements of this Contract, the City of Kodiak may terminate the Contract on ten (10) days written notice. Contractor covenants to maintain all insurance policies required in this Contract for the period of time in which a person may commence a civil action as prescribed by the applicable statute of limitations. The coverage required by this Contract shall cover all claims arising in connection with Contractor's use under this Contract, whether or not asserted during the term of this Contract and even though judicial proceedings may not be commenced until after this Contract expires.

(g) Workers' Compensation Insurance. The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Workers' Compensation Insurance as required by AS 23.30.045 or any other applicable statutes or regulations. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract.

**7. Assignment or Delegation.** The Contractor may not assign its rights or delegate its duties under this Contract, or any part of it, except with the prior written consent of the City.

**8. Governing Law.** This Contract shall be governed by the laws of the State of Alaska and any suit or legal action hereon shall be brought only in the courts of said State, in the Third Judicial District at Kodiak, Alaska.

**9. Miscellaneous.** (a) Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. It being understood and agreed that neither method of computation of payment or any other provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of the City and an independent contractor.

(b) Nonwaiver. The failure of the City to insist in any one or more instances upon the strict performance by the Contractor of any provision or covenant in this Contract may not be considered as a waiver or relinquishment for the future, but the provision or covenant will continue in full force. The waiver by the City of any provision or covenant in this Contract cannot be enforced or relied upon unless the waiver is in writing signed on behalf of the City by the City Manager or the City Manager's designee.

(c) Improvements. The Contractor shall make no alterations or additions to the Animal Shelter, or any City property associated with it, without first obtaining the written consent of the City Manager and, unless otherwise provided in such written consent, any improvements or additions constructed by the Contractor shall become the City's property upon their substantial completion.

(d) Liens. The Contractor shall keep the Animal Shelter free of all liens, pay all costs for labor and materials arising out of any construction or improvements by the Contractor on the Animal Shelter, and hold the City harmless from liability for any such liens, including costs and attorney fees.

(e) Severability. If any provision or covenant of this Contract is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

(f) Corporate Authority. If the Contractor is a corporation, the Contractor shall deliver to the City at the time of execution of this Contract a copy of a resolution of its board of directors authorizing the execution of this Contract and naming the officers that are authorized to execute this agreement on behalf of the corporation.

(g) Entire Agreement. This Contract sets forth all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Animal Shelter whether oral or written. No modification or amendment of this Contract is effective unless in writing and signed by both the parties.

(h) Notice. Any notice required by this Contract must be hand delivered or sent by first class mail to the appropriate party at the address set forth on the last page of this Contract or to any other address, which the parties subsequently designate in writing.

## ARTICLE II

(d) Animals not suitable for adoption will be humanely euthanized. The Contractor shall develop and have on file procedures regarding selection of animals to be euthanized.

**4. Education on Animal Care and Treatment.** The Contractor shall promote the proper and humane care and treatment of animals and to stimulate public support for such treatment and for the enforcement of City ordinances relating to animal control. The Contractor shall conduct tours of the animal shelter upon reasonable request. The Contractor shall educate the community through classroom visitations, radio interviews, newspaper articles, and public service announcements.

**5. Training.** The Contractor shall designate an employee as shelter manager and this employee is required to annually attend and complete a course in professional services relating to management and operation of an animal shelter or animal behavior. The Contractor shall provide the Kodiak Police Department with an outline of the course of instruction.

**6. Enforcement of Animal Control Ordinances.** (a) The Contractor shall, through qualified agents, observe and assist in the enforcement of all animal control ordinances relating to impounded animals.

(b) The Contractor shall cooperate with the City by following procedures required by Kodiak City Code Chapter 7.04 and Kodiak Island Borough Code Chapter 6.04 concerning persons or animals bitten by an animal in the City of Kodiak and the Kodiak Island Borough.

**7. Collection of Fees and Keeping of Records.** (a) The Contractor shall follow established City and/or Borough procedures regarding collection of dog license fees and impound fines, as applicable. Fees for animal licensing and impoundment are established by the Kodiak City Council and the Kodiak Island Borough Assembly and retained by them respectively. The Contractor has no authority to waive or reduce these fees. Other fees for services (e.g., adoption) will be established by the Contractor and retained by the contractor. Donations made to the animal shelter by members of the public will also be retained by the Contractor. The Contractor shall permit the City, at all reasonable times, to inspect and audit any records and shall make such reports of monies received and operational statistics as shall be required. The records shall be open to City inspection during regular office hours.

(b) The Contractor shall daily maintain, at the animal shelter, records of all animals impounded. Records shall include dates of intake and notation of history, behavior, health status, and any veterinary procedures of each animal while retained; detailed information on redemptions and adoptions (e.g., dates, fees, owner data, spay/neuter deadline, etc.); date and reason euthanized; licenses issued; correspondence with State and federal agencies; and complaints made by the public with response indicated.

(c) The Contractor shall submit a monthly activity report to the Kodiak Police Department by the twentieth day of the following month detailing the category of animals impounded at the shelter, disposition of animals, licenses issued, number of hours shelter was open to the public, fees collected by category, and veterinary services by category.

(d) The Contractor shall on July 31 of each year submit to the City a program report of the previous fiscal year's activities.

8. **Liaison.** The Contractor shall report to the City Animal Control Officer (ACO), who shall act a liaison between the Contractor and the City, for all matters relating to the Contractor's performance of its obligations pursuant to this Contract.

### ARTICLE III

In accordance with the terms and conditions of this Contract, the parties hereto further agree as follows:

1. **Assistance to Contractor's Agents.** The ACO will provide assistance to the Contractor's agents upon the agent's request. Upon receiving a request for assistance, the ACO will evaluate the priority of the agent's request and respond in accordance with the terms of this contract, the policies and procedures of the City of Kodiak and the Kodiak Police Department, as time and other duties permit.

2. **Amount of Contract, Method and Computation of Payment.**

- (a) The City shall pay the Contractor \_\_\_\_\_ 2014.
- (b) The City shall pay the Contractor in equal quarterly installments, in advance.
- (c) The Contractor shall be required to provide and pay for all consumable supplies and equipment, including but not limited to, food, cat litter, body bags, leashes, cleaning materials, paper, and medicines. The Contractor shall pay for veterinary care, and all utilities, with the exception of sewer and water services.
- (d) The City shall provide the facility, license forms, dog license tags, and one telephone line.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this \_\_\_\_ day of \_\_\_\_\_ 2012.

**CITY OF KODIAK**  
710 Mill Bay Road  
Kodiak, AK 99615

**HUMANE SOCIETY OF KODIAK**  
P. O. Box 8783  
Kodiak, AK 99615

\_\_\_\_\_  
Aimée Kniazowski, City Manager

\_\_\_\_\_  
Karen Yashin, President

Attest:

Witness:

\_\_\_\_\_  
Debra L. Marlar, City Clerk