

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Enter into a 2013-2015 PAWS Animal Sheltering Services Contract
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	John Norris, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion

**PROBLEM/ISSUE STATEMENT:**

On June 25, 2012, the Council approved the Regional Animal Services of King County (RASKC) interlocal agreement for animal control services. Included in the agreement was an acknowledgement that Shoreline would continue to contract with the Progressive Animal Welfare Society (PAWS) for the sheltering of dogs and cats. The City's current contract with PAWS expires at the end of this year, and staff recommends the City enter into a new service contract with PAWS for the years 2013 through 2015 to align with the same term as the City's contract with RASKC.

**FINANCIAL IMPACT:**

Staff is estimating that the total cost for the 2013-2015 contract will be \$100,500. This is based on an average number animal intakes of 201 per year (three year average of 2010, 2011 and estimated 2012 PAWS usage) and intake fee rates as outlined in the contract. The intake fee for 2013 and 2014 will be \$165 per animal (an increase of \$5.00 over the current intake fee of \$160 per animal) and the 2015 intake fee will be inflated by either 2.5% or the June to June Seattle-Bellevue-Tacoma Consumer Price Index, whichever is greater. If a 3.00% cost inflator is used for 2015, the intake fee rate would be \$170 per animal.

To provide enough budget authority for this service in case actual usage is higher than currently estimated, the 2013-2015 service contract will have a 'do not exceed' amount of \$120,000. It should be noted however that the actual financial impact of these costs on the City's General Fund will depend on how much license fee revenue is collected to help offset this contract and RASKC interlocal agreement costs.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to execute the 2013-2015 Animal Sheltering Services contract with PAWS.

Approved By: City Manager **JU** City Attorney **IS**

**INTRODUCTION:**

On June 25, 2012, the Council approved the Regional Animal Services of King County (RASKC) interlocal agreement for animal control services. Included in the agreement was an acknowledgement that Shoreline would continue to contract with the Progressive Animal Welfare Society (PAWS) for the sheltering of dogs and cats picked up in Shoreline.

The initial contract that the City signed with PAWS was for eight months beginning May 1, 2010 and ending December 31, 2010. This eight month contract was entered into at PAWS' request, as the short duration helped them understand what the impacts of a new municipal contract would be on their organization. The City then entered into a two year contract extension with PAWS, which will expire on December 31, 2012. As the City's purchasing ordinance requires that contract services in excess of \$50,000 be approved by the City Council, staff recommends Council authorize the City Manager to enter into a new service contract with PAWS for the years 2013 through 2015 to align with the same term as the City's new contract with RASKC.

**SERVICE PROCUREMENT:**

Although the City's purchasing ordinance requires that contractual services typically go out to bid if the cumulative cost of a contract exceeds \$50,000, a Request for Proposals (RFP) was not issued for this service contract. Staff requested that the RFP process be waived for this contract given the contingency of contracting with PAWS in the RASKC interlocal agreement and given that PAWS is the only local animal shelter service provider that can meet both the City's and RASKC's needs. Given these considerations, City Finance staff and the City Manager approved this waiver.

**PROPOSED CONTRACT SCOPE OF WORK:**

Staff has negotiated a service contract with PAWS that is very similar to the contract that was entered into with PAWS in 2010. The term of the contract is three years, as noted earlier, and begins on January 1, 2013. The proposed Scope of Work of this contract is attached to this staff report as Attachment A. The scope of work outlines the services that will be provided by PAWS, the compensation paid by the City for these services, which are outlined in the financial impact section of this report, and other considerations regarding the City's partnership with PAWS.

**FINANCIAL IMPACT:**

Staff is estimating that the total cost for the 2013-2015 contract will be \$100,500. This is based on an average number animal intakes of 201 per year (three year average of 2010, 2011 and estimated 2012 PAWS usage) and intake fee rates as outlined in the contract. The intake fee for 2013 and 2014 will be \$165 per animal (an increase of \$5.00 over the current intake fee of \$160 per animal) and the 2015 intake fee will be inflated by either 2.5% or the June to June Seattle-Bellevue-Tacoma Consumer Price Index, whichever is greater. If a 3.00% cost inflator is used for 2015, the intake fee rate would be \$170 per animal.

The following tables outline this usage and cost and provide the total estimated cost:

<b>Average PAWS Shelter Usage</b>			
<b>PAWS 2010 Annualized Total Charged Intakes</b>	<b>PAWS 2011 Total Charged Intakes</b>	<b>PAWS 2012 Estimated Charged Intakes</b>	<b>3-year Average Shoreline Charged Intakes</b>
233	162	207	201

<b>2013-2015 Estimated PAWS Cost</b>						
<b>2013 Rate</b>	<b>2013 Estimated Cost</b>	<b>2014 Rate</b>	<b>2014 Estimated Cost</b>	<b>2015 Estimated Rate</b>	<b>2015 Estimated Cost</b>	<b>Total 2013-2015 Cost</b>
\$165	\$33,165	\$165	\$33,165	\$170	\$34,170	<b>\$100,500</b>

To provide enough budget authority for this service in case actual usage is higher than currently estimated, the 2013-2015 service contract will have a ‘do not exceed’ amount of \$120,000. It should be noted however that the actual financial impact of these costs on the City’s General Fund will depend on how much license fee revenue is collected to help offset this contract and RASKC interlocal agreement costs.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to execute the 2013-2015 Animal Sheltering Services contract with PAWS.

**ATTACHMENTS:**

Attachment A: Proposed 2013-2015 PAWS Service Contract Scope of Work

# Attachment A

## Proposed 2013-2015 Progressive Animal Welfare Society (PAWS) Service Contract Scope of Work

### 1. Services Provided

PAWS shall independently provide the following services to the City:

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction).
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner can not be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Shoreline Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, and City ordinances upon execution of this Agreement and shall provide PAWS at least thirty (30) days notice prior to the proposed adoption of any amendments to such policies, procedures or ordinances affecting PAWS' performance under this Agreement.
  - A. If any animal is brought to PAWS by a City official or a Shoreline Animal Control Officer and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
  - B. PAWS will hold unlicensed stray dogs and cats for a period of seventy two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively identified by a City official or a Shoreline Animal Control Officer or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that

their licensed dog or cat has been impounded, unless notification has already been done by a City official or a Shoreline Animal Control Officer, and PAWS has been provided evidence of such notification. Such notice may be based on information provided by the City in accordance with the City's Animal Control policies and procedures. PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D of this Scope of Work.

- C. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW 16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not redeemed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and redeemed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City, where such notice has been provided by the City to PAWS, shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Shelter Manager shall have the authority to make such determinations.
- I. The Shelter Manager can decline owned animals that need to be placed on "bite quarantine" if a City Official or a Shoreline Animal Control Officer approves that the animal can remain at the owner's house or be housed at a boarding facility, such as a veterinary office, at the owner's expense.

## **2. Compensation**

In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$165.00 for each animal brought to PAWS from the City's jurisdiction for the years 2013 and 2014. For the year 2015, the \$165.00 intake fee rate will be increased by either 2.5% or the June to June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

For animals that are brought to PAWS by City officials or Shoreline Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.E of this Scope of Work, PAWS will attempt to recover the intake fee from the animal's owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Shoreline and brought to PAWS by a City Official or a Shoreline Animal Control Officer.

PAWS may also charge the City a per day fee of Fifteen Dollars (\$15.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of this Scope of Work. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

The above mentioned payment shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of this Scope of Work. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period of at least three (3) years after completion of this Agreement by PAWS.

PAWS will retain any adoption fees collected for animals that were not claimed during the applicable holding period and became the property of PAWS pursuant to Section 1.G.

### **3. Representations**

PAWS represents and warrants that it has the requisite training, skill and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

### **4. Property and Confidential Information**

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure unless:

- The information is in the public domain at the time of disclosure by PAWS;
- The information is also received by PAWS from a third party who does not have an obligation to keep the same confidential; or
- The information is subject to court order or lawfully issued subpoena.

### **5. Collaboration**

The City and PAWS may collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs. The City may continue to support the community's movement to a safer and more humane environment by participating with PAWS as follows:

- The City may continue to ensure that information on lost/found pets and licensing information is presented on the City website, including appropriate links to PAWS and animal control providers.
- The City may work with PAWS to be visible in the community through appropriate and available city events and educational information.
- The City may sponsor an annual “license and microchip day” event. If conducted, PAWS would be responsible for performing the microchipping of cats and dogs at this event at their shelter facility under the supervision of a licensed veterinarian. The City would bear the costs of the microchips for City residents. The City would promote the event encouraging pet owners to get their pet licensed and microchipped on the same day.
- The City may sponsor an annual low-cost “spay and neuter” day at PAWS which focuses on the prevention of litters and reduces free-roaming cat populations. As a sponsor of this event the City would promote the event encouraging low-income pet owners to get their pet spayed/neutered.