

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Contract with PAWS in an Amount Not to Exceed \$175,000 for Animal Sheltering Services for 2018-2022
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City's current agreement with Progressive Animal Welfare Society (PAWS) for animal sheltering services (Attachment A), which covered the years 2013 through 2015, was extended in 2015 to provide coverage from 2016 through 2017 (Attachment B). The proposed scope of work for the new contract (Attachments C) would cover the City for animal sheltering services from 2018 through 2022. The proposed contract's initial term is two years with three automatic one-year extensions for a total possible contract life of five years.

If approved, the proposed contract with PAWS would align with the first term of the recently-executed agreement with Regional Animal Services of King County (RASKC) which provides animal services (licensing, animal control, and back-up shelter services) for the City as well as 24 other contract cities and unincorporated King County. The total life of that agreement is 15 years. Council authorized its execution on May 22, 2017.

RESOURCE/FINANCIAL IMPACT:

The proposed contract includes a not-to-exceed amount of \$175,000. Based on historical data over the last five years, this amount should cover costs for the life of the contract.

The cost structure of the proposed contract is based on usage. The City receives a monthly invoice for animals that are taken in within the City's limits. From 2012-2016, PAWS has taken in an average of 15 dogs and cats per month, or an average of 180 annually. During the first year of the contract (2018), the City will be billed \$186 per intake. For each subsequent contract year, that rate will increased by either 2.5% or the June-to-June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. If a 3.00% CPI-U inflator is used for 2019, the intake fee rate would be \$192 per animal. The intake fee will not exceed \$225 for the life of the agreement.

For reference, the historical intake fees and the proposed rate for 2018 are below:

PAWS Intake Fees					
	2014	2015	2016	2017	2018
Fee per animal intake	\$165	\$170	\$175	\$180	\$186

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute the proposed 2018-2022 Animal Sheltering Services contract with PAWS in an amount not to exceed \$175,000.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

Shoreline has contracted with PAWS for animal sheltering services beginning 2010 and executed several similar contracts since then. The initial contract that the City signed with PAWS was for eight months beginning May 1, 2010 and ending December 31, 2010. The City then entered into a two year contract extension with PAWS, which expired at the end of 2012. A three year contract, covering 2013-2015 was executed, then extended for two additional years to cover 2016 and 2017.

Though PAWS is the City's primary animal shelter provider, the current agreement with King County for animal services also includes provisions for shelter services under certain circumstances. King County may provide animal shelter services in emergency circumstances and when the PAWS shelter is not available. King County also provides shelter services for animals other than dogs and cats, whereas PAWS provides shelter services only for dogs and cats. Included in shelter services provided by King County are necropsy services when an animal death is being investigated.

If the City executes the proposed contract with PAWS for animal shelter services, the City's current agreement with RASKC would not be affected. The proposed contract with PAWS would align with the first term of the recently-executed agreement with RASKC. The staff report and materials for the May 22, 2016 Council meeting during which execution of the RASKC agreement was authorized can be found on the City's website, here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport052217-7c.pdf>.

DISCUSSION

Although the City's purchasing rules require 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 that PAWS is the only local animal shelter service provider that can meet both the City's sheltering needs and is in close proximity to the City. Given these considerations, the City Manager approved this waiver.

Staff has negotiated a service contract with PAWS that is very similar to previous contracts. The proposed contract's initial term is two years with three automatic one-year extensions for a total possible contract life of five years. The proposed Scope of Work of this contract is attached to this staff report as Attachment C.

The key terms of the proposed contract with PAWS are:

- **Term**: First term of two years, covering 2018-2019, with three automatic one-year extensions for a total possible contract life of five years, potentially providing coverage through 2022.
- **Insurance**: Standard insurance provisions are included in this section, including \$1,000,000 per claim and \$1,000,000 policy aggregate of Professional Liability, Errors, or Omissions coverage; no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate of Commercial General Liability; not less than

\$1,000,000 of Automobile Liability; and no less \$1,000,000 each occurrence and \$1,000,000 aggregate of Umbrella Liability.

- Exhibit A (Scope of Work) to the Proposed Contract:
 - PAWS will provide the same animal sheltering services as are provided today, including sheltering of dogs and cats, veterinary services and termination.
 - PAWS will notify owners when possible.
 - Animal owners will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. 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. The City will be billed for services on a monthly basis.
 - The City and PAWS may collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs.

RESOURCE/FINANCIAL IMPACT

The proposed contract includes a not-to-exceed amount of \$175,000. Based on historical data over the last five years, this amount should cover costs for the life of the contract.

The cost structure of the proposed contract is based on usage. The City receives a monthly invoice for animals that are taken in within the City's limits. From 2012-2016, PAWS has taken in an average of 15 dogs and cats per month, or an average of 180 annually. During the first year of the contract (2018), the City will be billed \$186 per intake. For each subsequent contract year, that rate will increased by either 2.5% or the June-to-June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. If a 3.00% CPI-U inflator is used for 2019, the intake fee rate would be \$192 per animal. The intake fee will not exceed \$225 for the life of the agreement.

For reference, the historical intake fees and the proposed rate for 2018 are below:

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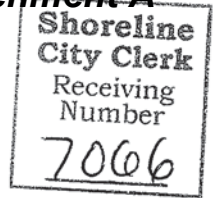
RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute the proposed 2018-2022 Animal Sheltering Services contract with PAWS in an amount not to exceed \$175,000.

ATTACHMENTS

- Attachment A: Contract with PAWS for Animal Sheltering Services (Covering January 1, 2013 through December 31, 2015)
- Attachment B: Extension to Contract with PAWS for Animal Sheltering Services (Covering January 1, 2016 through December 31, 2017)

Attachment C: Proposed Scope of Work for 2018-20222 Contract with PAWS for Animal
Sheltering Services



Contract No. 7066
Brief Description: Animal Sheltering

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and the Progressive Animal Welfare Society, Inc., hereinafter referred to as the "PAWS."

WHEREAS, the City desires to retain the services of a vendor for Animal Shelter services, and

WHEREAS, the City has established by ordinance regulations regarding animals within the City limits, and

WHEREAS, the City has contracted with PAWS from May 2010 through the end of 2012 for Animal Shelter services, and

WHEREAS, the City has entered into a new three year contract with Regional Animal Services of King County, and in that contract, the City has agreed to continue to contract with PAWS to help alleviate capacity concerns at the King County Pet Adoption Center (animal shelter), and

WHEREAS, the City has selected PAWS to continue to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by PAWS.

PAWS shall perform the services outlined in Exhibit A. In performing these services, PAWS shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$120,000, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay PAWS for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. PAWS shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. PAWS shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence January 1, 2013 and end at midnight on the 31st day of December, 2015.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving sixty (60) days notice to PAWS in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by PAWS pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, PAWS shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due PAWS. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. PAWS reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If, upon written notice from PAWS that PAWS is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Management of Documents.

- A. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- B. PAWS shall preserve the confidentiality of all City documents and data accessed for use in PAWS' work product.
- C. PAWS agrees to provide the City with all Shoreline-related documents responsive to public records requests received by the City.

6. Independent Contractor Relationship.

- A. PAWS is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between PAWS and the City during the period of the services shall be that of an independent contractor, not employee. PAWS, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, PAWS shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and PAWS shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by PAWS is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PAWS or any employee of PAWS.

7. Hold Harmless.

PAWS shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of PAWS, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or intentional acts of the City.

The City shall defend, indemnify, and hold PAWS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the City, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or intentional acts of the PAWS.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, PAWS shall not give a gift of any kind to City employees or officials.

9. Insurance.

PAWS shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PAWS' insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of PAWS' insurance (except for professional liability insurance); and 2) PAWS' insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves PAWS use of motor vehicles.

10. Delays.

PAWS is not responsible for delays caused by factors beyond PAWS' reasonable control. When such delays beyond PAWS' reasonable control occur, the City agrees PAWS is not responsible for damages, nor shall PAWS be deemed to be in default of the Agreement.

11. Successors and Assigns.

Neither the City nor PAWS shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

12. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, gender identity or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, sexual orientation, gender identity or the presence of any sensory, mental or physical handicap.

13. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City of Shoreline:

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

PAWS:

Director of Companion Animal Services
Progressive Animal Welfare Society, Inc.
PO Box 1037
Lynnwood, WA 98046
(425) 412-4029

14. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any dispute arising out of any alleged breach of this Agreement shall first be submitted to non-binding mediation for resolution. If the dispute is not resolved in mediation, the dispute shall be subject to mandatory and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Venue of any such proceeding shall be in King County, Washington.

15. General Administration and Management.

The City's contract manager shall be: John Norris, CMO Management Analyst.

16. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid

and binding upon the City and PAWS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

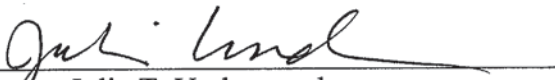
This agreement is executed by

CITY OF SHORELINE

PAWS

By:

By:

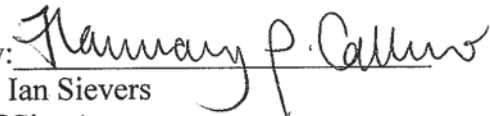

Name: Julie T. Underwood
Title: City Manager


Name: Annette Laico
Title: Executive Director

Date: 12/18/12

Date: 12/11/12

Approved as to form:

By: 
for Ian Sievers
City Attorney

Attachments: Exhibits A, B, W-9 (Request for Taxpayer Identification Number and Certification)

EXHIBIT A

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.
- D. 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.
- E. 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.

- F. 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.

EXHIBIT B

**CITY OF SHORELINE
BILLING VOUCHER**

17500 Midvale AVE N, Shoreline, WA 98133-4905 v (206) 801-2700 v Fax (206) 546-7870

Contract No. 7066

Firm Name: Progressive Animal Welfare Society, Inc.
Mailing Address: PO Box 1037, Lynnwood WA 98047

Invoice No.: _____	Invoice Date: _____
Amount of Invoice: \$ _____	

Contract Expiration Date: December 31, 2015 Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount (including amendments)	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____	Date: _____
City of Shoreline	

Request for Services Waiver RFP Process

Project: Animal Sheltering
Services to be Rendered: Animal Sheltering
Anticipated Cost of Services: \$150,000
Desired Consultant: Progressive Animal Welfare Society (PAWS)

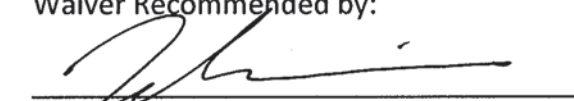
All service contracts that have an estimated cost in excess of \$50,000 must use a formal Request for Proposal (RFP) process. The SMC 2.60.070 Services, Section D.2.b allows the City Manager to waive the formal RFP process when one or more of the following criteria are met:

- Costs of delay in using an RFP process are likely to outweigh savings and higher quality performance expected from the RFP process.
- It can be demonstrated that specialized expertise, experience or skill is needed for a successful outcome and outweighs potentially lower price proposals.
- The selected consultant has previously provided satisfactory service to the City related to this specific project, and has the qualifications to perform the Scope of Work.

Check the appropriate criteria and **provide a brief explanation** for the request and how the criteria has been met. If appropriate, provide examples of previous consultant work, etc.

Explanation:
See attached memo

Waiver Recommended by:



 (John Norris) Department Director

11-19-12

 Date

Waiver Approved by:



 City Manager

12/18/12

 Date

NOTE: This waiver is for the selection process only; all contracts in excess of \$50,000 require City Council approval.



Memorandum

DATE: September 18, 2012

TO: Janet Bulman, Acting Purchasing Officer

FROM: John Norris, Management Analyst

CC: Robert Hartwig, Finance Director
Patti Rader, Finance Administrator

RE: Animal Sheltering Procurement

Problem/Issue Statement

On April 20, the City of Shoreline entered into an eight month contract with the Progressive Animal Welfare Society (PAWS) for animal sheltering services, which expired December 31, 2010. This includes the sheltering of dogs and cats at facilities operated by PAWS, releasing animals to their 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 and destruction). Subsequent to contract expiration, the Council extended the contract with PAWS for two additional years until December 31, 2012. In order to move forward with this contract extension, staff received an exemption from the City's RFP process.

Given that the City is interested in entering into a new three year contract with PAWS for the years 2013 through 2015, staff will recommend a service contract for Council's consideration and approval with a \$120,000 do not exceed amount. As in 2010, staff is again requesting that the RFP process be exempted for this service contract, as PAWS is the only appropriate contractor to provide animal sheltering services for the City. The following memo outlines the reasons why this is the case.

Background

Since incorporation, the City of Shoreline has received animal control services through an interlocal agreement with the Regional Animal Services of King County (RASKC). In June 2012, the City entered into a new interlocal agreement with RASKC for continuation of this service for the years 2013 through 2015. As part of the RASKC interlocal agreement, cities in north King County (Shoreline, Lake Forest Park, Kenmore, and Woodinville) were asked to continue to contract with PAWS for animal shelter services. This request was made by the County to continue to help

manage capacity issues at the RASKC Animal Shelter in Kent. This stipulation that north King County cities would utilize the PAWS shelter is stated directly in the new RASKC Interlocal Agreement.¹

PAWS, which is about a 20 minute drive north of Shoreline in Lynnwood, is a non-profit community shelter partner that shelters homeless animals, rehabilitates injured and orphaned wildlife, and provides community education and legislative action on animal welfare and care issues. PAWS was founded in 1967 and has a vision of being the leading voice for animals in Washington State and a recognized leader in the nation for their progressive outreach and education programs, legislative work, and premier wildlife rehabilitation and companion animal services.

Through staff investigation of the shelter providers in the area, PAWS seems to have achieved their vision and has consistently ranked as a model service provider and organization. PAWS has an excellent reputation in the animal control and animal welfare communities, and also has experience contracting with municipalities for shelter services. Additionally, PAWS has provided us preliminary rate information for use of their shelter, which although not final, are extremely competitive with the other providers.

RFP Waiver Criteria

As is noted on the Request for Services Waiver-RFP Process form, SMC 2.60.070, Section D.2.b, allows the City Manager to waive the formal RFP process when certain criteria are met. The following criteria apply to animal sheltering services contract with PAWS:

- It can be demonstrated that specialized expertise, experience or skill is needed for a successful outcome and outweighs potentially lower price proposals.
- The selected consultant has previously provided satisfactory service to the City related to this specific project, and has the qualifications to perform the Scope of Work.

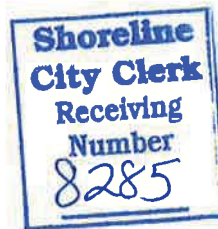
Given that north King County cities were asked to continue to contract with PAWS for animal shelter services as part of the RASKC interlocal agreement, the north King County cities and the County agreed that PAWS provides specialized expertise and experience in providing animal shelter services. As well, PAWS has provided this service for north King County cities under the terms of a RASKC interlocal agreement for over two years. PAWS has provided more than satisfactory service and has the qualifications to perform the Scope of Work of a future service contract.

Additionally, there are very few animal shelter providers in the Puget Sound region. Currently, there are six full service animal shelters in existence – PAWS, the RASKC Animal Shelter, the Seattle Animal Shelter, the Seattle Humane Society Shelter in Bellevue, the Humane Society for Tacoma and Pierce County, and the Everett Animal Shelter. Of these six providers, only the RASKC, Everett and PAWS animal shelters are available for use by the City of Shoreline. Although the City of Shoreline was approached by the Everett Animal Shelter about potential contract possibilities, it was quickly determined this was not a feasible solution, given that RASKC animal control officers were not willing to drive to Everett to drop off stray animals that were picked up in Shoreline.

¹ Exhibit A, Part II, Section 3 of the RASKC Interlocal Agreement; City Clerk Receiving #6921.

Conclusion

Based on this information, it is staff's recommendation to exempt the 2013-2015 PAWS contract from the City's RFP process. Animal sheltering is a type of service only offered by a handful of providers in the region. Furthermore, RASKC requested that Shoreline and other north King County cities contracting with them continue to contract with PAWS so that the systemic animal sheltering capacity can be expanded. This stipulation was written into the current RASKC interlocal agreement in order to memorialize this added capacity.



**FIRST AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER: 7066)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and the Progressive Animal Welfare Society, Inc. (PAWS) on December 11, 2012; and

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit: amending the term to include an extension covering 2016 and 2017 and establishing an 'Apprehension Fee Mitigation Fund'; amending the compensation section of the agreement's scope of work;

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:** The City and Progressive Animal Welfare Society, Inc. (PAWS) entered into an agreement on December 11, 2012 identified as: Shoreline City Clerk's Receiving No.7066. The parties hereby amend that agreement.
2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s):

Term: The term of this contract is extended from January 1, 2016 to December 31, 2017; and

'Apprehension Fee Mitigation Fund':

City of Shoreline Staff will include in the City's Proposed 2016 and 2017 annual budgets \$1,500, totaling \$3,000, be allocated toward reducing or fully covering the pet owner's cost of the intake fee as established in the agreement for animals brought to PAWS by City officials or Animal Control Officers. PAWS will continue to 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 may be covered by funds in the Apprehension Fee Mitigation Fund. PAWS may, at its discretion and in good faith, allocate a maximum of the full cost of the intake fee considering the following requirements:

1. Funds from the Apprehension Fee Mitigation Fund will only be allocated to offset costs of the intake fee for animals brought to PAWS by City officials or Animal Control Officers. PAWS may allocate a maximum of \$1,500 toward this cause for 2016 and 2017 each, not to exceed a total of \$3,000. The City will remit payments for a maximum of \$1,500 for 2016 and 2017 each.

2. Once a pet-owner has been allocated any amount of funds to offset the costs of the intake fee for animals brought to PAWS by City officials or Animal Control Officers, they may not receive any additional funds for this purpose for the remainder of the calendar year.

3. PAWS will submit, with each monthly bill, an invoice for any funds allocated toward offsetting intake fee for animals brought to PAWS by City officials or Animal Control Officers, the animal ID number, animal name, primary breed, intake type, time and date of intake, and the owner's name and address.

Attachment B

4. PAWS shall not bill the City for costs for reducing or fully covering the pet owner's cost of the intake fee if funding for such is not included in the City's Adopted 2016 and 2017 Budgets.

Compensation:

For 2016, the intake fee will be \$175. For 2017, the intake fee rate will be increased by either 2.5% or the June 2015 to June 2016 Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the 7th day of October, 2015.

CITY OF SHORELINE

Debbie Tarry
Name: Debbie Tarry
Title: City Manager

CONSULTANT - PAWS

Kay Joubert
Name: KAY JOUBERT - PAWS
Title: Director of Companion Animal Services

Approved as to form:
[Signature]
Shoreline City Attorney

**2018-2022 PAWS Animal Shelter Services 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). PAWS may, at its discretion, decline to provide disposal services for residents of the City when the deceased animal in question is owned by the resident or his/her immediate family, and/or has been euthanized by a private veterinarian.
- 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 cannot 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 request 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.
- D. 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.
- E. 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. Attempts of notification shall be made either by telephone and/or US mail, using

the information provided on the pet's licensing record or as otherwise provided by the City or King County Animal Control 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.

- F. 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 claimed 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 claimed 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. Persons adopting animals brought to PAWS and otherwise subject to the provisions of this Agreement will be solely responsible for paying all reasonable fees and costs charged by PAWS for its care and sheltering of the animal, in addition to applicable licensing fees, microchipping charges or other fees that PAWS, in its discretion may charge.
- I. 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.
- J. 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

- A. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$186.00 for each animal brought to PAWS from the City's jurisdiction for 2018. For the year 2019, the \$186.00 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.

If the Agreement is renewed beyond December 31, 2019 as stated in Section 3 Term, the compensation shall be adjusted for each Renewal Term based on the Seattle-Tacoma-Bremerton Consumer Price Index (CPI) for Urban Wage Earners. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year to the Renewal Term. In the event that the CPI index decreases, the compensation shall remain unchanged and any successive Renewal Term's adjustment shall be based on the most recent June 30th CPI index value which yielded a positive adjustment. In the event the CPI index increases over five percent (5%), for any given Renewal Term, the adjustment shall be limited to five percent (5%). The intake fee will not exceed \$225 for the life of the agreement.

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.F 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 twenty dollars (\$20.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.F. 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.

The City agrees to monitor submitted invoices so that when PAWS is within \$5,000 of the maximum compensation amount of this agreement, the City shall notify PAWS in writing so that the parties may have time to amend the agreement if so desired.

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.