

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute Contract with the Progressive Animal Welfare Society (PAWS) for Animal Sheltering Services for 2023-2027
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst
<b>ACTION:</b>	<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 the Progressive Animal Welfare Society (PAWS) for animal sheltering services will expire on December 31, 2022. The proposed contract and scope of work would provide animal sheltering services for the City from 2023 through 2027. If approved, the proposed contract would align with the last term of the interlocal 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 with PAWS includes a not-to-exceed amount of \$187,500. 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. During the first year of the contract (2023), the City will be billed \$227 per intake. For each subsequent contract year, that rate will increase by either 5% or the June-to-June Seattle-Bellevue-Tacoma CPI-U, whichever is less. The intake fee will not exceed \$276 for the life of the agreement.

**RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute the proposed 2022-2027 Animal Sheltering Services contract with PAWS.

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

## **BACKGROUND**

Shoreline has contracted with PAWS for animal sheltering services beginning in 2010 and has 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. When that contract expired, the City entered into a contract with an initial term of two years (2018-2019) with three automatic one-year extensions for a total contract through 2022.

Though PAWS is the City's primary animal shelter provider, the current agreement with the RASKC for animal services also includes provisions for shelter services under certain circumstances. RASKC may provide animal shelter services in emergency circumstances and when the PAWS shelter is not available. RASKC 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 RASKC 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 last term of the interlocal agreement with RASKC, which has been automatically extended. More information on the RASKC agreement can be found here: [May 22, 2016, staff report on Authorizing the City Manager to Execute an Interlocal Agreement with Regional Animal Servicers of King County for 2018-2022.](#)

## **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, Administrative Services staff and the City Manager approved this waiver.

Staff has negotiated a service contract with PAWS that is very similar to previous contracts. The proposed Scope of Work is attached to this staff report as Attachment A.

The key terms of the proposed contract with PAWS are:

- **Term**: The proposed contract's term is five years, covering 2023-2027.
- **Insurance**: Standard insurance provisions are included in this section, including \$2,000,000 per claim and \$2,000,000 policy aggregate of Professional Liability coverage; no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate of Commercial General Liability; and not less than \$1,000,000 of Automobile Liability.

- Scope of Work:
  - 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 \$187,500. 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. During the first year of the contract (2023), the City will be billed \$227 per intake. For each subsequent contract year, that rate will increase by either 5% or the June-to-June Seattle-Bellevue-Tacoma CPI-U, whichever is less. The intake fee will not exceed \$276 for the life of the agreement.

### **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute the proposed 2022-2027 Animal Sheltering Services contract with PAWS.

### **ATTACHMENTS**

Attachment A: Scope of Work for PAWS Contract for Animal Sheltering Services

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). 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 their immediate family, and/or has been euthanized by a private veterinarian.
- B. PAWS shall provide veterinary care at the discretion of PAWS' Sr. Director of Wildlife, Companion Animal, and Education Services or, in their absence, their 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 \$227.00 for each animal brought to PAWS from the City's jurisdiction for 2023. For each subsequent year, the intake fee rate shall be adjusted 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 30<sup>th</sup> 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 30<sup>th</sup> 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 \$276 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 provide the City with an annual report by January 30 of each year with a total number of cats, a total number of dogs, and a total number of other animals sheltered on behalf of the City for the prior year.

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.