

**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Discussion on Animal Control Services for Burien		<b>Meeting Date:</b> April 4, 2011
<b>Department:</b> City Manager	<b>Attachments:</b> 1. Draft Animal Control Services contract	<b>Fund Source:</b> General Fund
<b>Contact:</b> Jenn Ramirez Robson, Management Analyst		<b>Activity Cost:</b> N/A
<b>Telephone:</b> (206) 439-3165		<b>Amount Budgeted:</b> \$125,000 <b>Unencumbered Budget Authority:</b> N/A
<b>Adopted Initiative:</b> Yes    No    X	<b>Initiative Description:</b>	
<p><b>PURPOSE/REQUIRED ACTION:</b> The purpose of this agenda item is to introduce the successful respondent to the City’s Request for Proposals for animal control services. No action is necessary. Councilmember Block has proposed bringing this service in house; if council agrees then a motion would be in order directing the city manager to do so.</p> <p><b>BACKGROUND (Include prior Council action &amp; discussion):</b> In April 2010, the Burien City Council chose not to participate in King County’s proposed regional animal control system and directed staff to develop an alternative program. In June, the City Manager executed the animal control services contract between the City of Burien and Dr. Leslie Kasper, for sheltering and field services. In January, Dr. Kasper gave the City six months notice that she would no longer be providing animal control services for Burien. Staff then republished the request for proposals for providing animal control services in the City. The attached contract is a result of a proposal submitted to the City.</p> <p>Concurrently, staff investigated partnering for that service with our neighbors. The cities of SeaTac and Tukwila have contracts with Regional Animal Services of King County that expire in January 2013 but are interested in exploring alternatives when they do. Staff also reached out to King County but it declined saying that “...we (King County) are concerned about how serving Burien might impact our existing partner cities.... And... we would have a hard time trying to remain within your budget” to do so.</p> <p>The City of Des Moines budgeted \$121,000 in 2011 for animal control and has one in-house Animal Control Officer (ACO) that is part of their police department. Staff estimates there was an additional, one-time startup cost of \$70,000. The primary job duties for the ACO include patrolling for animals at large, investigating animal-related complaints, preparing cases for court, and ensuring that animal owners comply with municipal ordinances. The Des Moines program does not provide for sheltering beyond the mandatory 3-day hold period for strays. The Burien contract provides for a similar level of field services and sheltering but it does provide the opportunity for a contractor to create a more comprehensive sheltering and adoption program should they wish to do so. It is our understanding that the proposed contractor intends to provide community outreach and educational programs and animal placement services in addition to the basic animal control services they would provide as stated in the contract.</p> <p><b>OPTIONS (Including fiscal impacts):</b></p> <ol style="list-style-type: none"> <li>1. This is an informational item; no council action is necessary.</li> <li>2. Direct the city manager to explore a different alternative</li> </ol>		
<b>Administrative Recommendation:</b> The city manager intends to proceed as previously directed and execute a contract with Community Animal Resource Education Society unless council directs otherwise.		
<b>Committee Recommendation:</b> n/a		
<b>Advisory Board Recommendation:</b> n/a		
<b>Suggested Motion:</b> none required		
Submitted by: <b>Administration</b> _____ <b>City Manager</b> _____		
<b>Today’s Date:</b> March 29, 2011		<b>File Code:</b> \\File01\records\CC\Agenda Bill 2011\040411cm-1 animal control.docx



## **2011 – 2014 CONTRACT FOR ANIMAL CONTROL SERVICES**

City of Burien and Community Animal Resource Education Society,  
dba Burien Animal Care and Control

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city hereinafter referred to as "the City", and Community Animal Resource Education Society, a non-profit corporation, dba Burien Animal Care and Control herein referred to as "the Contractor", whose principal office is located at 145 Southwest 153rd Street, Burien, WA 98166-2311.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, prior written approval is also required.
2. Compensation and Method of Payment. Payments shall be made by the City to the Contractor in the amount of \$ 10,000 per month. The total amount to be paid to the Contractor from May 1, 2011 through April 30, 2014 shall not exceed \$ 360,000. The Contractor shall complete and return Exhibit D, Taxpayer Identification Number, to the City on or before the execution of this Agreement.

With the monthly invoice, per the attached Billing Voucher (Exhibit B), shall be a monthly report of the past month's activities for which the invoice serves.

All funds received by the City to the Contractor under this agreement shall be used solely for the purposes of the non-profit organization.

3. Duration of Agreement and Contract Review. This Agreement shall be in full force and effect for a period commencing June 1, 2011 and ending April 30, 2014 unless sooner terminated under the provisions hereinafter specified. Due to the new nature of this contract, the contract

terms and services shall be reviewed by both parties no later than six months from the start date (by November 1, 2011) and periodically thereafter to determine if modifications to the scope of services and compensation are needed. Any changes shall be made in a written amendment to the contract.

4. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the City. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be employees of the Contractor only, and not employees of the City. The Contractor and City agree to the following rights consistent with an independent contractor relationship:

A. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

B. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.

C. The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; the City shall not hire or supervise any assistants to help Contractor.

D. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the skills necessary to perform the services required by this Agreement.

E. City shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the City is assessed, liable or responsible in any manner for those charges or taxes, the Contractor agrees to hold the City harmless from those costs, including attorney's fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City. The City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. City shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain adequate insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

6. Indemnification.

A. The Contractor agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Contractor, the Contractor's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

B. The City agrees to indemnify Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the City, the Cities employees, or agents in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

C. If negligence or willful misconduct of both the Contractor and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between the Contractor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

D. The Contractor hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Contractor agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

7. Insurance.

A. Commercial General Liability. The Contractor shall procure and maintain in full force throughout the duration of the Agreement commercial general liability insurance to cover

liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis and shall provide coverage for any and all costs, including defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include blanket contractual coverage, including coverage for this agreement as now or hereafter amended and specific coverage for the indemnity provisions set forth herein. Coverage must be written with the following limits of liability:

Bodily and Personal Injury & Property Damage

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate

- B. Professional Liability. In addition to the insurance provided for in Paragraph A above, the Contractor shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Contractor employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000.00 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include but not be limited to the provision of any services provided by any licensed professional.
- C. Comprehensive Auto Liability. In addition to the insurance provided for in Paragraph A and B above, the Contractor shall procure and maintain in full force Comprehensive Auto Liability insurance shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$1,000,000 per occurrence.

If the Contractor does not have the required insurance, the City may require it to stop operations until the insurance is obtained and approved.

Certificates of Insurance reflecting evidence of the required insurance and approved by the City's responsible Department Director or designee for the Comprehensive General Liability policies described above, shall be sent to the City. The certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least 30 days' prior written notice has been given to the City. Contractor and its insurers, through policy endorsement, shall waive their rights of subrogation against the City for all claims and suits. The certificate of insurance must reflect this waiver of subrogation rights endorsement.

Each insurance policy required pursuant to this Agreement shall be primary and non-contributing as respects any coverage maintained by the City and shall include an endorsement reflecting the same. Any other coverage maintained by City shall be excess of this coverage herein defined as primary and shall not contribute with it. The certificate of insurance must reflect that the above wording is included in all such policies.

Each insurance policy obtained pursuant to this Agreement shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial rating at all times during coverage of no less than rating of "A" and a class of "X" or better in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company, or such other financial rating or rating guide approved in writing by the City's risk manager. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

Commercial general liability insurance policies obtained pursuant to this Agreement by the Contractor or required by the Contractor from its vendors and subcontractors for events, shall name the City as an additional insured without limitation, pursuant to an endorsement approved of by the City's responsible Department Director or designee.

Certificates of coverage as required by Paragraphs A, B and C above shall be delivered to the City on or before the execution of this Agreement.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Reports - Printed Copies & Electronic Version: When reports are required to be submitted to the City pursuant to this agreement, Contractor will provide one printed copy to the City, and an electronic version. Said electronic version shall be submitted to the City in a computer format compatible with PC software programs in current use by the City (Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, Microsoft Publisher, Visio, AutoCAD, Adobe Acrobat).

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Contractor shall permit the City, State and Federal Agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all pertinent books and records of the Contractor and any other person or entity which has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply the City with, or shall permit the City to make, a copy of

any books and records and any portion thereof pertaining to work under this Agreement, upon the City's request. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any contract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.

11. Termination.

This Agreement in whole or in part may be terminated under the following conditions:

By written mutual agreement of both parties. Termination under this provision may be immediate.

- A. Upon six (6) months written notice by either party to the other of intent to terminate.
- B. For public convenience. The City may terminate this contract in whole or in part whenever the City determines in its sole discretion that such termination is in the interests of the City.
- C. Failure to comply with the conditions of this contract may be grounds for termination. Contractor will be allowed reasonable time to correct conditions not in compliance with Agreement. However, the City may terminate this contract on 60 days notice for documented performance failures.
- D. Upon 30 days notice by the Contractor, in the event of property loss of the leased premises or natural disaster preventing performance under this Agreement.
- E. Upon 30 days notice by the City in the event of a conviction of a crime committed by the Contractor or one of its agents in the course of performing under this Agreement.

If this Agreement is terminated by either party, the City agrees to pay to the Contractor all costs and expenses associated with services provided to the effective day of termination. Monies due and payable will be pro-rated based on the number of service days performed through the date of termination. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

Notwithstanding any termination hereunder, all requirements of this Agreement shall remain in full force and effect through the date of termination upon written notice from the City.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.

13. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

The Contractor will assume full responsibility for administering and managing all of its subcontractor(s). All City communications concerning any subcontractor will be directed to the Contractor.

14. Conflict of Interest.

A. Governmental. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.

B. Contractor. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes, regulations and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing work under this Agreement.

C. Contractor Employees. The Contractor further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any manner or degree, the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.

15. Standard of Services. Contractor agrees to perform services with that standard of skill and diligence normally provided by a professional organization in the performance of similar services. It is understood that the Contractor must perform the services based in part on information furnished by the City and that Contractor shall be entitled to rely on such

information. However, Contractor is given notice that the City will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services.

Additional standards of service requirements shall include, but not be limited to, the following:

- Maintain good customer service skills;
- Respond to city/resident requests related to animal control services;
- Maximize use of volunteers for animal control operations/adoption coordination;
- Maintain professional appearance; and
- Exercise professionalism with the public and public agencies.

Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement are in accordance with generally accepted practices for handling and treatment of animals and professional standards and requirements of this Agreement.

16. Prohibited Use of Funds. None of the funds, material, property or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Burien City council, the Washington State Legislature, the U.S. Congress, or any other legislative body.

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 amendments to this Agreement.

18. Notices. Administrative notices to the City of Burien shall be sent to the following address:

Jenn Ramirez Robson  
City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Telephone: (206) 439-3165  
E-mail: JenniferR@burienwa.gov

Legal notices shall be sent to the Burien City Clerk at the above address.

Notices to the Contractor shall be sent to the following address:

Name: Debra George, Community Animal Resource Education Society  
Title:  
Address: 145 Southwest 153rd Street  
Burien, WA 98166-2311

Telephone number: \_\_\_\_\_  
After Hours Emergency Number: \_\_\_\_\_  
Fax Number:  
E-mail:

19. City of Burien Business License. Contractor agrees to obtain a City of Burien business license prior to performing any work pursuant to this Agreement.

20. State of Washington Requirements. Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

21. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CITY OF BURIEN, WASHINGTON

COMMUNITY ANIMAL RESOURCE  
EDUCATION SOCIETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

#### **A. Enforcement of Animal Regulatory Laws**

The Contractor shall be fully responsible for taking animals into custody, transporting animals, investigating animal control complaints, and administering and enforcing animal control regulations, as set forth in the City's Municipal Code and the animal control provisions of the King County Code that have been adopted by the City. The responsibilities will include, but may not be limited to, the following:

1. Complaints and Referrals: The Contractor shall, within a minimum of one business day respond to all animal control complaints referred to it by the public, appropriate officers, health services or other entities where the complaints constitute violations of the Burien Municipal Code. Records shall be kept on each complaint, to include action(s) taken and disposition(s).

2. Apprehension: Apprehend and impound stray dogs. The Contractor shall follow the procedures in the City's animal control regulations and shall return the dog to the owner, if known, while the contractor is in the field and shall issue a written warning or notice of violation to the owner instead of impounding the animal for a first time offense. Subsequent offenses shall be impounded. Vicious animals at large must be impounded. Complete and accurate records of all apprehensions and impounds, including disposition of the animal, shall be maintained.

3. Secure evidence of suspected violators. Evidence shall be recorded, properly identified, and stored in a secure location until such time as the evidence is no longer required.

4. Distressed Animals: Animals in distress, including hardship cases, such as owner arrest or house fires, must be impounded. If a distressed animal cannot be safely impounded, it must be humanely euthanized immediately. The method of euthanization must be approved by the City.

7. Other Equipment: The Contractor shall have equipment available for hauling large animals and shall stock dog and cat traps, and cat carrying cases, for use by residents. A current and accurate inventory of all equipment shall be maintained.

Additionally, the Contractor shall have computer chip detection equipment to be able to detect and read computer chips in animals to assist in locating the owner.

8. Emergency Response: The Contractor for animal control services shall be available twenty-four (24) hours a day, seven (7) days a week, on an emergency response basis. Emergency response shall be for:

- a. Vicious animals, or animals wild or domestic that may reasonably constitute a hazard to persons or other animals or threaten public safety.
- b. Animals with life-threatening injuries.
- c. Hardship cases or law enforcement assistance matters.

9. Court Appearances: The Contractor may, on occasion, be required to appear in court in support of enforcement action. The Contractor shall not receive additional compensation for these appearances.

10. Special Assistance: From time to time special assistance may be required to respond to unique circumstances and/or animal care needs. Such special assistance or care shall be the responsibility of the Contractor.

11. Enforcement Authority: In accordance with Section A. 14 below, the Contractor is authorized to impound animals, issue notices of violation and/or corrective action, determine animals to be vicious and prescribe compliance requirements therefore, and take other enforcement measures as set forth in the City's animal regulatory ordinances, provided that only City police officers are authorized to issue criminal citations.

12. Reporting: The Contractor shall provide complete and accurate reports to the City pertaining to the enforcement activities.

13. Telephone/Fax/Email: All inquiries via telephone, fax or email must be answered during regular business hours and there must be a number or rotating contact whereby the contractor may be contacted 24 hours a day, seven days a week on an emergency response basis. All calls for service shall be logged and a disposition recorded.

14. Enforcement Officers: All of the Contractor's enforcement officers shall have and maintain current knowledge of the City's animal control regulations and shall be authorized by the City Manager to enforce said regulations by such measures as impounding animals, issuing notices of violations and/or corrective action, determining animals to be vicious and prescribing compliance requirements therefore, and taking other enforcement measures as set forth in the City's animal regulatory ordinances.

The Contractor's enforcement officers shall not issue criminal citations. Whenever evidence of an animal control violation is discovered that the enforcement officer or the City police department believes warrants criminal investigation and/or prosecution, the enforcement officer shall coordinate with the police department as necessary and appropriate, including providing the department with a written report and assisting with further investigation.

All of the Contractor's enforcement officers shall provide due process to animal owners in accordance with the City's animal control regulations, including but not limited to providing notice to owners of enforcement actions and appeal rights.

All of the Contractor's enforcement officers shall be suitably uniformed to present a clean, respectable image to the public and shall utilize techniques for dealing with the public in a professional manner.

All of the Contractor's enforcement officers shall be trained and receive continuing education in investigation, reports preparation, and issuance of notices of violation and/or corrective action. All enforcement officers shall also be trained and receive continuing education in methods of

animal control and handling procedures, in order to ensure officer safety, safety to the community, and the best possible handling of animals.

15. Cruelty Complaints: The Contractor shall respond to and provide resolution of complaints regarding animal cruelty. Whenever evidence of criminal animal cruelty is discovered, such complaints will be coordinated with the appropriate police agency for further investigation, along with a written report.

16. Activities Not Covered: The Contractor shall not generally be responsible for the following items:

- a. Removing dead animals from City roadways and rights-of-way.
- b. Responding to complaints or incidents involving wild animals, except where it is in the interest of public safety that the Contractor respond or to the extent of notifying the State Department of Fish and Wildlife.
- c. Rehabilitating and restoring to health animals that have been injured, neglected or abused beyond basic care needed to stabilize an animal during the impound period.

17. Records: The Contractor shall be required to develop its own record-keeping procedures and to maintain records of all animals it handles in the performance of the contract, which records shall at a minimum contain the following information:

- a. Description of the animal, including its breed, color, size, sex, disposition, where and how the animal was obtained, and the animal's owner if possible.
- b. Disposition of all complaints regarding animals.
- c. All dangerous or potentially dangerous animals and dog-bite incidents.
- d. All animals impounded, notices of violation issued, and the final disposition of such matters.
- e. Any additional information that may be required by the City through its regulatory ordinances.

The above-required information shall be available to the City on a monthly basis on approved forms as requested and shall be accessible to the City during normal business hours. Statistical information shall be provided monthly as required by the City.

18. Animal Transport Equipment: The Contractor shall be responsible for providing and maintaining sufficient patrol vehicles to carry out the enforcement activities of the contract. The patrol vehicles shall be conspicuously marked and identified, equipped with communication equipment and equipped in such a manner as to provide humane treatment for the animals transported. City owned equipment that the Contractor may utilize shall be returned to the City upon termination of this contract.

19. Random Patrol: In addition to providing the services indicated, the Contractor may be asked to provide random patrol as directed by the City.

## **B. Animal Shelter Facilities**

The Contractor shall provide animal shelter services for all animals for which impounding or quarantine is authorized or ordered by the City or Public Health-Seattle & King County for animals subject to the City's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statues, ordinances, rules and regulations and in conformity with established standards for humane animal care.

1. Shelter Hours: The Shelter or shelter representative shall be accessible for contact 24 hours a day, seven days a week on an emergency response basis. The animal shelter facility shall be opened to the public, with qualified staff on the premises, at least 40 hours each week, one day being Saturday, on a schedule approved by the City. The shelter will be closed on the following Holidays.

- a. Holiday Schedule
  - i. New Year's Day
  - ii. Memorial Day
  - iii. Independence Day
  - iv. Labor Day
  - v. Veterans Day
  - vi. Thanksgiving Day
  - vii. Christmas Day

2. Delivery of Animals: The Contractor shall provide a procedure whereby animals may be delivered to the shelter on a 24-hour basis.

3. Building: Contractor shall equip and organize the shelter to have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, quarantine facilities for biters or injured animals, which are not necessarily sick, and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition, and the Contractor will not permit any condition to exist that might constitute a public nuisance. The kennel shall comply with the best practices and/or professional shelter standards promoted by national animal welfare organizations, such as, but not limited to, the Humane Society for the United States (HSUS), American Humane Association (AHA), ASPCA or Association of Shelter Veterinarians. The facility site shall be operated in conformance with the local zoning regulations and shall comply with all Federal, State and local regulations. Contractor shall be familiar and comply with all State and City ordinances and shall be responsible for obtaining all necessary approvals, permits and business licenses from the City.

4. Acceptance and Care of Animals: The Contractor shall provide care and treatment to all animals held in custody consistent with industry standards. Adequate housing, food and water shall be provided and the shelter shall not be overpopulated.

5. Reunification: The Contractor must make all reasonable efforts to reunite animals with owners before euthanasia or adoption, which efforts shall include accessing current licensing records,

using contact information on owner provided tags worn by the animal, and scanning all animals to detect implanted computer chips.

6. Adoption: The Contractor shall be responsible for making every reasonable effort to prepare and present animals suitable for adoption by the public and to facilitate the same. Unclaimed animals will be made available for claim by City approved adoption agencies. The adoption process shall take place as determined by the City in consultation with the Contractor, and the process may include completion of an application or questionnaire to help verify the potential new owner is acceptable and gather information to match the new owner with an appropriate pet.

7. Inspection of Premises: The City, through its authorized representatives, shall have the right to enter upon and inspect the premises during regular business hours for the purpose of inspecting the facilities for the above-mentioned conditions.

8. Disposal of Unclaimed Animals: The Contractor shall provide for the adoption, transfer or humane disposal of unclaimed animals after holding them for a minimum period as follows:

- Licensed dog or cat: at least 120 hours after telephone contact by the Contractor or for at least two weeks after posting of the notification of impoundment by regular mail.
- Unlicensed animal: 72 hours from the time of impoundment.

Under no circumstances shall animals not adopted be sold for purposes of medical research or other activities without the consent of the City. The Contractor shall be responsible for maintaining animals beyond the minimum time as may be required for the completion of any judicial process or to the extent required by law.

9. Euthanasia: Arrange and/or provide for the humane euthanasia and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations and shall not subject such animals to any unnecessary pain. Euthanasia will be performed in an area isolated from the kennel and out of sight of visitors to the kennel. Euthanasia will be performed by certified technicians only. The manner of euthanasia must be approved by the City.

10. Records: The Contractor shall be required to develop its own record-keeping procedure and to maintain records of all animals brought into the shelter, which shall include information on:

- a. description of animal;
- b. reason it was brought in;
- c. who brought in the animal;
- d. from what location the animal was brought in;
- e. time frame of when animal brought in, how long it stayed, and when it was released, redeemed, adopted, or euthanized;
- f. fees collected;
- g. record of all adoptions with names and addresses of new owner; and
- h. record of licenses sold with names and addresses.

The above-required information shall be available to the City on a monthly basis on approved forms as requested and shall be accessible to the City during normal business hours. Statistical

information shall be provided monthly as required by the City. The City shall also receive records of all dangerous or potentially dangerous dog-bite incidents.

11. Equipment: The Contractor shall furnish all equipment and supplies used in performing the Contractor's obligations arising under this agreement, except equipment and supplies that the City will provide for start-up purposes. All equipment and supplies purchased pursuant to this agreement by Contractor shall be owned by the Contractor. All City owned equipment and unused supplies in Contractor's possession shall be transferred to the City within 30 days after the termination of this agreement.

12. Collect Fees: The Contractor shall be responsible for collecting appropriate impounding and boarding fees and submitting such to the City.

13. Licenses: The Contractor shall ensure that all animals released or adopted are properly licensed and vaccinated in accordance with City ordinances and shall remit license fees to the City.

14. Failure to Remit: Failure to remit records and/or fees on a monthly basis to the City can result in the City withholding service payment until resolved.

15. Audit Records and Reporting: The Contractor shall keep comprehensive records and submit regular reports to the City. All income and expenditures shall be recorded in accordance with generally accepted accounting principles. The financial records shall be subject to audit by the City at the time and place mutually convenient to the parties during the term and for a period of three (3) years thereafter. The Contractor understands that certain records may be subject to state mandated retention policies and public disclosure laws.

16. Periodic Review of Agreement: The City and the Contractor shall review the service levels and terms of this contract within six months from the start date of the agreement (by November, 2011) and periodically thereafter.

EXHIBIT B

Billing Voucher

To: City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Phone: (206) 241-4647  
FAX: (206) 248-5539

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Specific Program: \_\_\_\_\_

Contract period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

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BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Burien contract.

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*For Department Use Only*

Approved for Payment:

\_\_\_\_\_ Date: \_\_\_\_\_



