



City of Grand Island

Tuesday, June 24, 2008

Council Session

Item I5

#2008-178 - Consideration of Approving Contract for Animal Control Services

Staff Contact: Jeff Pederson

Council Agenda Memo

From: Administration
Meeting: June 24, 2008
Subject: Contract for Animal Control Services.
Item #'s: I-5
Presenter(s): Jeff Pederson, City Administrator

Background

The current five-year contract that the City has for animal control services expires September 30, 2008. On March 21, 2008 a Request for Proposals (RFP) for animal control and sheltering services was advertised in the Grand Island Independent and sent to a number of local animal care providers by the City of Grand Island.

Discussion

Three (3) proposals were opened on May 30, 2008 and reviewed by an evaluation team consisting of a member from administration, the legal department, and the finance department. Dr. James Kimbrough and Carole Kimbrough doing business as Grand Island Animal Services submitted the proposal that was chosen using evaluation criteria listed in the RFP. The scoring criteria was equally based on relevant experience, ability to perform the services, and cost. The work is to be performed for an annual fee as follows:

October 1, 2008 to September 30, 2009	\$249,850
October 1, 2009 to September 30, 2010	\$249,850
October 1, 2010 to September 30, 2011	\$262,343
October 1, 2011 to September 30, 2012	\$270,212
October 1, 2012 to September 30, 2013	\$278,319

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand.
The Council may:

1. Move to approve
2. Move to deny
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the award of proposal to Dr. James Kimbrough and Carole Kimbrough DBA Grand Island Animal Services.

Sample Motion

Move to award the animal control and sheltering contract to Dr. James Kimbrough and Carole Kimbrough DBA Grand Island Animal Services.

CONTRACT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made on _____, 20____, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as the “City” and GRAND ISLAND ANIMAL SERVICES, DR. JAMES E. KIMBROUGH, AND CAROLE M. KIMBROUGH, hereinafter referred to as the “GIAS”.

1. STATEMENT OF PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the GIAS shall administer and enforce the ordinances of the City pertaining to animals in accordance with the parties’ mutual objectives and principles.

2. GIAS’S DUTIES. In the performance of this Agreement, GIAS shall have the following duties:

a. GIAS shall furnish, maintain and operate an animal shelter with a vehicle, equipment, supplies and facilities to be utilized in connection with GIAS’s performance of this Agreement.

b. The animal shelter shall remain open during all normal business hours of GIAS which are hereby defined as Monday through Friday from 10:00 a.m. to 5:00 p.m., and Saturday from 9:00 a.m. to Noon, excluding holidays. GIAS shall maintain its business telephone and records at the animal shelter and shall provide all services related to this contract in a courteous and efficient manner.

c. GIAS shall maintain equipment and employ staffing sufficient to provide animal control and sheltering services within the city limits of Grand Island consistent with city code and GIAS’s proposal attached hereto and incorporated herein. At least one Animal Control Officer shall be on duty during all business hours of GIAS. An Animal

Control Officer shall respond to emergency calls at all times. Emergencies include, but are not limited to, bites, vicious strays, injured animals, assisting police and fire department personnel, cruelty cases, and suspected rabies cases. The name and telephone number of on-call officers shall be maintained with the Grand Island Emergency Center. GIAS shall employ the appropriate support and supervisory staff for the Animal Control Officers, including kennel workers, veterinarian or veterinary technician, and a manager.

GIAS shall notify the City any time that the staffing requirements of this contract are not met. If staffing is not maintained at sufficient levels, it shall constitute a breach of this Agreement.

d. At all times, GIAS will provide employees and equipment for emergency services such as bite cases, ill/injured domestic animal cases, potentially dangerous and dangerous animals as defined by the Grand Island City Code, and picking up and transporting animals that have been confined for bite/rabies investigation. Upon citizen request, GIAS shall provide contact information for appropriate agencies for animals governed by Federal Law and State Statutes.

e. GIAS shall investigate complaints concerning violations of the City's Animal Ordinances and shall take such steps as are necessary to administer and enforce said ordinances.

f. GIAS shall collect and properly dispose of small dead animals (except domestic livestock) found upon City streets, alleys, avenues or other property owned by or controlled by the City. In addition, non-domesticated small dead animals will be collected from private property upon request. Deceased domesticated animals will not be collected from private property.

g. GIAS shall collect and remove small domestic animals and animals found running at large within the corporate limits of the City in compliance with the Grand Island City Code and consistent with the attached proposal.

h. Animal Control Officers shall be empowered to issue warnings in connection with the performance of their duties and to refer complaints and requests for prosecution for violations of the City Animal Code to the City Attorney.

i. GIAS shall maintain a published list of charges for all its services and products, a current copy of which shall be maintained with the City Clerk.

j. GIAS shall file activity reports at least quarter-annually with the City concerning the number of Animal Control calls, animals collected by Animal Control Officers, and animals claimed and unclaimed during the three day holding period.

k. GIAS shall maintain written records of all citizen complaints of significant nature relating to animals and GIAS's operations within the corporate limits of the City. Copies of incident reports shall be open to review upon reasonable notice.

l. GIAS shall impound or insure isolation of all reported animals which have bitten or are suspected of biting any person for the number of days required by the City's ordinances and State Statutes in order that such animal may be observed for rabies. The GIAS shall report all bites or suspected bites to the Central District Health Department within five (5) days and shall file copies of any medical reports it receives in connection with bites or suspected bites with said department. The Central District Health Department of Nebraska shall be the ultimate responsible agency for rabies control. Unreimbursed costs of rabies verification through laboratory procedures shall be paid to GIAS by the Health Department following monthly billing, costs to include supplies,

postage and handling, not to exceed \$40.00 per incident or such other sum agreed to by all the parties. GIAS shall obtain approval from the Central District Health Department prior to submitting each animal for rabies testing if reimbursement is to be requested.

m. GIAS shall purchase and maintain during the term of this Agreement or its renewals, insurance providing the following coverage and shall file certificates of insurance with the City Clerk:

(1) Employee's liability and Workmen's Compensation Insurance if required by laws of the State of Nebraska.

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit.

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit and the City shall be listed as an additional named insured. Said certificates of insurance shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

3. CITY'S DUTIES. In the performance of this Agreement, the City shall have the following duties:

a. The City shall cooperate with the GIAS whenever necessary and practicable to aid in the enforcement and administration of the City's Animal Ordinances, including law enforcement assistance by the Grand Island Police Department.

b. The Emergency Center will receive telephone calls concerning violations of the City's Animal Ordinances at all times that an Animal Control Officer is not on duty and shall request assistance from Animal Control Officers who are on call.

c. The City shall inform GIAS of any revisions or amendments to the City's Animal Ordinances.

4. TERM OF AGREEMENT. This Agreement shall take effect on October 1, 2008, if approved by the City Council and executed by the Mayor and shall continue in full force and effect for a period of three years with an optional two year extension subject to Council annually approving and adopting a budget containing appropriation and further subject to a performance evaluation at the end of the second year. The purpose of the evaluation is to determine if the agreement should terminate at the end of the third year or be extended for two years at the end of the original three-year term. It is specifically agreed and understood that either party shall have the right to terminate this Agreement at any time for cause by giving the other party ninety (90) days written notice. GIAS agrees to contract for suitable shelter services if new facility construction is not completed by October 1, 2008.

5. ANNUAL PET LICENSE TAXES. The annual pet license taxes shall be established by the City. The GIAS, local veterinarians, other approved vendors, and the City may sell and issue annual pet licenses as coordinated by GIAS according to the proposal. The revenue from the sale of all licenses shall be accounted for and remitted to the City. All other fees and charges in connection with the performance of this Agreement shall be established by GIAS subject to comment and input by the City of Grand Island as set forth herein except in instances of an emergency. Such fees and charges may be retained by GIAS.

6. MONTHLY CITY PAYMENTS. During the term of this Agreement or its renewal terms, the City shall pay to GIAS the amounts authorized by the Mayor and City Council as shown in its adopted budgeted statements and annual appropriation ordinances. Said amount shall be paid in twelve (12) equal monthly installments, commencing upon October 1,

2008. In the initial two years of this agreement, the City shall pay the amount of \$249,850.00 per year with a 5% increase in year three, and a 3% increase in years four, and five summarized as follows:

October 1, 2008 to September 30, 2009	\$249,850
October 1, 2009 to September 30, 2010	\$249,850
October 1, 2010 to September 30, 2011	\$262,343
October 1, 2011 to September 30, 2012	\$270,212
October 1, 2012 to September 30, 2013	\$278,319

7. CHOICE OF LAWS. This Agreement shall be construed in accordance with the Grand Island City Code and the laws of the State of Nebraska.

8. INDEMNIFICATION. GIAS will indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of GIAS, its contractors, agents or servants in connection with the operation of the shelter or in the performance of related duties. GIAS shall fully inform all persons using or being upon GIAS premises of the non-liability of the City for any act of neglect of GIAS by posting an adequate number of notices to that effect in, about, or on said premises.

9. ASSIGNMENT. GIAS shall not assign its rights under this Agreement without the expressed prior written consent of the City.

10. INDEPENDENCE OF GIAS. GIAS, its officers, employees, agents, and volunteers, shall act in an independent capacity during the term of this agreement and not as officers, employees, agents or volunteers of the City.

11. EQUAL EMPLOYMENT AND NON-DISCRIMINATION. GIAS is an Equal Opportunity Employer. It is the intent of the GIAS to provide equal employment opportunity in its employment practices for all persons and will not discriminate on the basis of race, color, religion, sex, age or national origin, or against any qualified handicapped/disabled individual. This same policy of non-discrimination will be practiced throughout the entire GIAS as pertains to the treatment of its volunteers and in dealing with all customers.

12. GRATUITIES AND KICKBACKS. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

13. ENTIRE AGREEMENT. This Agreement and the attached response to proposals constitute the entire agreement between GIAS and City notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2008- _____

GIAS and DR. JAMES E. KIMBROUGH, AND
CAROLE M. KIMBROUGH

Dr. James E. Kimbrough

Carole M. Kimbrough

PROPOSAL SHEET
FOR ANIMAL CONTROL SERVICES
FOR THE CITY OF GRAND ISLAND, NEBRASKA

INTRODUCTION

Please use this sheet to provide your primary response to the City's request for proposals for animal control services. You may attach such additional sheets and documentation as you feel necessary to fully respond to the request for proposals.

PROPOSAL

There are two broad components to animal control. The first is code enforcement and the capture or intake of animals within the City's enforcement jurisdiction and the second is the sheltering, care and disposition of such animals.

Proposals may be submitted for the first component, the second component, or both. Specifically, the proposal must include the following:

1. Name, address and telephone number of the proposer and the names, addresses and telephone numbers of individuals authorized to speak on behalf of the proposer.

Dr. James E. Kimbrough
Carole M. Kimbrough
7800 N. U.S. Hwy. 281
Grand Island, NE 68803
(h) 308-381-7525
(w) 308-384-6147

2. Name, address and telephone number of any general partner, manager, agent or other member of the proposer's organization.

None.

3. Proposed lump sum fees for services for an initial year and for two additional years at the option of the City.

Code Enforcement and the capture or intake (if none proposed, enter 0)

Year One \$ 187,620.00

Year Two \$ 187,620.00

Year Three \$ 197,001.00

Sheltering, care and disposition of animals (if none proposed, enter 0)

Year One \$ 128,895.00

Year Two \$ 128,895.00

Year Three \$ 135,339.75

Note: if awarded **both** Code Enforcement and Shelter proposals, total bids for first and second years are \$ 249,850.00, with a 5% annual increase thereafter.

Negotiated optional years 4 and 5 with 3% annual increases instead of 5% with performance review at the end of the second year.

4. Provide a statement of any business, financial or other relationship with any member of the City Council or Grand Island city administration.

None.

If your proposal includes code enforcement and the capture or intake of animals, you should also:

5. Provide a summary of the proposer's prior experience in animal care or animal control.

Dr. James E. Kimbrough is a licensed practitioner of veterinary medicine in the state of Nebraska. He has been in practice for some 37 years, thirty-five of which have been in the city of Grand Island. He was the veterinary consultant for the Central Nebraska Humane Society (CNHS) for twenty-five years and the shelter operated under his DEA license for the majority of that period.

Dr. Kimbrough was on the CNHS advisory board for approximately 10 years and was successful in implementing more humane euthanization, improved sanitary and health conditions and beginning a vaccine regimen (where applicable) for all adopted animals. Dr. Kimbrough has also been officially recognized for his significant contributions to the City of Grand Island Police Department in regards to the better development of their K-9 unit.

Carole Kimbrough was an employee of the CNHS and acted as Operations Manager/Asst. Manager during her tenure. Duties directly relating to animals included; general shelter management - directing the intake and disposition of all shelter animals. She was instrumental in the application and use of their animal control/shelter computer program (ShelterPro).

Carole Kimbrough has over 20 years experience in canine behavioral training and is a registered CGC Evaluator with the American Kennel Club.

6. Provide a detailed plan for providing the services and documentation proving the ability to provide the services as proposed.

Services to be provided:

- ‡ Stray animal pick-up
- ‡ 24-hour emergency animal control
- ‡ Small animal carcass pick-up and disposal
- ‡ Investigating to completion, violations of city code
- ‡ Animal welfare checks
- ‡ Public education as to city code rules and regulations.
- ‡ Process of public health investigations
- ‡ Animal Control Vehicle – To be used by Animal Control Officers. Vehicle to be properly equipped with confinement (cages, kennels)and restraint equipment (i.e. nets, poles, etc.).
- ‡ Electronic and paper database that ensures complete documentation of code enforcement activities.

7. If City participation is required, include all public sector participation assistance needs and requirements.

City police or attorney participation will be required in the event of the following:

- ‡ Public Interference (any persons whose actions hinder animal control officers in the performance of their duties, Article 5-5 of City Code).
- ‡ Auto/animal accident
- ‡ Recurring violators or extreme violators of city code.

8. Describe the proposer's staff, facility, and organizational capability to provide code enforcement, capture and intake of 1,500 to 3,000 animals per year. Describe how both domesticated, non-domesticated animals, and dangerous animals would be managed. Include information regarding hours of operation and staff training/experience regarding animal capture and handling. (If the proposer intends to utilize the services of another for this component, provide information regarding that other person or entity). Describe the procedures that animal control officers would use to deliver and check animals during normal business hours and after normal business hours.

Staff will be comprised of:

Animal Control Officers (3)

All officers will be trained in the following:

- ‡ Proper control and restraint of animals
- ‡ Application of city code and regulations
- ‡ Public relations
- ‡ Use of ACO equipment (i.e. noose, pole, net)
- ‡ Investigatory procedures and case preparation

Officers will be responsible for capture, intake and processing of animals. Animal intake guidelines are as follows:

- ‡ Large animals, live or deceased will not be collected.
- ‡ Non-domesticated small animals, deceased, will be collected.
- ‡ Non-domesticated animals, live, will not be collected (public will be instructed to contact game warden, proper state authority or exterminator).
- ‡ Domesticated small animals, live will be collected (disposition is as applicable, i.e. city shelter or veterinarian).
- ‡ Domesticated small animals, deceased will be collected only on public property.

Manager – Oversee all aspects of animal control operation; case review, staff/office management, public relations, ensure complete case documentation.

Veterinarian – Manage public health issues for applicable cases. Ascertain and determine health of all animals.

Staff training will be provided by licensed, professional personnel (veterinarian, veterinary technician, etc.). Staff will receive continuing education thru class/seminar or multi-media (books, tapes, etc.). Hands on training will be provided as to the proper capture and handling of animals. Staff will be issued copies of Grand Island city code and be instructed as to its use and application.

Office facility and animal-equipped transport will be provided for staff thus ensuring the means for proper Animal Control services and documentation.

Hours of operation are Monday – Friday 10am-5pm, Saturday 9am-noon.

During business hours and after business hours, all collected animals will be delivered to city animal shelter, veterinarian or other, whichever deemed applicable.

9. Describe your plan for record keeping regarding animals taken into custody.

Each animal will be electronically filed (see attached case entry form) and assigned a unique I.D#. The particular software used will allow for complete record storage and tracking as well as providing animal control statistics. Handwritten files and ACO logbook will be kept as well. All files will be kept for a minimum of 3 years.

10. Describe how cruelty and neglect cases will be investigated including what assistance will be requested from the City.

Pursuant to City Code, persons in violation of Article IV (5-21, 5-22), involving cruelty and neglect cases will be issued either warning or citation and fined (see attachments) and if warranted, animal may be confiscated. Assistance from the City may be required for confiscation or prosecution.

11. Describe your plan for temporary impoundment of animals prior to transfer to a kennel or shelter.

At the direction of city animal shelter, collected animals will be transported by animal control vehicle to shelter, veterinarian or other.

12. Describe your plan for impoundment and rabies observation of animals involved in a biting incident.

Impounded, rabies suspect animals will be collected and delivered to city animal shelter or veterinarian for quarantine and continued observation. Reports (see Animal

Bite Report and Quarantine /Rabies Observation attachments) to be filed with Public Health Department.

13. Describe your plan for impoundment and disposition of licensed and unlicensed stray animals or animals running at large.

All strays, licensed and unlicensed will be collected and transported to city animal shelter or veterinarian as directed by city animal shelter. Citations will be issued as warranted.

14. Describe your plan for the intake of injured or ill animals under the City's animal control duties.

All animals will undergo physical examination upon collection. Animals will be brought directly to city animal shelter. In the event animal is found to be ill, diseased or injured, officer will notify shelter for proper direction for placement of animal.

15. Describe your plan for collecting and remitting license fees to the City.

Licensing and fees will not be collected nor remitted to the City.

16. Describe your plan for animal control relating to wild and feral animals and the disposal of animal carcasses found on public and private property.

- | Large animals, live or deceased, will not be collected.
- | Small domestic animal carcasses will be collected only on public property.
- | Small feral animal carcasses will be collected on public and private property.
- | Feral, small animals, live, will not be accepted.

Note: Persons calling for feral small animals, live, will be instructed to contact their local exterminator or county sheriff or game warden.

Note: Rented traps will be made available for the general public for the purpose of collecting cats, both domestic and feral (see attached Cat Trap Rental Form).

If your proposal includes the sheltering, care, and disposition of animals, you should also:

17. Provide a summary of the proposer's prior experience in animal care or animal control.

Dr. James E. Kimbrough is a licensed practitioner of veterinary medicine in the state of Nebraska. He has been in practice for some 37 years, thirty-five of which have been in the city of Grand Island. He was the veterinary consultant for the Central Nebraska Humane Society (CNHS) for twenty-five years and the shelter operated under his DEA license for the majority of that period.

Dr. Kimbrough was on the CNHS advisory board for approximately 10 years and was successful in implementing more humane euthanization methods, improved sanitary and health conditions and beginning a vaccine regimen (where applicable) for all adopted animals.

Dr. Kimbrough has also been officially recognized for his significant contributions to the City of Grand Island Police Department in regards to the better development of their K-9 unit.

Carole Kimbrough was an employee of the CNHS and acted as Operations Manager/Asst. Manager during her tenure. Duties directly relating to animals included; general shelter management - directing the intake and disposition of all shelter animals. She was instrumental in the application and use of their animal control/shelter computer program (ShelterPro).

Carole Kimbrough has over 20 years experience in canine behavioral training and is a registered CGC Evaluator with the American Kennel Club.

18. Provide a detailed plan for providing the services and documentation proving the ability to provide the services as proposed.

Services to be provided:

/ Shelter Facility

Facility location to meet city zoning restrictions. Facility design will provide adequate shelter intake for up to 3,000 animals annually. Animals will be confined in sanitary, heated, air-conditioned facility at temperatures well within animal comfort zone (see attached facility schematics).

Canine kennels will be approximately 5'x7'. Kennel floors and walls will be of non-porous material to help prevent the spread of infectious disease. Approximate number of kennels is 30 (this figure is based on current CNHS facility).

Felines will be contained in stainless steel (infectious disease prevention) cages. Approximate number of cages is 30.

All other animals will be contained in a manner consistent to their species.

‡ Intake

Animals will be physically examined and identified upon entry (see attached case entry form) and be assigned an individual identification number. Both paper and electronic files will be kept for each animal.

/ Care

Animals will be provided a daily diet that is consistent to their species and individual needs.

Proper sanitation will consist of daily disinfecting of all animal surroundings, i.e. clean pans, floors, etc.

/ Disposition

Animals will be held for three business days before disposition/release. All animals will be properly documented upon release. 'Release' consists of one of the following:

Claim: Owner claims animal (see attached claim form). If required by city law, owner must provide proof of rabies vaccination and city licensing. Impound, board and microchip fee must be remitted before release. If proof is not provided owner will obtain requirements in addition to remittance of impound, microchip and boarding fees.

Adoption: All canine and feline animals will be altered (if applicable), rabies vaccinated, licensed and microchipped prior to adoption (see attached Adoption application).

Rescue: If animal is unclaimed and unadopted but considered adoptable, animal may be placed with 'Rescue' group. For example, Great Dane Rescue of Nebraska rescues and places the breed Great Danes. These animals would be released to the group at no charge.

Euthanasia: Animals which have been held 3 business days and are not claimed, considered adoptable or rescued will be euthanized in a humane manner.

DOA (dead on arrival): Owners of animals which are identifiable (license tags, microchip, etc.) will be contacted. Unidentifiable animals will be disposed. Animals will be held for three business days before disposition/release. All animals will be properly documented upon release.

‡ City Licensing

The City of Grand Island will be responsible for the provision of pet licenses and tags. Pet licenses should be made in triplicate; copy each for owner, shelter and city. Our agency will be responsible for dispersing licenses and tags to participating area veterinarians and can also be obtained at the shelter. Fees and licenses will be collected monthly and remitted to the city. Licensing fees to be determined by the City.

‡ Website

Provide shelter information to general public; location, hours, license fees, adoption fees and application, etc.

‡ 24 hour emergency animal shelter

For after-hours, a night depository will be provided for ACO animals.

‡ Information on lost and found animals

Reports on lost or found animals will be electronically entered into shelter database in addition to office written log.

‡ Health and behavior pet counsel

Free counsel/information provided for pet owners.

‡ Service Fees

License: Fees to be determined by the City.

Adoption: Dog or Cat - \$30.00
Other – Price determined on individual basis

Board \$10.00 per day, per animal
Impound \$35.00
Surrender \$30.00
Microchip \$20.00

19. If City participation is required, include all public sector participation assistance needs and requirements.

City funding and participation will be needed for the following:

‡ Large number of animals in need of shelter at any one single time.

Example: Confiscation of 50 animals from commercial breeder due to animal cruelty charges.

‡ Animal whose status is pending court decision and is being boarded past the 3 day holding period.

‡ Catastrophic conditions that would merit an overload on shelter facility's capabilities.

Note: Compensation to be awarded on a per animal per day fee of \$10.00

20. Describe the proposer's staff, facility, and organizational capability to provide sheltering, care, and disposition of 1,500 to 3,000 animals per year. Describe how both domesticated, non-domesticated animals, and dangerous animals would be managed. Include information regarding hours of operation and staff training/experience regarding animal sheltering and handling. (If the proposer intends to utilize the services of another for this component, provide information regarding that other person or entity). Describe the procedures that animal control officers would use to deliver and check animals during normal business hours and after normal business hours.

Staff:

Shelter Veterinarian: Manage public health issues for applicable cases. Determine and direct the general health and care of all animals.

Shelter Manager: Manage all aspects of animal shelter operations; case review, staff/office management, public relations, etc.

Animal Care Technicians (3-5): Duties include but are not limited to, providing the daily diet, care and sanitary living conditions necessary to ensuring animals proper well being. Training will be provided by licensed, professional personnel (Veterinarian, Veterinary Technician, etc.). Hands on training will be provided as to the proper care and handling of animals.

Facility:

Facility location to meet city zoning restrictions. Facility design will provide adequate shelter intake for up to 3,000 animals annually. Animals will be confined in sanitary, heated, air-conditioned facility at temperatures well within animal comfort zone (see attached facility schematics). Facility will be comprised of office, quarantine room, night depository, dog kennels, cat room, storage and bathroom .

Intake:

Upon entry all animals will be examined and identified (computer entered) and confined in a humane manner. If animal is identified via tags, microchip or other, owner will be contacted for claiming. Unidentified animals will be held for 3 business days before becoming the property of the shelter. Feral and dangerous animals will be contained and quarantined from general public.

Animal Control Officers will be required to check animals at office and provide the following information: Origin (stray, accident, etc.) Reason (explanation of origin).

For after-hours, a night depository will be provided for ACO animals. Contact number will be issued to all ACO's in the event of shelter emergency.

Disposition:

Animals will be held for three business days before disposition/release. All animals will be properly documented upon release. 'Release' consists of one of the following:

Claim: Owner claims animal (see attached claim form). If required by city law, owner must provide proof of rabies vaccination and city licensing. Impound, board and microchip fee must be remitted before release. If proof is not provided owner will obtain requirements in addition to remittance of impound, microchip and boarding fees.

Adoption: All canine and feline animals will be altered (if applicable), rabies vaccinated, licensed and microchipped prior to adoption (see attached Adoption application).

Rescue: If animal is unclaimed and unadopted but considered adoptable, animal may be placed with 'Rescue' group. For example, Great Dane Rescue of Nebraska rescues and places the breed Great Danes. These animals would be released to the group at no charge.

Euthanasia: Animals which have been held 3 business days and are not claimed, considered adoptable or rescued will be euthanized in a humane manner.

DOA (dead on arrival): Owners of animals which are identifiable (license tags, microchip, etc.) will be contacted. Unidentifiable animals will be disposed of.

Hours of operation are: Monday thru Friday 10am – 5pm, Saturday 9am – noon.

21. Describe your plan for record keeping regarding animals while sheltered and after release.

Each animal will be electronically filed (see attached case entry form) and assigned a unique I.D#. The particular software used will allow for complete record storage and tracking as well as providing shelter statistics. In addition, handwritten files will be kept on each animal. Containment logs (see attachment), which help to quickly identify animal location in shelter, kept at front desk. All files will be kept for a minimum period of 3 years.

22. Describe how cruelty and neglect cases will be investigated including what assistance will be requested from the City.

The investigative responsibility of cruelty and neglect cases will be left to the City of Grand Island and City Animal Control.

23. Describe freezer or containment facilities available for deceased animals.

One large 25 cubic foot freezer will be utilized for the storage of deceased animals. Warm weather days and scheduled waste disposal pickup necessitate their use. Freezer to be located in restricted storage area.

24. Describe your plan for disposition or euthanasia for unclaimed animals.

Animals that are unclaimed but considered adoptable or placeable with a rescue group will be held for an indeterminate period. Animals that are unclaimed and considered unadoptable will be euthanized. All euthanasia drugs will be administered by licensed veterinarian or veterinary technician. All diseased and or dangerous unclaimed animals are considered unadoptable.

25. Describe your plan for impoundment and rabies observation of animals involved in a biting incident.

Animals entered for rabies observation will be quarantined required 10 days and observation on their status entered daily (see attached Quarantine/Rabies Observation sheet). Deceased suspects will be sent to the Diagnostic Lab Unit at Kansas State University. Copies of reports (see Animal Bite Report and Quarantine /Rabies Observation attachments) will be entered into animal case file history.

26. Describe your plan for impoundment and disposition of licensed and unlicensed stray animals or animals running at large.

‡ Impound for licensed strays – Owner will be contacted and given 3 days to claim animal. Impound, days boarded and microchip fees must be paid before animal is released.

‡ Impound for unlicensed strays – If claimed, owner will be fined for days boarded, impound and microchip fees. Animal will then be released to veterinarian of choice for rabies vaccination and licensing.

‡ Animals unclaimed past three day wait period will become the property of shelter and may then be held for adoption or other.

‡ Surrendered animals, if deemed adoptable will be held for an indeterminate period. If unadoptable, animal will be euthanized.

27. Describe your care plan for injured or ill animals housed under the City's animal control duties.

All animals will undergo physical examination upon entry. If found to carry an apparent contagious disease, animal will be quarantined. Injured or ill animals will be treated by shelter veterinarian accordingly.

28. Describe your plan for collecting and remitting license fees to the City.

The City of Grand Island will be responsible for the provision of pet licenses and tags. Pet licenses should be made in triplicate; copy each for owner, shelter and city. Our agency will be responsible for dispersing licenses and tags to participating area veterinarians, they can also be obtained at the shelter. Fees and licenses will be collected monthly and remitted to the city. Licensing fees to be determined by the City.

29. Describe your plan for animal control relating to wild and feral animals and the disposal of animal carcasses found on public and private property.

- ‡ Large animals live or deceased, will not be accepted.
- ‡ Non-domestic small animals deceased, will be accepted.
- ‡ Non-domestic small animals live will not be accepted.
- ‡ Domestic small animals live will be accepted.
- ‡ Domestic small animals deceased, found on public property will be accepted.
- ‡ Domestic feral, small animals (i.e. felines) will be accepted into the shelter.

Note: Persons calling for collection of feral small animals, live, will be instructed to contact their local exterminator, county sheriff or game warden.

Note: Rented traps will be made available to the general public for the purpose of collecting feline animals, both domestic and non-domestic (see attached form).

The undersigned, having examined all specifications and other documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the furnishing of animal control services to the City of Grand Island, Nebraska hereby proposes to furnish and deliver such services as set forth above. I acknowledge that the City reserves the right to accept or reject any or all proposals and to waive any irregularities and to enter into such contract or contracts as it shall deem to be in the City's best interest.

Dated this _____ day of _____, 2008.

Respectfully submitted,

Company

Signature

Signature



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ANIMAL CONTROL SERVICES**

RFP DUE DATE: May 30, 2008 at 4:00 p.m.
DEPARTMENT: Legal
PUBLICATION DATE: March 21, 2008
NO. POTENTIAL BIDDERS: 12

SUMMARY OF PROPOSALS RECEIVED

Dr. James E. Kimbrough
Carole M. Kimbrough
7800 N. U.S. Hwy. 281
Grand Island NE 68803

Central Nebraska Humane Society
1312 Sky Park Road
Grand Island NE 68801

Animal Control Services, Inc.
Larry R. Heil
3530 Old W. Hwy 30
Grand Island NE 68803

cc: Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

David Springer, Finance Director
Wes Nespor, Assist. City Attorney

RESOLUTION 2008-178

THAT WHEREAS, the City of Grand Island invited proposals for animal control and sheltering services according to a Request for Proposals on file with the City Clerk; and

WHEREAS, on May 30, 2008 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, Dr. James E. Kimbrough, and Carole M. Kimbrough DBA Grand Island Animal Services submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code, said proposal and negotiated extensions being in the amount of:

October 1, 2008 to September 30, 2009 \$249,850

October 1, 2009 to September 30, 2010 \$249,850

October 1, 2010 to September 30, 2011 \$262,343

October 1, 2011 to September 30, 2012 \$270,212

October 1, 2012 to September 30, 2013 \$278,319

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Dr. James E. Kimbrough, and Carole M. Kimbrough DBA Grand Island Animal Services is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute an agreement for such proposed services with Dr. James E. Kimbrough and Carole M. Kimbrough DBA Grand Island Animal Services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 24, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> June 20, 2008 <input type="checkbox"/> City Attorney
--