

FOR **CONTRACTING** **NO KILL**



**City RFP and Contract Provisions to Compel
Animal Services Contractors to Achieve No Kill**

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TOO MANY SHELTERS are not voluntarily implementing the No Kill Equation, the series of programs and services which have proven so successful at lifesaving in shelters which have implemented them. As a result, animals are being needlessly killed. And shelters which are supposed to reflect the values of animal loving Americans instead undermine them.

In response, the No Kill Advocacy Center has developed model legislation to help animal lovers and animal advocates achieve their goal of No Kill communities: The Companion Animal Protection Act (a copy of which is available at nokilladvocacycenter.org). Cities and states which have passed all or part of CAPA are saving tens of thousands of additional animals every year, reducing death rates by as much as 90%, and achieving live release rates as high as 98%. They are also saving hundreds of thousands of dollars in wasteful spending and realizing millions in economic benefits.

In addition to passing a CAPA ordinance, administrators in municipal departments that contract animal services to private agencies, such as a local humane society or SPCA, or contract with other municipalities can achieve the same result via policy, protocol, and care provisions in those contracts.

The No Kill Advocacy Center's model contract provisions (which can also be included in any Request for Proposal for animal services providers) are in addition to any standard/boilerplate contract provisions.

Model Contract & RFP Provisions

In addition to compliance with all local, state, and national laws, the contractor who runs the animal shelter shall comply with all of the following provisions.

DEFINITIONS.

The term 'licensed veterinarian' means a veterinarian licensed to practice veterinary medicine in this State.

The term 'rescue organization'

means an organization that is—
(a) An organization described in section 501(c)(3) of the Internal Revenue Code and exempt from taxation under 501(a) of that Code; and,
(b) An animal rescue organiza-

tion, animal adoption organization, or organization formed for the prevention of cruelty to animals.

The term 'irremediable suffering' means an animal who has a poor or grave prognosis for being

able to live without severe, unremitting physical pain even with comprehensive, prompt, and necessary veterinary care, as certified in writing by a licensed veterinarian.

POLICY PROVISIONS.

As the operation of the animal shelter and care of the animals is the people's business, is paid for by the people, must be accountable to the people, and should reflect the people's values, the contractor shall be committed to transparency, public access, legal compliance, humane policies, progressive practices, and maximizing lifesaving.

Taxpayers and community members have a right to have their government spend tax money on programs and services whose purpose is to save and enhance the lives of all animals.

Taxpayers and community members have a right to full and complete disclosure about how their animal shelter operates.

It is the policy of the City that no healthy dog, cat, rabbit, or other animal in the animal shelter shall be killed.

It is the policy of the City that no treatable dog, cat, rabbit, or other animal in the animal shelter shall be killed.

All mandates of the contract shall be construed liberally to meet both the letter and spirit of the goals of transparency, public access, legal compliance, humane policies, progressive practices, and maximizing lifesaving. When there is doubt, the preference will be for maximizing life-

saving.

Every animal at the animal shelter shall receive individual consideration, regardless of how many animals the shelter takes in, or whether such animals are healthy, underaged, elderly, sick, injured, traumatized, or not social with humans.

The animal shelter shall discontinue the use of language such as "euthanasia," "unadoptable," "fractious," "putting them to sleep," and other euphemisms that downplay the gravity of ending life and make the task of killing easier.

The animal shelter shall be open to the public during hours that permit working people and families with children in school to reclaim or adopt animals during non-working and non-school hours.

The animal shelter shall work with rescue organizations and other shelters to the fullest extent to promote the adoption, sterilization, reclamation, and alternative placement of animals and to reduce the rate of killing.

The animal shelter shall provide care and treatment for all animals to ensure their well-being, including prompt and necessary veterinary care, adequate nutrition, shelter, exercise, and socialization.

The animal shelter shall be accountable for and make information publicly available about all the animals in their care.

The people of the City have a right to expect the animal shelter to do everything in its power to promote, protect, and advocate

for the lives of animals.

Rescue organizations and other shelters have a right to take into their custody animals who would otherwise be killed by the animal shelter.

HOURS OF OPERATION.

(a) The animal shelter shall be open for adoption, reclaim, access and transfer to other organizations, seven days a week for at least seven hours a day, except as follows:

(1) It may, but is not required to, be open on New Year's Day, Easter, Thanksgiving, Christmas Eve, and Christmas Day.

(2) The animal shelter shall be open at least two weekdays until at least 7 pm during the Winter and Fall and 8 pm during the Spring and Summer in order to give working people and families with children in school the ability to visit on weekdays.

HOLDING PERIODS.

(a) No animal shall be euthanized at the animal shelter prior to the expiration of seven full business days from impoundment of the animal, not including the date of impoundment, except as follows:

(1) Subsection (a) does not apply to an animal who is irremediably suffering.

(b) An animal impounded as a stray with identification or whose owner has been identified shall be made available for owner reclamation for a period of four business days, not including the date of impoundment.

(c) An animal impounded as a stray without identification and whose owner has not been identified shall be made available for owner reclamation for a period of three business days, not including the date of impoundment.

(d) At any time, an animal impounded as a stray may be placed in foster care or transferred to a rescue organization or other shelter, subject to the following:

(1) An animal transferred under this subsection remains subject to reclamation by its owner pursuant to Subsection (b) and (c).

(2) Documentation of an animal transferred under this subsection, including a photograph of the animal and relevant information pertaining to the animal's impoundment and transfer, shall be maintained in physical or electronic form, reviewable by the public, at the animal shelter that originally impounded the animal or on their website during the time period relevant under Subsection (b) and (c).

(3) An owner that satisfies the animal shelter's reclaim requirements during the time period relevant under Subsection (b) and (c) is entitled to reclaim the animal even if the animal has been transferred pursuant to Subsection (d) and is no longer physically in the animal shelter's custody. At the owner's discretion, the owner has the right to physically redeem the animal at the animal shelter that originally impounded the animal.

(e) An animal who is impounded upon being surrendered by the animal's owner

shall be subject to reclaim by that person, upon having a change of heart, for a period of three business days, not including the date of impoundment, so long as the animal has not been adopted or transferred.

(f) The holding periods mandated by this Section do not apply to an animal who is impounded solely for the purpose of sterilization.

(g) Not less than two business days before the euthanasia of any animal, the animal shelter shall:

(1) Notify or make a reasonable attempt to notify by verifiable written or electronic communication any rescue organization that has previously requested to be notified before animals are euthanized;

(2) Unless there is evidence of neglect or animal cruelty as certified in writing by a licensed veterinarian, notify or make a reasonable attempt to notify by telephone and verifiable written or electronic communication the owner who surrendered the animal and inform that person that the animal is scheduled to be killed;

(3) Notify or make a reasonable attempt to notify by telephone and verifiable written or electronic communication the finder who surrendered the stray animal and inform that person that the animal is scheduled to be killed;

(4) Give those notified under Subsections (g)(1), (2), and (3) possession of the animal to avoid the animal's death if they request it.

(h) No animal shelter may euthanize any animal without making the notification required by Subsections (g)(1), (2), and (3).

ANIMAL CARE.

(a) The animal shelter shall provide all animals during the entirety of their shelter stay with fresh food; fresh water; environmental enrichment to promote their psychological well-being such as socialization, toys and treats, and exercise as needed, but not less than once daily; except as follows:

(1) Dogs exhibiting vicious behavior towards people or adjudged to be dangerous by a court of competent jurisdiction may but are not required to be exercised during the holding period if doing so would put staff at undue risk of injury.

(b) Notwithstanding Subsection (a), the animal shelter shall work with a licensed veterinarian to develop and follow a care protocol for animals with special needs such as, but not limited to, nursing mothers, unweaned animals, sick or injured animals, extremely frightened animals, geriatric animals, or animals needing therapeutic exercise.

(c) During the entirety of their shelter stay, animals shall be provided prompt and necessary cleaning of their cages, kennels, or other living environments no less than two times per day, to ensure environments that are welcoming to the public, hygienic for both the public and animals, and to prevent disease. This cleaning shall be conducted in accordance with a protocol

developed in coordination with a licensed veterinarian, and shall require that animals be temporarily removed from their cages, kennels, or other living environments during the process of cleaning if that is necessary to prevent them from being exposed to water from hoses or sprays, cleaning solutions, detergents, solvents, and/or chemicals.

(d) During the entirety of their shelter stay, all animals shall be provided with prompt and necessary veterinary care, sufficient to alleviate any pain caused by disease or injury, to prevent a condition from worsening, and to allow them to leave the shelter in reasonable condition including but not limited to preventative vaccinations, cage rest, fluid therapy, pain management, and/or antibiotics.

IDENTIFYING & RECLAIMING LOST ANIMALS.

(a) The animal shelter shall take appropriate action to ensure that all animals are checked as soon as possible, but no more than 24 hours, after impoundment for all currently available methods of identification, including microchips, identification tags, and licenses.

(b) The animal shelter shall maintain continuously updated lists of animals reported lost and found, and shall regularly, but no less than once daily, check these lists and animals in the shelter for matches, and shall

also post a photograph of and information on each stray animal impounded by the shelter on the internet with sufficient detail to allow the animal to be recognized and claimed by its owner.

(c) If a possible owner is identified, the animal shelter shall undertake due diligence to notify the owner or caretaker of the whereabouts of the animal and any procedures available for the lawful recovery of the animal. These efforts shall include, but are not limited to, notifying the possible owner by telephone, mail, and personal service to the last known address.

ADOPTIONS.

(a) The animal shelter shall post a photograph and information on each animal impounded by the shelter on the internet to facilitate adoptions.

(b) The animal shelter shall not ban, bar, limit or otherwise obstruct the adoption or transfer of any animal based on the animal's breed, breed mix, species, age, color, appearance, or size.

LIVE RELEASE RATE.

(a) The "live release rate" or "save rate" shall not fall below 90% in any 12-month period. Said rate shall be calculated with the number of animals who were returned to owners, adopted, transferred to rescue organizations, and impounded and sterilized then released being the numerator and the numerator plus the number of animals who were killed, died, are missing, were lost, and were

stolen being the denominator.

(b) Any animal transferred to another facility, another shelter, or rescue organization who is killed by that organization shall not be listed as transferred, a live release, or saved for purposes of determining the live release rate. They shall be listed as killed. The animal shelter shall also follow up regarding animals transferred to other groups through placement to accurately report their final disposition as alive or dead.

KILLING.

(a) The animal shelter shall not kill any animal simply because the holding periods have expired. Before an animal is killed, all of the following conditions must be met:

- (1) There are no empty cages, kennels, or other living environments in the shelter;
- (2) There is no additional room to set up temporary cages, kennels, or living environments in the shelter;
- (3) The animal cannot share a cage or kennel with another animal;
- (4) The shelter has made a plea to foster homes and a foster home is not available;
- (5) The pre-killing notifications have been made and neither a rescue group, the former owner, or the finder is willing to accept the animal;
- (6) The animal cannot be transferred to another shelter with room to house the animal;
- (7) The animal is not a healthy cat who can be sterilized and then released;

(8) All mandates, programs and services of this contract have been met; and,

(9) The director of the animal shelter certifies that he or she has no other alternative and the reasons no alternatives exist.

(b) The determination that all conditions of subsection (a) have been met shall be made in writing, signed by the director of the animal shelter, and be made available for free public inspection for no less than three years.

(c) Animals impounded by the animal shelter shall be killed, only when necessary and consistent with the requirements of law and the provisions of this contract, by lethal intravenous injection of sodium pentobarbital, except as follows:

(1) Intraperitoneal injections may be used only under the direction of a licensed veterinarian, and only when intravenous injection is not possible for infant animals, companion animals other than cats and dogs, or in comatose animals with depressed vascular function.

(2) Intracardiac injections may be used only when intravenous injection is not possible for animals who are completely unconscious or comatose, and then only by a licensed veterinarian.

(d) No animal shall be allowed to witness any other animal being killed or being tranquilized or sedated for the purpose of being killed or to see the bodies of animals which have already been killed.

(e) Animals shall be sedated or tranquilized before being killed to minimize their stress or dis-

comfort, or in the case of vicious animals, to ensure staff safety, except that neuromuscular blocking agents shall not be used.

(f) Following their lethal injection, animals shall be lowered to the surface on which they are being held and shall not be permitted to drop or otherwise collapse without support.

(g) An animal may not be left unattended between the time procedures to kill the animal are commenced and the time death occurs, nor may the animal's body be disposed of until death is verified.

(h) Verification of death shall be confirmed for each animal in all of the following ways:

(1) By lack of heartbeat, verified by a stethoscope;

(2) By lack of respiration, verified by observation;

(3) By pale, bluish gums and tongue, verified by observation; and

(4) By lack of eye response, verified if lid does not blink when eye is touched and pupil remains dilated when a light is shined on it.

(i) The room in which animals are killed shall be cleaned and regularly disinfected as necessary, but not less than once per day on days the room is used, except the specific area in the room where the procedure is performed shall be cleaned and disinfected between each procedure.

(j) The room in which animals are killed shall have adequate ventilation that prevents the ac-

cumulation of odors.

(k) No one other than a licensed veterinarian or a euthanasia technician certified by the state euthanasia certification program shall perform the procedures referenced in this section.

TRANSPARENCY.

(a) Monthly Report.

The contractor shall provide to the City Council a monthly report which includes the following information separated by species:

(1) The number of animals impounded during the previous month and for comparison purposes, the number in this category year-to-date.

(2) The number of animals who were killed by the animal shelter, at the animal shelter's direction, with the animal shelter's permission, and/or by a representative of the animal shelter during the previous month and for comparison purposes, the number in this category year-to-date.

(3) The number of animals who died, are missing, were lost, or were stolen while in the direct or constructive custody of the animal shelter during the previous month and for comparison purposes, the number in this category year-to-date.

(4) The number of animals who were returned to their owners during the previous month and for comparison purposes, the number in this category year-to-date.

(5) The number of animals who were adopted the previous month and for comparison pur-

poses, the number in this category year-to-date.

(6) The number of animals who were transferred to other organizations the previous month and for comparison purposes, the number in this category year-to-date.

(7) The number of animals who were sterilized and then released the previous month and for comparison purposes, the number in this category year-to-date.

(8) The number of animals who were sent into foster care the previous month and for comparison purposes, the number in this category year-to-date.

The monthly statistical report shall be provided by the 10th day of each subsequent month.

(b) Annual Report.

In addition to a monthly report, the contractor shall provide to the City Council an annual report which includes the following information separated by species:

(1) The number of animals on hand at the start of the previous year.

(2) The number of animals impounded during the previous year.

(3) The number of animals who were killed by the animal shelter, at the animal shelter's direction, with the animal shelter's permission, and/or by a representative of the animal shelter during the previous year.

(4) The number of animals who died, are missing, were lost, or were stolen while in the direct or constructive custody of the animal shelter during the previous

year.

(5) The number of animals who were returned to their owners during the previous year.

(6) The number of animals who were adopted the previous year.

(7) The number of animals who were transferred to other organizations during the previous year.

(8) The number of animals who were sterilized and then released during the previous year.

(9) The number of animals who were sent into foster care during the previous year.

(10) The number of animals who were on hand at the end of the year.

The annual statistical report shall be provided by February 1 of the subsequent year.

(c) Any animal transferred to another facility, another shelter, or rescue organization who is killed by that organization shall not be listed as transferred, a live release, or saved for purposes of these reports. They shall be listed as killed. The animal shelter shall follow up regarding animals transferred to other groups through placement to accurately report their final disposition as alive or dead.

(d) Other Information: City Staff & City Officials.

In addition to the monthly and annual statistical reports, the contractor shall provide to the City Council, City Staff, and other City Officials any information requested regarding operations of the shelter, including, but not limited to, information about individual animals, groups of animals, policies and proce-

dures, operational matters, expenditures of contract moneys, and other activities. The information shall be provided within 10 days of the request unless both parties agree to an extension.

(e) Other Information: Residents of the State.

The contractor shall be subject to the state's Public Records and Freedom of Information laws for purposes of releasing data as if it is a government agency with the following exception: the request for information by a member of the public may be made informally to the contractor via email. There shall be no fee charged for information that is available electronically. Any costs for purposes of duplication if the information is not available electronically shall be set at cost. No fee or cost may be charged for employee labor.

RIGHT OF ACCESS.

(a) All rescue organizations, as well as public and private animal shelters, shall have full access during business hours to see, meet, and assess animals in the physical custody of the contractor for the purpose of assisting with marketing animals, getting animals reclaimed, helping with placement, to consider the animal for admission into their organization/facility, and to put a pre-killing "hold" on the animal, including animals still under their mandated holding period, regardless of whether the animals are seized, surrendered, or stray except as follows:

(1) Animals being held as evidence for a pending criminal case where the prosecutor has found that doing so might compromise the case for purposes of prosecution of the perpetrator.

(2) Notwithstanding (a)(1), the animal cannot be killed without making the required notice and subsequent right of access pursuant to this contract.

(b) There shall be no liability to either the City or the contractor for any injury resulting therefrom and any rescue organization or animal shelter that avails themselves of this opportunity is deemed to have waived liability and assumed all foreseeable and unforeseeable risks of doing so.

(c) Members of the public looking for their missing animals shall have access during business hours to see all animals impounded as strays in the physical and constructive custody of the contractor.

RIGHT OF INSPECTION & AUDIT.

(a) The contractor shall submit itself and where requested, actively assist, in its inspection and investigation by request of the City Council or any member thereof, City officials, and City staff, or his/her designee. This includes, but is not limited to, financial and operational audits. The request-

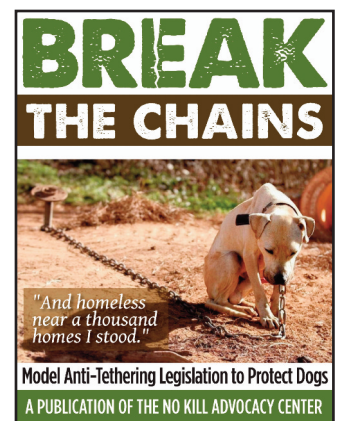
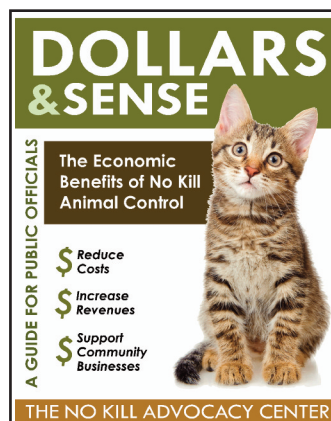
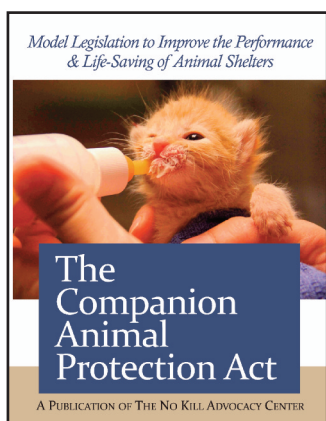
ing City official or agency shall bear the cost of hiring any auditors or inspectors. The contractor shall assist the auditors or inspectors without additional cost to the City.

PROHIBITION AGAINST POUND SEIZURE.

(a) No animal shall be sold or transferred, with or without consideration, to any person, hospital, educational, private, or commercial institution, laboratory, or animal dealer, whether or not such dealer is licensed by the United States Department of Agriculture, for purposes of medical or biological teaching, research, study, or experimentation of any kind.

APPLICATION TO RESCUE ORGANIZATIONS & OTHER SHELTERS.

To protect animals through final placement, any rescue organization or animal shelter to whom an animal is transferred must agree to comply with the provisions of the animal protection sections of this contract and report final disposition back to the contractor.



These & other free guides available at:



nokilladvocacycenter.org

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