



Corporate Report

Report from Legal and Clerks Services, Legal Services

Date of Report: July 23, 2014

Date of Meeting: August 11, 2014

Report Number: LCS-239-2014

File: 68.29.10

Subject: Lincoln County Humane Society – Contract for Animal Control Services

Recommendation

That Council approve an agreement with the Lincoln County Humane Society for Animal Control Services for a term of one (1) year in the amount of \$432,507 plus HST, with an option to renew for two (2) additional years, subject to Council approval, based on satisfactory performance, budget availability, changing requirements, and negotiated pricing for the optional period; and

That the Mayor and Clerk be authorized to execute the agreement; and

That the City Solicitor be directed to prepare the necessary by-law and agreement.
FORTHWITH

Summary

This report summarizes the content of a new proposed one (1) year agreement with the Lincoln County Humane Society (LCHS) for Animal Control Services. This Agreement would replace an existing agreement negotiated in July 2010. That agreement expired at the end of 2012, but service has continued on the same terms and conditions pending the City's decision with respect to the future of this service.

Animal Control Services include: (1) Community Response – community and park patrols, receipt and investigation of animal related complaints, and emergency assistance to public agencies (fire, police, public health) requiring animal apprehension; (2) Shelter Services – the operation of a pound, quarantine services, adoption services; (3) Dog Licensing – issue dog licenses on behalf of the City; (4) Enforcement Services – 3 animal control officers to enforce City by-laws; (5) Humane Services – emergency response concerning non-owned animals that are sick, injured trapped or in distress; (6) Additional Services – public education and awareness, advice to City staff, general advice to the public. A detailed description of the services and how they have changed under the terms of the new proposed agreement is attached as Appendix 1.

Background

The Lincoln County Humane Society has been the City's contractor for Animal Control Services since 1980. Pursuant to Council direction, staff issued a Request for Expression of Interest (EOI) for these services in January 2013 to determine whether there is sufficient interest from other qualified bidders to implement a competitive process. The City did not receive any expressions of interest from other potential contractors with the necessary facilities, staffing and experience to deliver the scope and scale of services required by the City.

On August 26, 2013, staff reported the result of the EOI process to City Council and General Committee passed the following resolution:

“That staff be directed to negotiate with Lincoln County Humane Society for the provision of animal control and animal shelter services based on the changes proposed in this report; and

That staff be directed to issue a request for expression of interest for trap, neuter, vaccinate and release services and report to Council on potential partnership arrangements in 2014; and

That Council direct staff to negotiate a one year contract with LCHS and prepare a report to Council at the end of that year; and

Further, that Council direct staff to include in the negotiation process that a member of city staff be allowed to inspect the facility on a complaint basis.
FORTHWITH”

Report

City staff has worked with the LCHS Executive Director to negotiate a contract that reflects the following general objectives:

- (i) Finding homes for adoptable animals, thereby reducing the need to euthanize healthy adoptable animals due to Shelter capacity limits.
- (ii) Supporting responsible pet ownership through education and outreach, promotion of spay-neuter programs and increasing participation in the dog licensing program.
- (iii) Improving community awareness, support and participation in programs related to animal adoption and/or fostering and responsible pet ownership.
- (iv) Creating partnerships with other community organizations, professional associations and businesses with complimentary goals and objectives.

The intent of the new agreement is to transition animal control services to a model that better addresses cat overcrowding at the shelter and low compliance rates for dog licensing.

Changes to the agreement include removing requirements to patrol for stray cats and limiting the acceptance of owned cats surrendered by City residents to the availability of shelter capacity. Unfortunately in the past, Shelter overcrowding has led to concerns regarding the need to euthanize adoptable cats. These changes will promote responsible pet ownership and encourage residents to pursue opportunities to re-home cats (private adoption) or utilize foster services. For its part the Lincoln County Humane Society has substantially lowered its fees for cat adoptions to address overcrowding. Complaint based community patrols and park patrols will continue.

With respect to dog licensing, City staff and LCHS staff have commenced a Lean process review (facilitated by the Regional Municipality of Niagara) to improve efficiency, reduce costs and improve the customer service experience. This process is on-going and staff is committed to making improvements. The LCHS on its own initiative has recently implemented an on-line service to purchase dog licenses through their web-site. Preliminary discussions are also underway to reach out to other animal care partners in the community, for example, veterinarians to partner with the LCHS and City to sell dog licenses. This potential program would be administered by the LCHS. The proposed agreement also provides for the “free ride” home for dogs picked up by the LCHS that are wearing a current license. As long as the owner retrieves their dog the same day they will not be charged any shelter fee.

To address concerns regarding accountability of the service, the new proposed agreement provides that the performance of the LCHS will be evaluated annually and prior to the consideration of renewal options. Staff will prepare an annual report to Council reporting on the achievement of the general objectives and specific performance measures. To facilitate this process the proposed agreement also requires comprehensive quarterly reports that include data collection on all aspects of the services. This will allow the City to evaluate performance year over year, track activity and evaluate trends in adoption rates and licensing. At the present time it is difficult to incentivize the fee structure of the contract as we do not have good data to determine benchmarks.

As directed by Council the proposed agreement includes the ability to enter and inspect the shelter facility for the purpose of ensuring compliance with the agreement.

Financial Implications

The proposed compensation is in accordance with the 2014 approved budget for animal control services. In addition the LCHS receives as a commission equal to 100% of the dog license fee paid by owners for new licenses and 30% for license renewals. This commission rate has not changed and has no budget impact.

Staff conducted a comprehensive survey of other municipalities in January 2013 to determine how much other communities pay for this service. The survey revealed that the scope and level of services provided, and means of delivery vary widely from municipality to municipality. Accordingly it is very difficult to make any similar service delivery comparisons without drilling down extensively into the individual contracts. Some pay less, some pay more; but for what exactly is not immediately clear. Staff is satisfied on the whole that the existing contract compensation represents a fair exchange of value.

Conclusion

The proposed one year agreement adopts measures to improve accountability and to re-focus efforts on improving adoption rates and dog licensing. Improved data collection and reporting will also assist staff and Council to monitor the performance of this service and to make future adjustments as required ensuring that this program area meets or exceeds community objectives, standards and affordability.

Notification

It is in order for the Clerk to advise Mr. Kevin Strooband, Executive Director, Lincoln County Humane Society.

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Submitted and Approved by:

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Service Description	Changes
<u>Community Response:</u>	
<p>Provide a 7 day a week, 24 hour per day including Holidays availability to the public to receive Animal related complaints, including: dogs at large, barking dogs, dogs without licenses, “poop and scoop”, dog bites, keeping dogs and cats that exceed permissible numbers, and keeping prohibited exotic animals or Pit Bulls. Outside of normal business hours when the Shelter is not staffed a professional answering service shall be engaged</p>	<p>The previous contract required the LCHS to “respond to <u>all</u> requests for assistance where such requests relate to <u>any problem involving animals</u>”. It also requires the LCHS to respond to Pit Bull complaints at no charge.</p> <p>The contract changes reflect a reduced but more representative service level, restricting the assistance to those areas that the City regulates.</p> <p>Both the previous and the proposed contract include responding to barking dog complaints, although this service is not being provided currently.</p>
<p>Respond to Animal Control By-law related complaints from the public or referred by City staff between the hours of 8:30 a.m. to 8:30 p.m., seven (7) days per week, including Holidays. The response to complaints regarding wild animals shall be limited to providing information. Complaints are to be logged with actions taken and results.</p>	<p>Service hours are changed from 9-9 at the LCHS request to reflect actual hours of staffing. The contract is clarified to provide that regarding wild animals the service is limited to information. The existing contract does not specify how wild animal complaints are handled (see note above).</p> <p>The requirement to log complaints is new to assist collection of service metrics.</p>
<p>Provide emergency assistance upon request, seven (7) days per week, twenty-four (24) hours per day including Holidays, to the Niagara Regional Police, Health Unit, EMS or Fire Department for animal apprehension and impoundment; including biting incidents, wildlife, rabies control, quarantine and other animal related problems.</p>	<p>Emergency assistance is not changed but the contract is clarified to provide that it is available 24/7. This is not clear in the existing contract but that is the level of service that the LCHS has historically provided.</p>
<p>Provide daily vehicle patrols of City parks between 8:30 a.m. and 8:30 p.m. from the street and visual inspection of parks not visible from the street, including the Canal Walkway system from Lock 1 to Glendale Ave. and daily patrol of the City off-leash dog parks. City staff may request targeted</p>	<p>Current agreement requires daily patrol of of <u>all</u> City parks and Canal walkway. This is not done in practice.</p> <p>The current agreement also requires daily patrol within the City, sufficient to handle calls for service.</p>

patrols if specific problem areas are identified.	<p>The new agreement provides targeted, complaint based patrols and is a reduction in this portion of the overall services.</p> <p>The existing contract requires daily patrol of the off leash dog parks (which has not changed) at no additional cost.</p> <p>At the request of the LCHS the hours have been changed to 8:30 – 8:30 from 9-9.</p>
<p>Apprehension of stray, or at large, dogs and transportation to:</p> <p>(a) the Owner without fee, between 9:00 a.m. and 9:00 p.m. provided the dog is wearing a current license and is not habitually at large;</p> <p>(b) to the Shelter if the dog is unlicensed or not wearing a current license; or</p> <p>(c) a veterinary facility, if the dog requires immediate medical attention.</p>	<p>The change in this service is to provide the “free ride home” for dogs found running at large if they are wearing a current license. This is New.</p> <p>We are advised that the LCHS does attempt to locate the owner when they apprehend a dog at large and return it to the owner immediately, but if the owner cannot be located and the dog is brought to the shelter then the LCHS will charge the owner an additional fee for boarding. This change will result in some loss of fees to the LCHS.</p>
Provide advice to the public concerning nuisance small animal complaints (e.g. skunks, raccoons, feral cats etc.).	This service – which is currently provided by the LCHS is not explicitly described in the current contract – apart from the general requirement to “respond to all requests for assistance”. This language is added to clarify the level of service.
Upon request supply live animal traps, for a refundable deposit, to residents together with instruction concerning their safe and humane use.	New. This service is provided by the LCHS but not specified in the existing contract.
Remove and dispose of small Animal carcasses, wild or domestic from City property and all Public Highways under municipal jurisdiction, through pathological incineration, or other methods, which meet with approval of the relevant health and environmental authorities and by mutual agreement with the City. In the event of an emergency where the Animal carcass	<p>The existing contract does not require the LCHS to attempt to identify and notify the owner of the deceased animal, although we understand that this is commonly done. It is now a requirement, accordingly it is new.</p> <p>After hours pick ups are currently invoiced</p>

creates a hazardous road condition the LCHS shall respond after regular business hours. Efforts to identify and notify the Owner of the Animal, if applicable will be made in a timely manner and appropriate enforcement may commence as necessary.	separately for a fee of \$75, however, this cost has been included in the annual budget and proposed annual fee, and is therefore <u>not</u> a reduction in the amount paid to the LCHS.
<u>Shelter Services:</u>	
Provide and manage a Shelter at 160 Fourth Avenue, in the City of St. Catharines, operated in accordance with the <i>Animals for Research Act</i> and <i>Pounds Act</i> as amended and generally accepted practices for Shelters; which will provide Shelter services for all Animals which are impounded by the LCHS or Pets surrendered by City residents. At the end of the redemption period provided in the <i>Animals for Research Act</i> the ownership and responsibility for the final disposition of these Animals shall reside with the LCHS.	No change.
Receive at the Shelter owned Pets surrendered by City residents, provided that the Shelter has capacity.	At the request of the LCHS the proposed contract provides that the shelter may refuse to accept pets turned in by residents if they are no longer wanted or unable to be kept, if the Shelter is at capacity. The LCHS advises that this only happens for cats. The proposal is intended to reduce euthanasia rates and to encourage responsible pet ownership and other alternatives. However, this is a reduction in services. There is no such restriction in the existing agreement and in addition the LCHS is required to pick up these animals from residents.
Receive at the Shelter stray cats that have been live trapped or otherwise confined by City residents.	<p>This is a reduction in services as the LCHS is currently required to pick up stray cats. The proposed contract has been refocused to put the emphasis on services that do not produce overcrowding.</p> <p>Under the existing contract a portion of the services for which the LCHS is</p>

	<p>compensated is the “disposal of stray cats” (i.e. euthanasia).</p> <p>The purpose of the change is to reduce the provision of euthanasia as a service, without reducing payment to the LCHS, with the intention to support other services that encourage better outcomes for adoptable animals.</p>
Pick up and receive at the Shelter confined wildlife which are injured, or sick.	No change.
Provide facilities for the quarantine of Animals in accordance with Animal Control By-laws and provincial legislation.	No change in service. Under the existing contract this service is invoiced separately (\$10,000 annually) however this amount is included in the annual budget and proposed annual fee and is therefore not a reduction in the amount paid to the LCHS.
Offer Animals for adoption at the shelter between 9:00 a.m. to 5:00 p.m. on weekdays and an additional 10 hours on weekends, for a minimum total 50 hours per week.	No change.
Any Animal impounded that requires the services of a veterinarian doctor will be given such services as soon as reasonably practicable under the circumstances and a veterinarian doctor shall be available on call at all times for this purpose. The costs for such care may be collected from the Owner or adopting party.	This is new as a contract requirement; however we understand that this reflects current practice.
Before releasing any impounded dog to the Owner or for adoption, ensure that if the Owner or adopting party resides in the City that a current license has been obtained and paid for.	No change.
Before releasing any impounded dog or cat for adoption, ensure that if the adopting party resides in the City that the dog or cat has been spayed or neutered.	No change.
Implement initiatives to increase awareness and cultivate new Foster homes and Re-Homing opportunities as well as increasing Shelter adoptions for adoptable cats and dogs; including, developing partnerships with City businesses and volunteer based rescue	New. This has been added to the proposed contract to refocus the services that are compensated from euthanizing animals (stray cats almost exclusively) or boarding animals for lengthy periods, to finding them homes. The expectation is that the LCHS can work with other

organizations to bring adoptable Pets and the adoption/Foster/Re-Homing message to the public.	volunteer based organizations and the animal service oriented businesses to raise the profile of the adoption message.
Provide for the humane euthanasia of impounded Animals after the redemption period, and following all reasonable efforts to locate the Owner or adopt or Foster the Animal, unless illness, injury or temperament requires earlier disposal. Euthanasia must be performed by a veterinarian or registered veterinary technician using methods appropriate for the species and condition of the Animal, and shall be done in accordance with the <i>Animals for Research Act</i> .	New. Euthanasia of impounded animals has always been a component of the services provided by LCHS. However, what is new is the specific requirement to use “all reasonable efforts to locate the owner or adopt or foster the animal” and specific standards regarding who is qualified to euthanize an animal.
<u>Dog Licensing:</u>	
Issue dog license tags on behalf of the City and in accordance with the City’s Animal Control Bylaws and fees established by the City, if the dog is not in possession of a valid tag at the time of impoundment or any investigation.	No change.
Offer dog licenses for sale at the Shelter between 7:00 a.m. and 9:00 p.m. on week days and 9:00 a.m. to 9:00 p.m. on Saturdays and Sundays.	No change.
Undertake an expired dog license follow up program on behalf of the City	No change.
Provide the City with a monthly license sales report, in a form acceptable to the City, and remit to the City all revenue collected for the sale of licenses.	No change. Although expanded reports are required under the proposed agreement for all services.
Implement initiatives to increase awareness of the dog licensing program; including, developing partnerships with City businesses and veterinarians to offer the sale of dog licenses and administering these partnerships on behalf of the City.	New. The proposed contract offers the opportunity to the LCHS to partner with others to sell dog licenses at other locations, for which the LCHS would receive commissions. This has the potential to increase the sales of dog licenses which would increase LCHS commissions.
<u>Enforcement Services:</u>	
Provide a minimum of three (3) qualified	The number of officers has not increased.

Animal Control Officers who will be appointed by the City as municipal law enforcement officers for the purposes of investigating complaints and enforcing the Animal Control Bylaws and the <i>Dog Owners' Liability Act</i> .	However the proposed contract requires enforcement of <u>all</u> animal control by-laws. New. Previously it only referred to the by-law regulating dogs. The other by-laws are the exotic animal by-law and by-law restricting the numbers of cats and rabbits. Neither of the additional by-laws is enforced proactively. Response is complaint based only. The City receives very few complaints related to either by-law.
Respond to all complaints regarding Animal Control Bylaws and the <i>Dog Owners' Liability Act</i> offences within 18 hours of receiving them, and take the appropriate enforcement action. During the investigation of any dog related complaint, Animal Control Officers shall determine if the dog has a valid license and if not take appropriate action to ensure compliance.	The service is not new, apart from including the additional animal control bylaws. However including a service standard (18 hrs) for response is new . The existing agreement is silent on response time.
The Animal Control Officers shall issue written and or verbal warnings and commence proceedings by offence notice or information in accordance with the requirements of the <i>Provincial Offences Act</i> for offences identified in the Animal Control Bylaws and shall be available to testify in court and provide evidence and otherwise provide full assistance and cooperation to the Municipal Prosecutor.	No change.
The Animal Control Officers provided by the LCHS shall be thoroughly knowledgeable of the provisions of the Animal Control Bylaws and applicable provincial legislation and receive appropriate training to competently carry out the duties of a provincial offences officer.	No change in service but the statement of the service standard expectation is new . The City's legal department has offered free training to the animal control officers regarding preparedness for court proceedings.
Animal Control Officers shall be professionally uniformed and properly equipped, including personal protective equipment, as required to capably and safely complete their duties. Vehicles shall be clearly marked and be maintained	New. These service expectations are not explicitly stated in the existing agreement.

in a clean and sanitary condition.	
<u>Humane Services:</u>	
Provide 24 hour/7 days per week, including Holidays emergency response to calls concerning any non-owned or stray animal at large that may be sick, injured, trapped or in distress and requires humane involvement.	The existing contract did not adequately distinguish between the LCHS's role as the City's contractor and its role and obligations as an agent of the OSPCA. The proposed contract is a reduction in services, in that the contracted services no longer include humane services that would fall within the jurisdiction of the OSPCA. For example, investigation of complaints of cruelty or abuse of animals.
<u>Additional Services:</u>	
Provide assistance and advice to the City on the updating and revision of its Animal Control Bylaws.	No change.
Deliver educational and awareness services in the community that will encourage responsible pet ownership; promote spay and neuter, reduce the number of strays and achieve higher levels of adoption.	No change, other than to re-focus the purpose. The existing contract focuses on types of programs (example only) not purpose.
Assist Owners to re-unite with lost Pets by offering a lost and found service for City residents.	New. This is a service that the LCHS does offer the community, but it is not specifically required under the existing contract.
Provide general advice to callers re wildlife or pet issues, problems and questions.	No change.
	Disposal (euthanasia) and cremation of pets surrendered by residents. This service has been deleted from the proposed contract and is therefore a reduction in services. This service is provided by the LCHS for a fee to the owner of the pet.