



REQUEST FOR PROPOSAL

Homer Animal Shelter
Operation and Management
Services



CITY OF HOMER, ALASKA

Ken Castner, Mayor

CITY MANAGER

Robert Dumouchel

**Request for Proposals
By the City of Homer, Alaska
For Operation and Management of the
Homer Animal Shelter**

Sealed proposals for Operation and Management of the Homer Animal Shelter will be received until 4:00 p.m., Friday, October 27th, 2023 at the office of the City Clerk, City Hall, City of Homer, 491 E. Pioneer Avenue, Homer, Alaska, 99603. The time of receipt will be determined by the City Clerk's time stamp. All proposers must submit a City of Homer Plan Holders Registration Form to be on the Plan Holder's List.

All proposers are required to attend one mandatory Pre-Proposal Conference and Tour either: Thursday, October 5th, 2023 at 1:00 p.m. or Friday, October 6th, 2023 at 1:00 p.m., at the Homer Animal Shelter, 3575 Heath Street, Homer, Alaska.

Please direct all questions regarding this proposal to:

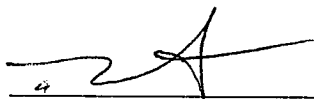
Mark Robl, Police Chief
City of Homer, Police Department
625 Grubstake Ave.
Homer, AK 99603
(907) 235-3150

The Request for Proposals package and Plan Holder registration form is posted on the City website: <http://www.cityofhomer-ak.gov/rfps>. Paper copies of the Proposal Documents may be purchased at the Office of the City Clerk upon payment of \$5 per set (\$10 for overnight delivery). All fees are non-refundable.

Proposals received after the time specified or proposals received from proposers not listed on the Plan Holders List will be considered non-responsive and shall not be considered. The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the respondent that best meets the City's needs.

Dated this 5th day of September, 2023

CITY OF HOMER



Robert Dumouchel, City Manager

Advertise:

Homer News: September 14th, 2023 and September 21st, 2023

Peninsula Clarion: September 14th, 2023

Anchorage Daily News: September 14th, 2023

Acct #100-160-5227



**REQUEST FOR PROPOSAL FOR OPERATION AND MANAGEMENT
OF THE HOMER ANIMAL SHELTER**

The City of Homer, Alaska has begun the competitive selection process from firms interested in providing operation and management services for the City of Homer Animal Shelter. The City is soliciting proposals and statements of qualifications from individuals or firms interested in this opportunity.

The Contract will be awarded pursuant to a Request for Proposal process.

This RFP document contains:

- Schedule of important dates and deadlines
- Objective & Description of Required Standards
- Instructions for submitting a Proposal
- Evaluation Criteria
- Agreement for Professional Services Contract
- Appendix A- Scope of Work
- Exhibits

You are encouraged to review this RFP carefully so you may offer your feedback or request clarification prior to the submittal deadline. We look forward to your participation. If you have any questions, please don't hesitate to call.

Robert Dumouchel, City Manager



Request for Proposal

Homer Animal Shelter

September 2023

SCHEDULE

ACTIVITY

DATES

Publish Dates:

Homer News: September 14th and 21st
Peninsula Clarion: September 14th
Anchorage Daily News: September 14th

**Mandatory Pre-proposal Meeting
and Facility Tours** (must attend one)

Thursday, October 5th, 2023
1:00 PM

or

Friday, October 6th, 2023
1:00 PM

Submittal Deadline:

Friday, October 27th, 2023
4:00 PM

Submittal Address/Location:

City Clerk
Homer City Hall
491 East Pioneer Avenue
Homer, AK 99603

**Homer City Council Approval of Successful
Proposal and Contract Agreement:**

November 27th, 2023

Please note that this schedule is subject to change. Any date(s) may be extended by the City Manager when in the interest of the City to do so.



Request for Proposal

Homer Animal Shelter

September 2023

PART I

Please note that the terms of this Contract Opportunity, including the provisions relating to Scope of Work, Contract Term, Renewal Options, Insurance, and Operational Requirements, are described in more detail in the attached Contract Document and Appendix A.

1. INTRODUCTION

This RFP is intended to inform interested parties about the competitive selection process for professional services sought to provide operation and management for the Homer Animal Shelter. .

2. DESCRIPTION OF THE HOMER ANIMAL SHELTER AGREEMENT

In participating in this selection process, each Proposer will be seeking the opportunity to manage and operate the Homer Animal Shelter, as described in Appendix A, pursuant to Homer City Code Title 20. Appendix A describes the operational requirements of this management opportunity, including a General Description, Management and Operation of Animal Shelter, Animal Care and Feeding Routine, Vehicle, Records, Animal Adoptions, Fee Collection, Animal Control Code Enforcement, Volunteers, and Maintenance Requirements.

The City Manager reserves the right to revise the form of the Contract prior to its execution to:

- (a) Reflect the Operation and Management Opportunity developed pursuant to this RFP, and
- (b) Incorporate any City requirements adopted or deemed applicable after the drafting of such draft Agreement, and
- (c) Incorporate any other non-substantive provisions desired by City Council.

3. GENERAL BACKGROUND

a. RFP. The Proposer should address all activities for operation and management of the Homer Animal Shelter.

b. Hours of Operation. The Shelter shall be open to the public and the Contractor shall provide telephone inquiry response to the public during at least the hours from 12:00 to 5:00 p.m. Tuesday through Saturday excluding holidays. Hours of operation for daily animal care and adoptions, to meet the contract's scope of work, is left to the discretion of the Proposer.



Request for Proposal

Homer Animal Shelter

September 2023

c. Requirements. The Contractor will be responsible for providing personnel, food and supplies related to animal care, responding to complaints, issuing citations, providing janitorial services (including cleaning supplies) for the building, and providing animal control vehicle/ all costs associated with the vehicle, and contracting or purchasing veterinarian services for emergency medical care and euthanasia of animals.

d. Responsibilities. Contractor personnel shall be available to respond to calls and complaints regarding animals during at least the hours from 8:00 a.m. to 7:00 p.m. Monday through Sunday. Contractor shall have sufficient personnel available to respond to calls and complaints without curtailing the hours that the Shelter is open to the public. Calls after these hours will be directed to the Homer Police Department. When necessary, the Homer Police Department will initiate call outs. Contractor should provide an hourly rate for call outs, in addition to the Contract Proposal Amount.

PART II

1. OBJECTIVE

Contractor selected to operate the Homer Animal Shelter must provide safe and humane treatment for all animals, operate in compliance with Homer City Code Title 20 and the Humane Society of the United States Standards for Operating an Animal Shelter. The Contractor should introduce ideas and alterations to lower the costs of any and all aspects of operations, as well as purchase local supplies and consumable services wherever practical.

2. MANDATORY PRE-PROPOSAL MEETING AND FACILITY TOUR

a. Meeting and Facility Tour. The City will conduct two Pre-Proposal Meetings and Tour of the Homer Animal Shelter facilities on:

October 5th, 2023 and October 6th, 2023. Meetings start promptly at 1:00pm.

Interested proposers should contact Mark Robl, Chief of Police @ mrobl@ci.homer.ak.us no later than *Friday, September 29th, 2023* to confirm which date they plan to attend the Pre-Proposal Meetings and Tour of the Homer Animal Shelter facilities.

b. Responsive Bids. Proposer's must attend one of the two Pre-Proposal Meetings. Only those in attendance will be considered responsive bids. All Proposers must have their name on the Official Plan Holders List at the City Clerk's Office to be considered a responsive bidder.

c. Purpose. The Pre-Proposal Meeting and Facility Tour is designed to answer all questions regarding the RFP, as well as allow potential Contractors the chance to see the facilities.



Request for Proposal

Homer Animal Shelter

September 2023

PART III

1. REQUIRED STANDARDS

This section establishes certain standards of experience and financial capability required by the City in order for a Contractor to be considered qualified. The City, in its sole discretion, will decide if a Contractor meets the standards. Scoring of the Responsive Proposals is described in the Proposal Evaluation Process.

a. Experience. The City is seeking a Contractor with at least three years of experience working in animal control or a related field. Certification as an Animal Control Officer 1 from the National Animal Control Association is preferred.

b. Insurance. Contractor must furnish comprehensive general liability insurance of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and/ or property damage. The City of Homer shall be named as additionally insured, which shall be primary to any policy obtained by the City that provides similar coverage for such activities. If employees are hired, proof of workers compensation insurance is required. Contractor should obtain medical and professional liability coverage.

c. Vehicle. Contractor must provide a vehicle(s) to perform animal control duties. Vehicle should be clearly identified as "Animal Control." Contractor must obtain automobile liability insurance coverage with policy limits not less than \$300,000 per occurrence for all owned, non-owned, and hired automobiles.

d. Financials. Contractor must submit a credit report prepared by a credit reporting company and dated not earlier than 30 days prior to the RFP due date.

e. Background Check. Contractor must submit a background check conducted by the Alaska State Troopers and be able to pass a background investigation by the Homer Police Department.

PART IV

1. BUILDINGS AND EQUIPMENT OWNED BY THE CITY

All land, buildings, improvements and permanent equipment which are presently in place, or new real property improvements or equipment which may be added, shall remain or become the property of the City. Contractor will be liable for the cost of damage to the City's building, improvements and equipment caused by negligence, recklessness, or intentional misconduct of Contractor or its employees.



Request for Proposal

Homer Animal Shelter

September 2023

Should the Contractor fund the implementation of any facility improvement or purchase equipment at the request and approval of the City, such equipment or facilities shall become the property of the City after completion of a repayment schedule. All existing facilities and equipment shall be made available to the Contractor for his use in providing the services under the contract.

Expendable supplies which are on hand on the day of the contract execution shall be inventoried. The Contractor shall have access to these supplies during the duration of the contract, but shall maintain the inventory such that at the end of the contract period, the City inventories shall be replenished for supplies used or substituted, with City approval, during the term of the contract.

PART V

1. INQUIRIES REGARDING RFP

Interested parties will be granted individual Pre-Application Meetings upon request. Inquiries regarding the RFP and all requests for written modification or clarification of the RFP must be directed to:

Mark Robl, Chief of Police
Homer Police Department
625 Grubstake Ave.
Homer, AK 99603

Email: mrobl@ci.homer.ak.us
Phone: (907)235-3150

Any questions concerning building maintenance of the Animal Shelter should be directed to:

Dave Welty, Maintenance
City of Homer- Public Works
3575 Heath Street
Homer, AK 99603

Email: dwelty@ci.homer.ak.us
Phone: (907) 235-3170

Inquiries must be received at least 10 days prior to the RFP submittal deadline. Copies of all written requests and replies will be forwarded to each Proposer on the Official Plan Holders List. Only formal, written responses to properly submitted questions will be binding.

2. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

Proposals must be received by **4:00 p.m. on Friday, October 27th, 2023**. Postmarks will not be considered in judging the timelines of submission. Late submissions will not be considered. Proposals submitted by fax or email will not be accepted.

Proposals may be delivered in person or mailed to: City Clerk
Homer City Hall
491 East Pioneer Avenue
Homer, Alaska 99603



PART VI

SUBMITTAL FORMAT AND CONTENT

Each Contractor must submit six (6) copies of their proposal.

Proposals shall be submitted in a sealed envelope clearly marked, **RFP - HOMER ANIMAL SHELTER.**

To be deemed responsive, Proposals must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. CONTRACTOR INFORMATION

- a. Provide the full name, tax identification number, and main office address of the entity (the Contractor)
- b. Identify when the Contractor was organized & commenced business under that name. Identify whether the Contractor is a corporation, limited liability company, partnership, or other type of legal entity, and which state in which the Contractor organized. Provide a copy of the Certificate of Organization issued by the state in which organized.
- c. Provide a listing of all full service contract operations and management contracts which the Contractor has currently, including; gross annual amount of each contract, the contract start date, the anticipated completion date, the name/ address/ contact person and telephone number of the owner, as well as the size and type of facility.
- d. Identify the firms you intend to subcontract or otherwise use to perform work if you are awarded this contract
- e. Attachments Requested- per the application form, including, but not limited to the following documentation:
 - a. Partnership or corporate agreement
 - b. Business License
 - c. References and any other information that is directly pertinent to the Evaluation Criteria contained herein



Request for Proposal

Homer Animal Shelter

September 2023

2. STATEMENT OF QUALIFICATIONS

- a. Executive Summary. Brief discussion regarding ability to carry out the contract. Contractor should provide the annual cost proposal for contract. The annual cost proposal should also include an hourly rate for responding to call outs after hours.
- b. Required Standards. Address the topics/ provide documentation for: Experience, Insurance, Vehicle, Financials, Background Check listed in Part III.
- c. Qualifications/ Related Experience. A brief discussion of Contractor's experience in similar type and size of projects.
- d. Operating Plan. The Operating Plan should address the following topics:
 - Provide names of individuals assigned to this contract and provide the background and experience of those individuals.
 - Provide a detailed staffing plan indicating the type and quantity of the various positions the Contractor feels necessary to provide the services requested.
 - Provide an operating plan for the facilities that indicate how the Contractor will provide operations and management services.
 - Specifically identify additional services that exceed the services requested herein.

3. CONTRACTOR REQUIREMENTS

- a. Personnel Services. Includes, but not limited to, salaries, wages, overtime, worker's compensation coverage and other indirect costs attributable to employees.
- b. Equipment. Includes, but not limited to, vehicles (including fuel), office equipment, safety equipment, tools, communication equipment (cell phones), and mechanical equipment.
- c. Materials and Supplies. Includes, but not limited to, all animal food and supplies, office, and janitorial supplies.
- d. Outside Supplies. Includes, but not limited to, equipment rentals, temporary and/or part-time help, legal fees, postage and freight charges, advertising, printing and binding, insurance, and other professional services (such as veterinarian fees).
- e. Maintenance and Repair. Includes the total of maintenance and repair of animal control vehicles, cleaning equipment, or other required equipment.
- f. Other. Any and all expenses not identified in any other specific category.



PART VII

1. PROPOSAL EVALUATION PROCESS – GENERAL

To participate, each proposal must be submitted on or before the Submittal Deadline.

Proposals will be reviewed by staff to ensure the application is complete. If the application is incomplete, the proposal will be deemed nonresponsive. If the application is complete, the proposal will be reviewed and evaluated by the Evaluation Committee before recommendations are forwarded to City Council.

2. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria and scored according to the point scale:

Evaluation Criteria	
<p>1. Experience</p> <ul style="list-style-type: none"> • Qualifications to operate and manage Animal Shelter • Record of operating facilities/ providing professional services of similar size & complexity • Safety record, compliance infractions 	<i>20 points</i>
<p>2. Business Plan</p> <ul style="list-style-type: none"> • Financial report including credit history, listing your assets and liabilities. Also note what assets are available to support operations of this venture • Clarity & overall appeal/ quality of plan detailing services to be provided • Detail of plan for recordkeeping, reporting methods for monies received, licenses issued, adoptions approved/ denied, animals euthanized, etc... • Current business and plan to incorporate your vision into the Homer Animal Shelter • Cost Proposal 	<i>40 points</i>
<p>3. Hours of Operation and Staffing</p> <ul style="list-style-type: none"> • Intended hours of operation • Qualifications of personnel being proposed for hire in terms of expertise & experience 	<i>10 points</i>
<p>4. Quality of Submittal</p> <ul style="list-style-type: none"> • The Proposer's responsiveness to the Statement of Qualifications portion of the RFP • The Proposer's responsiveness to the Required Standards portion of the RFP • Attendance at Mandatory Pre-Proposal Meeting & Facility Tour • Conformance with proposal sought in RFP, including compliance and timely submission of all documents requested 	<i>30 points</i>
Total Possible Points	
100	



3. SELECTION OF PROPOSAL & NEGOTIATION AGREEMENT

After evaluation and ranking of the Proposals, the top two scoring submittals can be further evaluated based on an oral interview with the Evaluation Committee. The purpose of this interview, if deemed necessary, is to clarify and evaluate the qualifications of each Proposal.

Following interviews, the Evaluation Committee will meet to discuss the Proposals and compare scores. A consensus will be reached and a recommendation will be forwarded to the City Council. If the Council approves, the City will offer the highest ranking Proposer an opportunity to negotiate an Agreement. The commencement date of the Contract will be negotiated with the successful Proposer.

- a. If the City determines, at its sole discretion, that it will be unable to reach an acceptable agreement with a Proposer within an acceptable amount of time, the City may terminate negotiations with that Proposer and begin negotiations with the next highest ranking Proposer.
- b. The City may withdraw its solicitation of proposals at any time before the City Council approves a Proposal.
- c. The City reserves the right to reject any or all responses, may waive any or all informalities or irregularities, and may permit the correction of errors or omissions in responses.
- d. The responsibility for final selection and Contract negotiation rests solely with the City.

The City reserves the right to make an on-site inspection and evaluation of any facility at which contract operations services are currently being performed by the Contractor. If the City chooses to exercise this right, the Contractor shall provide a representative to accompany the City or its delegated representative(s) on any on-site inspection. The inspection is not limited to only one facility.

**CITY OF HOMER, ALASKA
ANIMAL CONTROL SERVICES AGREEMENT**

ANIMAL CONTROL SERVICES AGREEMENT (“Agreement”) dated as of _____, __, 2023 is entered into between the City of Homer (“City”), an Alaska municipal corporation, and _____ (“Contractor”), a [jurisdiction/form of organization].

In consideration of the mutual covenants herein, the parties agree as follows:

1. Services. Contractor shall operate and manage the Homer Animal Shelter (“Shelter”). The scope of the services that Contractor shall provide under this Agreement is more completely described in Appendix A hereto, which is incorporated herein by reference. Except as this Agreement specifically provides otherwise, Contractor shall be solely responsible for the means, methods and procedures for providing services under this Agreement, and for any error or omission in performing the services. City may require Contractor to perform additional services by written change order; Contractor shall not be entitled to compensation for additional services that are not authorized in advance by a written change order signed by the Administrator describing the additional services and the compensation payable to Contractor therefor.

2. Parties’ Representatives. The Chief or Police or designee (Administrator) shall administer this Agreement on behalf of City. At the time this Agreement is executed, Contractor shall designate by written notice to the Administrator, the name, telephone number and email address of the person who will be Contractor’s representative, and thereafter shall notify the Administrator promptly in writing of any change in the name or contact information of Contractor’s representative.

3. Compensation. As compensation for the services that Contractor provides under this Agreement, City shall pay \$_____, payable in equal monthly installments of \$_____. In addition, City shall pay Contractor \$_____ per hour for the time when a Contractor employee is called to work outside of the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday at the request of the Homer Police Department. On or before the fifth day of each month, Contractor shall submit to the Administrator a written invoice for services performed during the previous month. Payment of an invoice shall be due two weeks after City’s receipt of the invoice.

4. Term. The term of this Agreement commences on _____, __, 2024, and expires on _____, __, 2029, unless terminated earlier under Section 14, or unless extended as provided in Section 5.

5. Renewal Option. The parties may agree to extend the term of this Agreement for not more than one additional two-year period.

6. Insurance.

A. *Required Policies.* Contractor shall procure and maintain at its sole expense, and shall keep in full force and effect throughout the term of this Agreement, the following policies of insurance:

1

(i) Commercial General Liability Insurance, \$2,000,000 combined single limit per occurrence for bodily injury and property damage claims arising from all operations related to this Agreement. The general aggregate limit shall be \$2,000,000.

(ii) Commercial Automobile Liability Insurance, \$2,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Worker's Compensation and Employers Liability.
Worker's

Compensation shall be statutory as required by the State of Alaska. Employers Liability shall be endorsed to the following minimum limits: (i) bodily injury by accident--\$1,000,000 each accident; and (ii) bodily injury by disease--\$1,000,000 each employee, \$1,000,000 policy limit.

B. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

(i) Commercial General Liability and Automobile Liability:

(a) City, its officers, officials, employees and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to City, its officers, officials, employees and volunteers.

(b) Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute to it.

(c) Contractor's insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from services performed by Contractor for City.

(ii) Worker's Compensation and Employer's Liability. Contractor's insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from services performed by Contractor for City.

C. *All Insurance.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given by the insurer to City by certified mail, return receipt requested.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers qualified to do business in Alaska having a Best's rating of no less than A-: VII.

E. *Verification of Coverage.* Contractor shall furnish City with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms which meet industry standard. City reserves the right to require complete, certified copies of all required insurance policies at any time.

7. Hold Harmless and Indemnity. Contractor shall hold harmless, defend, and indemnify the City and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind caused by death or injury to persons or loss or damage to property from any cause:

A. Arising out of or in the course of Contractor's performance of services under this Agreement; or

B. Arising out of any breach by Contractor of any term or condition of this Agreement.

8. Vehicles. Contractor at its own expense shall provide all vehicles that are required to perform services under this Agreement. Contractor shall provide signage with the words "Animal Control" on all vehicles that Contractor uses to provide services under this Agreement. Contractor shall be responsible for all costs associated with such vehicles, including fuel and maintenance.

9. Homer Animal Shelter.

A. All land, buildings, improvements and permanent equipment that presently comprise the Shelter, and any new land, buildings, improvements and permanent equipment which may be added to the Shelter, shall remain or become the property of the City. Contractor shall pay the cost of repairing or replacing losses or damage to Shelter buildings, improvements and permanent equipment caused by the negligence, recklessness, or intentional misconduct of Contractor or its employees.

B. Upon the prior written request of the Administrator, Contractor may fund the construction or acquisition of equipment or improvements to the Shelter, and be reimbursed for the cost thereof on a schedule agreed upon between City and Contractor. Upon reimbursement by the City in full, the equipment or improvements shall become the property of City.

C. Contractor and the Administrator shall inventory the expendable supplies that are on hand at the Shelter at the commencement of the term of this Agreement. Contractor may use these supplies during the term of this Agreement, but shall at its own expense shall replenish supplies as they are expended, so that the quantity of expendable supplies at the Shelter at the end of the term of this Agreement is not less than the quantity recorded in the inventory at the commencement of the term of this Agreement.

D. Any donation of real property from any source for use by the Shelter shall be subject to the prior approval of the City Council.

10. Personnel.

A. Contractor represents that it has secured or will secure at its own expense all personnel required to perform services under this Agreement. Contractor will provide City with a current list of the names and addresses of all Contractor personnel that are performing services under this Agreement.

B. Contractor or Contractor's employees under Contractor's supervision shall perform all of the services required hereunder. All Contractor personnel providing services hereunder shall be fully trained and qualified to meet the requirements of the Association of Shelter Veterinarians "Guidelines for Standards of Care in Animal Shelters (2022), and shall possess all current licenses,

certifications and other authorizations required under federal, state or local laws to perform such services. Contractor shall provide any training of its employees that is required for them to be qualified to provide services under this Agreement, and provide them with any required protection/safety gear as specified by current law or regulations; including OSHA requirements. Contractor shall inspect all work performed by its personnel and ensure that the work meets the standards required by this Agreement. Contractor shall not subcontract any of the services required by this Agreement without the prior written approval of City.

C. Contractor may recruit volunteers to perform services at the Shelter under this Agreement under the supervision of Contractor. Volunteers shall be trained and qualified in the manner required for Contractor employees performing the same services. Each volunteer shall sign the Volunteer Agreement that is attached hereto as Exhibit B. ³

D. No Contractor employee may be under the influence of alcohol or any substance that is unlawful under AS 11.71, or the metabolite of any such substance, while providing services under this Agreement. No Contractor employee may possess alcohol or any substance that is unlawful under AS 11.71 at the Shelter. A Contractor employee or shall submit to a breath test or other testing for presence of alcohol or substances that are unlawful under AS 11.71 at the request of the Administrator if the Administrator or a Homer police officer has a reasonable suspicion that the Contractor employee has consumed or is under the influence of alcohol or a substance that is unlawful under AS 11.71. City may revoke the peace officer status, or require the suspension of termination from work under this Agreement, of a Contractor employee who tests positive for alcohol or a substance that is unlawful under AS 11.71 or refuses to submit to testing.

E. Contractor shall promptly identify all new employee and volunteer hires to the Administrator for the purpose of conducting background checks. The Administrator may require the removal of any Contractor personnel who do not satisfactorily pass a background check.

11. City Obligations. City shall provide at its expense for the use of Contractor in providing services under this Agreement the land, buildings, improvements and permanent equipment that comprise the Shelter, maintenance of such buildings, improvements and equipment, and utility service to the Shelter, including water, sewer, electricity, natural gas, trash collection, and telephone and internet service.

12. Informal Dispute Resolution. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with this Section.

A. If either party (the “Disputing Party”) disputes any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.

B. If the dispute is not resolved by Contractor representative and the Administrator within 10 business days, the Disputing Party shall deliver to Contractor’s chief executive officer and the City Manager a written statement (a “Dispute Notice”) describing the dispute in detail, including any time commitment and any fees or other costs involved.

C. Receipt by the Contractor’s chief executive officer and the City Manager of a Dispute Notice shall commence a time period within which the recipients the must exercise their

best effort to resolve the dispute. If the respective representatives cannot resolve the dispute within the 10 business days, the parties may assert their rights under this Agreement.

D. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures in this section, the parties shall continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

E. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures in this section, apply to a court having jurisdiction for any interim relief that is necessary to protect its interests pending completion of such informal dispute resolution procedures. The prevailing party shall recover its reasonable attorney's fees incurred in prosecuting or defending the application

13. Termination.

A. *Termination for Default.* Subject to completion of the dispute resolution⁴ procedures set forth in Section 12, if either party materially defaults in the performance of any of its obligations hereunder, the other party may, at its option, terminate this Agreement by providing the defaulting party 10 days' prior written notice of termination, which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the nondefaulting party (as evidenced by written notice delivered by the non-defaulting party), termination shall not take place.

B. *Termination Without Cause.* City may terminate this Agreement without cause by providing Contractor at least 30 days' prior written notice of termination.

C. *Consequences of Termination.* Upon termination of this Agreement for whatever reason:

- (i) Contractor shall be under no further obligation to provide services hereunder;
- (ii) Contractor shall return to City possession of the Shelter and all equipment and supplies that the City has provided, or that are City property, under the terms hereof;
- (iii) If City terminates for convenience under Section 13(B), City shall pay Contractor within 30 days of receipt of invoice for all work satisfactorily completed as of the date of termination, for which Contractor has not been paid previously.
- (iv) All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

14. No Waiver. No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both parties.

15. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be addressed as follows:

To City: City of Homer
Attn: City Manager
491 E. Pioneer Avenue
Homer, Alaska 99603

To Contractor:

Either party may, at any time, change its notice address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

16. Inspections and Access by City. Contractor will permit City, its agents, employees and contractors to enter all parts of the Shelter, to inspect the same and to enforce or carry out any provision of this Agreement, including without limitation, any access necessary for the making of any repairs which are City's obligation hereunder.

17. Compliance with Laws and Regulations.

A. Contractor at its own expense will obtain all necessary licenses and permits required to perform under this Agreement, including without limitation qualifying to do business in the State of Alaska, and obtaining a business license from the State of Alaska.

B. Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other applicable requirements at no additional cost to City.

18. Payment of Taxes. Contractor shall pay all federal, state, and local taxes incurred by Contractor and shall require their payment by any subcontractor or other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by AAC under this Agreement.

19. Captions and Headings. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

20. No Discrimination. Contractor shall not discriminate in its operation of the Shelter, performance of services hereunder, or hiring, promoting, disciplining or terminating employees against any person on the basis of the person's race, religion, color, national origin or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

21. Relationship of Parties. Contractor and any agents and employees of Contractor act as independent contractors to City and are not officers, employees, agents, partners or joint venturers of City in the performance of this Agreement. Neither party shall have the authority to enter into any agreement purporting to bind the other without the other's specific written authorization.

22. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validly; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

23. **Parties Interested Herein.** Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person, other than City and Contractor any right, remedy or claim under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of City and Contractor, and their permitted successors and assigns.

24. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Any civil action under this Agreement shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

25. **Assignment; Successors.** Contractor may not assign rights or delegate duties ⁶ under this Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of City, which City may grant or withhold at its sole discretion. This Agreement inure to the benefit of and be binding upon City, its successors and assigns, and shall be binding upon Contractor, its successors and assigns and shall inure to the benefit of Contractor and only such assigns of Contractor the assignment of this Agreement to whom City has consented.

26. **Entire Agreement; Amendment.** This Agreement represents the entire and integrated agreement between City and Contractor concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Contractor.

27. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF HOMER

CONTRACTOR:

Robert Dumouchel, City Manager

[Name]
[Title]

APPENDIX A SCOPE OF WORK

I. General

Contractor shall perform all services, including without limitation operating the Shelter, in accordance with Homer City Code Title 20 and the Association of Shelter Veterinarians “Guidelines for Standards of Care in Animal Shelters” (2022) (“ASV”). Contractor will accept animals delivered to the Shelter from the Administrator and City residents, provided that space is available. The animals will receive safe, humane treatment during their stay and if necessary, their disposal. Contractor will determine which animals are to be destroyed. The Shelter shall be managed in a manner that will encourage adoptions and positive placements of animals, subject to the requirement that the Contractor maintain available space to comply with the requirements of Title 20 of the Homer City Code. Contractor shall not accept wild animals at the Shelter.

Contractor shall establish comprehensive written policies and procedures for proper care and handling of animals based on the ASV that outline what proper care includes and include protocols for animal socialization and enrichment.

II. Management and Operation of the Shelter

The Shelter shall provide care and shelter for the animals that occupy the Shelter 24 hours a day, seven days a week. The Shelter shall be open to the public and the Contractor shall provide telephone inquiry response to the public during at least the hours from 12:00 to 5:00 p.m. Tuesday through Saturday excluding holidays. Any change in Contractor operating hours shall be subject to the prior approval of the Administrator of any anticipated changes in operational hours. Contractor shall schedule the provision of animal care at the Shelter at Contractor’s discretion, subject to the requirement that animal care at the Shelter meet the standards adopted in this Agreement.

Contractor personnel shall be available to respond to calls and complaints regarding animals during at least the hours from 8:00 a.m. to 7:00 p.m. Monday through Sunday. Contractor shall have sufficient personnel available to respond to calls and complaints without curtailing the hours that the Shelter is open to the public. Calls between 7:00 p.m. and 8:00 a.m. will be directed to the Homer Police Department. Contractor personnel shall be available to respond promptly to call outs requested by the Homer Police Department during the hours from 7:00 p.m. to 8:00 a.m. Monday through Sunday. Contractor shall maintain current 24-hour telephone contact information at Homer Police Department dispatch for Contractor personnel who shall respond to call outs.

The administrator will conduct periodic inspections of the shelter. The City may inspect the Shelter at any time.

Contractor shall maintain a website or social media page for the Shelter. Any such website or social media page shall be identified clearly as that of Contractor and not of City. Information on the website shall include descriptions of animals that are received and held at the Shelter, and animals at the Shelter that are available for adoption updated no less frequently than every 24

hours. The website also shall display the Shelter fee schedule, and provide space for members of the public to post notices of lost and found animals, and disseminate to pet owners information about other community resources, including spaying/neutering assistance, veterinary care, animal rescue programs, and pet behavioral assistance.

Contractor and Contractor personnel shall not make any type of personal use of the Shelter or its facilities or equipment. No personal property may be stored on the Shelter premises except for the animal control vehicle owned by Contractor. No one may sleep overnight in the Shelter without the prior approval of the Chief of Police.

III. Community Services

Contractor shall promote good customer service and make efforts to maintain positive public relations, including setting an example for proper animal care and causing the public to view the Shelter as an asset to the community. Contractor shall provide all Shelter visitors with excellent customer service regardless of the reason for the visit.

IV. Animal Intake

Contractor's policies and procedures shall include the documentation required for each animal brought into the Shelter. Contractor shall accept dogs at the Shelter without regard to breed. Contractor shall assess each animal upon its arrival at the Shelter, including scanning with a microchip scanner. Contractor will use its best efforts to identify the owner of each animal received at the Shelter, and promptly notify the owner of the presence of the animal at the Shelter.

V. Animal Care and Feeding

A. Feeding.

1. Each animal at the Shelter shall be fed twice daily with food that is consistent with its nutritional needs and health status. Each animal's food consumption shall be monitored daily.

2. Fresh clean water shall be accessible to each animal in the Shelter at all times unless withheld for medical reasons.

B. Cleaning.

1. All fecal material will be scooped and properly disposed of at least twice daily and at other times as necessary.

2. A daily cleaning and sanitation schedule shall be followed for all "in use" kennels, cages, and runs; food and water bowls; cat litter boxes; and gutters, aisles, and floors, with the exception of outside runs when temperatures are below freezing. All kennels, cages, runs and bedding will be sanitized before use by a different animal. C. Veterinarian Care and Euthanasia.

1. Contractor shall coordinate the diagnosis, treatment and care of sick animals with a licensed veterinarian, and shall arrange for consultation at the Shelter with a licensed veterinarian at least twice a month.

2. At Contractor's cost, humane treatment will be provided to all animals under its care, including basic first aid and emergency care and performed by personnel licensed by the State of Alaska Veterinary Medical Association.

3. Contractor shall use its best efforts to spay or neuter all age-appropriate animals at or before their adoption.

4. At Contractors discretion and cost, euthanasia will be conducted using the most modern and humane method available must be conducted by a licensed veterinarian or a person who has been certified as an Animal Euthanasia Technician by the National Animal Control Association. Contractor shall develop and follow a clear protocol on the use of euthanasia that will be subject to approval by the Administrator. The animal must be made comfortable throughout the procedure.

5. Contractor will make reasonable attempts to locate suitable community resources as an alternative to euthanasia, including rehabilitative or training resources, placing animal with a rescue agency or transferring to an animal welfare agency prior to making the decision to euthanize.

D. Supplies. Contractor shall purchase all supplies required for animal care and cleaning at the Shelter (such as animal food, medicine, kitty litter, etc) and all supplies for janitorial cleaning of the building.

E. Behavioral Health. Contractor shall take into consideration the behavioral care of each animal as well as conditions experienced by entire population of animals at the shelter. Animals will be provided regular opportunities for social contact, mental stimulation and physical activities. Protocols will address different standards based on animal's health and behavior assessments. Contractor shall establish enrichment protocols to address mental wellbeing to ensure freedom to express normal behavior and minimize fear and distress. Enrichment will be given the same significance as other components of animal care.

VI. Vehicle

Contractor shall provide at least one dedicated animal control vehicle of sufficient size and capacity and equipped with all on-vehicle equipment necessary to conduct animal control services in a humane, safe and environmentally controlled manner. The vehicle shall be clearly marked with Contractor's name and the words "Animal Control." The vehicle and its markings are subject to approval the Chief of Police. All Contractor personnel who operate the vehicle shall have a valid driver's license. Contractor shall maintain the vehicle in a safe and reliable working condition.

VII. Records

A. Contractor shall acquire and use shelter management software for record keeping in accordance with industry standards. All Shelter records shall be maintained in a manner that facilitates ease of auditing and transfer to Contractor's successor.

B. Contractor shall prepare and maintain each of the following records:

1. An intake record for every animal that enters the Shelter, including all pertinent dates, animal description, final disposition of the animal, and the animal's prior home.

2. An accurate and descriptive cage card for each occupied cage at the shelter.

3. A current record of each volunteer and foster care provider, including the person's training, liability waiver and hours contributed.

C. Contractor shall prepare and submit to the Administrator a monthly report accounting for all shelter receipts and expenses, and stating the number and status of all animals received at the Shelter.

D. Contractor shall prepare and submit to the Administrator a Shelter Standard Operating Procedures (SOP) Manual within 30 days after the signing of this Agreement. Contractor shall prepare a final SOP incorporating the comments of the Administrator. Draft SOP will be developed within of signing and finalized and approval of Administrator within 60 days after the signing of this Agreement. The SOP shall include comprehensive written policies and procedures for the proper care and handling of animals based on ASV, outline what proper care includes and include protocols for socialization and enrichment. Contractor shall prepare a volunteer training manual and SOP within 90 days after the signing of this Agreement.

VIII. Animal Adoptions

City and Contractor acknowledge that adoptions are an important Shelter service. Contractor shall use its best efforts to identify the owner of each animal that is delivered to the Shelter and return the animal to its owner before the animal is made available for adoption, placement with a rescue organization or transfer to an animal welfare agency. Contractor will use its best efforts to encourage adoptions including working with Homer Animal Friends adoption programs.

IX. Fee Collections

A. Contractor shall collect at the Shelter all fees prescribed under Homer City Code Title 20 as approved by the City Council from time to time. Contractor has no authority to waive or reduce fees unless authorized to do so by the City Council.

B. Contractor shall issue a receipt for each fee that it collects and maintain accurate and current accounting records of all fees that it receives.

C. Contractor is permitted to keep all of the fees it collects to help offset costs of operating the shelter.

D. When requested by the City, Contractor shall meet with the City's Finance Director or designee to review its financial records including fees collected, donations to the Shelter and payments of Shelter expenses.

E. For the purpose of permitting City to verify fees received by Contractor, Contractor shall keep and preserve for at least three years after the expiration of this Agreement a general ledger, receipt and disbursement journals and such supporting documentation together with original or duplicate books and records which shall disclose in detail all information required to permit City to verify Contractor's fee receipts in accordance with generally accepted accounting principles. At any time or from time to time after 24 hours advance notice to Contractor, City, its agents and accountants, may examine or audit such books and records during business hours.

X. Animal Control and Code Enforcement

The Chief of Police may appoint one or more Contractor employees as a peace officer with authority to respond to calls involving animals, investigate complaints regarding animals, and determine an appropriate course of action including impounding of an animal or issuing a citation for a violation of Homer City Code Title 20. The authority of a Contractor employee who has been so appointed shall be limited to the enforcement of Homer City Code Title 20 and may be limited further by the terms of the written appointment issued by the Chief of Police. A person so appointed may not exercise any broader authority than given. The Chief of Police may revoke such an appointment with or without cause at any time.

XI. Volunteers

City and Contactor recognize the importance of volunteers to providing a high-quality Shelter. Contractor may recruit volunteers to enhance the operation of the Shelter in areas including without limitation reception of visiting public, filing, data entry, animal socialization and exercise, photographs, online promotion, website management, janitorial labor, foster care, and rescue organization placement. Contractor shall train and supervise all Shelter volunteers and foster care providers. For each volunteer, Contractor shall maintain training records and obtain a liability waiver.

XII. Maintenance

Contractor shall provide janitorial services for the Shelter building and keep sidewalks and doorways at the Shelter premises free of dirt, debris, ice and snow. Contractor and its employees shall abide by reasonable rules that the City establishes for the safe use and occupancy of the Shelter building and will take all reasonable precautions against damage to the Shelter premises.

Initials:

City of Homer:

Contractor:

Attachments: City Code Title 20, Association of Shelter Veterinarians “Guidelines for Standards of Care in Animal Shelters” (2022).

**APPENDIX B
CITY OF HOMER ANIMAL CONTROL SHELTER VOLUNTEER
RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT**

For and in exchange for my being allowed to volunteer with the City of Homer to offer assistance, care for, and serve the dogs, cats, and/or other animals (the Animals) within the City of Homer Animal Shelter and other valuable consideration I, _____(print name), hereby agree to defend, indemnify, and hold harmless and to fully and forever release, discharge, and exonerate the City of Homer, its employees, officers, directors, volunteers, agents, successors, assigns, and all others acting on its behalf (the City) from any and all claims, demands, actions, lawsuits, and controversies of every kind and nature for any and all injuries, death, damages, and/or losses of every kind and nature arising directly or indirectly out of or related in any way to the Animals or to my volunteer work for the City. This Release extends to all such injuries, death, damages, and/or losses whether presently known or unknown, suspected or unsuspected, or disclosed or undisclosed.

I understand that the City makes no representations whatsoever as to the past history of the Animals and whether the Animals are safe. My voluntary participation in Animal care, kennel maintenance, shelter cleaning, and other animal control tasks may result in severe bodily injury, illness (including zoonotic disease), death, and/or property damage of all kinds. These risks are associated with the unpredictable nature of the Animals while handling, feeding, or otherwise providing care to the Animals. ***I recognize and accept all risks associated with, arising out of, or relating to the care and handling of the Animals and unpredictable Animal behavior.***

It is my express intent that this Release of Liability, Hold Harmless, and Indemnity Agreement shall bind myself, the members of my family, and my heirs, assigns, agents, administrators, personal representative(s), and next of kin and that this Agreement shall be deemed to be a release, a waiver, a discharge of liability of the City, a hold harmless agreement, an indemnity agreement, and a covenant not to sue the City. I understand and agree that I will not receive any monetary compensation for any time or services provided to the Homer Animal Shelter. I understand that as a volunteer I am not an employee of the City and may be dismissed as a volunteer at any time for any reason without notice.

I understand that by signing this Agreement I am giving up substantial legal rights and/or remedies which may otherwise be available to me and to my family.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE.

Volunteer Signature Date

Parent or Legal Guardian Signature for Volunteer less than 18 Years of Age

Printed Name	
Full Address	
Phone Number	
Date of Birth	

SAMPLE