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SANTA FE COUNTY

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Commissioner, District 4


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Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM FOR FILE

DATE: August 21, 2020

TO: File

FROM: Bill Taylor, Procurement Manager 

RE: Sole Source Determination per Section 13-1-126 NMSA 1978 to Continue Animal Shelter and Humane Animal Care Services with Santa Fe Animal Shelter & Humane Society.

BACKGROUND:

In 2012 Santa Fe County entered into a Professional Services Agreement No. 2017-0210-SO/IC with the Santa Fe Animal Shelter & Humane Society to provide animal control and humane animal care services to include, but not limited to animal housing facilities for animals impounded by the County Animal Control Officers (ACO), with twenty-four (24) hours per day accessibility. These services are vital in the County's attempt to manage stray and sick animals within the County.

ISSUE:

Due to the significant requirements of the County Animal Control Officers to manage stray and sick animals within the County, the Animal Shelter must provide specific and unique services that are within the exterior boundaries of Santa Fe County. Although there are other Animal Shelters within the County, these shelters do not offer the level of veterinary care, housing facilities and evidence storage that are required by the ACO. In addition, the facility is more accessible and centrally located to County residents whose animals may be sheltered at the facility.

DETERMINATION:

Due to the services being unique and this uniqueness is substantially related to the intended purpose of the contract, it is the determination of the County central purchasing office that this contract may be awarded without competitive sealed proposals pursuant to NMSA 1978, 13-1-126 Sole Source Procurement.

It was further determined that a good faith effort was given in making this determination by reviewing available resources and consulting the using agency.

Contract Information:

Vendor: Santa Fe Animal Shelter & Humane Society
100 Caja Del Rio Road

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecountynm.gov

Santa Fe, New Mexico 87507

Services: Provide animal housing facility for impounded animals, 24 hr/day operations, capable of housing over one hundred County impounded animals per month, provide ID bands wellness vaccinations, hold and store animals for abuse cases, daily care, medical care by a license veterinarian, disposal of animal remains, collect licensing and impoundment fees, sterilize feral cats, and other animal care services required, pursuant to County Ordinance 1991-6, and as amended by Ordinance 2017-1.

Total Contract Amt:

\$17,000.00/mo.
Plus altering fees in contract

NOTE: The term of the agreement is may not be extended beyond a four (4) year term.

Scope of services required for shelter services

- The Contractor shall:

- A. Provide care and sheltering services for animals received from County Animal Control Officers ("ACOs"). The Contractor shall operate and be accessible to ACOs 24 hours per day throughout the term of this Agreement.
- B. On Saturdays and Sundays or when an ACO is unavailable Monday through Friday during business hours, the Contractor will fully complete in a legible manner, detailed intake documentation, e.g. date, time, location, street address, mile marker, cross street, etc., and accept from a person a stray dog or cat found within the boundary of Santa Fe County by a person who is not the owner of the dog or cat ("County Stray"). Upon acceptance of the County Stray, the Contractor shall timely contact an ACO by telephone dispatch and the ACO will return to the Contractor's facility to complete an impound card and otherwise complete the impound of the County Stray. The Contractor's acceptance and shelter of a County Stray shall be confirmed by the ACO and each month such County Stray may be counted as provided in subparagraph D below. For purposes of this provision, the "boundary" of Santa Fe County" does not include Indian Pueblos, the City of Santa Fe or the Town of Edgewood.
- C. If an owner of an animal impounded and being held at the Contractor facility under this agreement wishes to retrieve their pet on a Saturday or Sunday, the Contractor will timely contact an ACO by telephone dispatch and the ACO will return to the Contractor's facility to document and process the release of the animal.
- D. Accept from the ACOs an average of fifty (50) animals per month that have been impounded by an ACO for violations under County Ordinance 1991-6, and 2017-1 or requested by an ACO to be held for other reasons consistent with County Ordinance 1991-6 and 2017-1; provided these animals do not exhibit any symptoms of disease or conditions such as rabies or other dangerous diseases. If the number of dogs and cats received from the ACOs exceed seventy-five (75) in any given month, the Contractor will submit a separate invoice to the County at the Contractor's daily impound rate.
- E. Visually examine all animals upon intake, provide identification bands and wellness vaccinations to healthy non-fractious animals and provide stabilization and wellness care as needed.
- F. Hold and shelter animals impounded by the ACOs for the length of time required by Santa Fe County Ordinance No. 1991-6 and 2017-1 or as ordered by court order or "Protective Custody."
- G. Provide daily care to County-impounded animals according to accepted sheltering

industry standards.

- H. Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including treatment of animal's rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by an ACO and being held at the Contractor's facility rest with the Contractor's licensed veterinarian, in accordance with County Ordinance 1991-6, Article 3, Section 3-4. The Contractor shall notify the County prior to conducting medically necessary euthanasia of any animal received from an ACO. The Contractor's licensed veterinarian may euthanize an animal received from an ACO with prior notice to the County if in the licensed veterinarian's professional judgment the animal is in extreme and immediate pain and suffering.
- I. Contract with licensed veterinarians whose licensure is in good standing with the New Mexico Board of Veterinary Medicine. The Contractor shall ensure that the veterinarian provide and be responsible for emergency veterinarian services, during the veterinarian's regular business hours, for animals received from an ACO. The veterinarian shall be on duty approximately forty (40) hours per week. The veterinarian will be available after regular business hours for emergency services, and may provide guidance to impound the animal with or without immediate medical care. Contractor shall notify the County of any changes to the veterinarian's work schedule.
- J. Provide monthly status reports to the County that contain the following information regarding all animals received from ACOs during that month: (i) the total number of animals brought to the Contractor, (ii) the total number of animals claimed by their owners; (iii) the total number of animals adopted out by the Contractor, and (iv) the total number of County Strays received by the Contractor and processed by an ACO under I. B above (Contractor's Scope of Services).
- K. Receive and maintain the completed County Intake Cards received from the ACOs. The Contractor shall return to the ACO Supervisor the County Intake Cards upon disposition of animals received from the ACOs.
- L. Be responsible for the storage and disposal of remains of those animals received from an ACO. The Contractor shall provide and maintain a freezer on the Contractor's premises for the appropriate storage of the remains of euthanized animals.
- M. Except for animals that an ACO has designated with specific restrictions such as Protective Custody or otherwise indicates that an animal should not be released by the Contractor or should not be euthanized, Contractor will be responsible for the disposition of all animals received from an ACO under this Agreement. The reason for designations such a Protective Custody or other designation that restricts or limits the Contractor's ability to release an animal to its owner, prepare an animal for adoption, or proceed with other necessary disposition of an animal, shall be based upon court order or shall be that the designation is relate d to an investigation by an

ACO and commencement of a legal proceedings to enforce Ordinance 1991-6, or other state law or county ordinance or regulation.

- N. Collect Licensing and Impoundment Fees consistent with Appendix A.1 (A) and (B) of County Ordinance 1991-6. Contractor will incur all costs involved in launching a licensing program and will collect and retain half of all Licensing and Impoundment fees. All records and expenses for the animal licensing program established by the Contractor are public records and subject to audit and inspection by the County upon request.
- O. Animals delivered to the Contractor by an ACO and whose impoundments are Indicated as Protective Custody shall be held by the Contractor for up to five (5) days. If the owner fails to reclaim the animal by the end of day five (5), the animal will be deemed abandoned and its disposition determined by the Contractor.
- P. Establish or maintain a feral cat program to sterilize healthy feral cats received from within the county and return the feral cats to the location where they were found or to a managed cat colony.

The County shall:

- A. Upon impoundment of any animal and delivery to the Contractor fully complete in a legible manner, a County impound Card indicating the date and time of impound and the location, e.g. street address, mile marker, cross street, etc., where the animal was impounded.
- B. Upon delivery of an impounded animal to the Contractor indicate in writing whether the County requires the impounded animal to be held beyond the time limits stated in County Ordinance 1991-6, Article 3, Section 3-2. These impounded animals will be designated as on "County Hold" and/or "Do Not Release to Owner" or "Do Not Euthanize."
- C. Contact the owner of animals impounded by the ACOs. Whenever possible, the County shall attempt to return animals to their owner prior to impounding them at the Contractor's facility.
- D. Provide and be responsible for emergency veterinary services for animals impounded by an ACO when the Contractor's veterinarian is not on duty.
- E. If the County selects alternate care and treatment of an animal impounded at the Contractor's facility, the County shall notify the Contractor within twenty-four- (24) hours of intake and the County will assume all responsibility and liability for that animal including cost of care.
- F. In regards to animal bite cases, upon delivery of an animal by an ACO complete and sign the Bite Case Quarantine form attached hereto as Exhibit A and the County impound card. If the owner of the animal is known and present at the time of impound, the Bite Case Quarantine form will also be completed and signed by the owner. If the owner of the animal is known and not present at the time of impound, the County will complete the Bite Case Quarantine form without the owner's signature.
- G. Deliver to the Contractor the remains of deceased animals for disposal by the Contractor.

- H. Provide the Contractor with instructions regarding any fees that may be collected by the Contractor on behalf of the County.
- I. Be available to the Contractor Monday through Friday during business hours, for any matters regarding action to be taken by the Contractor including final disposition of any animal delivered by an ACO and impounded at the Contractor's facility. Be available by telephone dispatch on Saturdays and Sundays to return to the Contractor's facility to process the Contractor's acceptance of a County Stray or to process the release of an animal as provided in Section I. B and C above (Contractor's Scope of Services).
- J. Make all reasonable attempts before day five (5) provided for in Section I.Q. above (Contractor's Scope of Services), to notify an owner of an animal that has been impounded and delivered to the Contractor's facility and designated as being in "Protective Custody."
- K. Restrict the Contractor's application of the licensing program provided for in Section I.P. above to those animals required to be vaccinated and/or licensed in accordance with Section 77-1-3 NMSA 1978 (Vaccination of dogs and cats and 77-1-15.I (Regulation and licensure of dogs; impoundment of animals; qualified service animals exempt).
- L. In cases where an ACO impounds an animal that it not required to be licensed and/or vaccinated under Sections 77-1-3 and 77-1-15. I NMSA 1978, such as in boarding cases or cases involving domestic livestock or exotic animals, the County and Contractor may reach an agreement on the Contractor's boarding of such animals for a period of time that exceeds the Contractor's standard stray waiting or boarding period. The County will incur the cost and expense of such extended boarding by the Contractor and the County shall seek remuneration from any defendants or violators involved in the case as may be permitted under state law. The Contractor shall charge the County twenty dollars (\$20.00) per day for the care and shelter of these animals beyond day five as provided under Section I. Q above (Contractor's Scope of Services).
- M. If an ACO plans to deliver for impoundment an animal that is not a dog, cat or rabbit, the ACO will provide as much advance notice as possible to the Contractor to ensure the Contractor has proper accommodation to shelter such animal.