

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/30/15
FOR CITY COUNCIL MEETING OF 12/09/15**

ISSUE:

16. Request for Approval of Professional Services Agreement – Animal Shelter Services Provided to the City Animal Services Division, Santa Fe Police Department; Santa Fe Animal Shelter and Humane Society, Inc. (Interim Chief Patrick Gallagher)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 12188.510310

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET
ITEM FROM PUBLIC SAFETY COMMITTEE MEETING OF 11/17/15**

ISSUE: Approval of PSA between the City and The Animal Shelter and Humane Society

PUBLIC SAFETY COMMITTEE ACTION:

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON COUNCILOR DIMAS	X		
VICE-CHAIRPERSON HARRIS	X		
MEMBER DR. MIKE MIER	Absent		
MEMBER DR. NANCY OWEN-LEWIS	X		
MEMBER PETER MIZRAHI	X		
MEMBER MIKE BOWEN	Absent		
MEMBER ERIC JOHNSON	Absent		
MEMBER DAVID TRUJILLO	Absent		
MEMBER JOE ARENLENO	X		

DISK fc1/fcissue

City of Santa Fe, New Mexico

memo

Date: November 9, 2015

To: City Council
Mayor Gonzales
Brian K. Snyder, City Manager
Oscar S. Rodriguez, Finance Director
Kelley Brennen, City Attorney

From: Patrick G. Gallagher, Interim Police Chief



Re: Professional Service Agreement with Santa Fe Animal Shelter and Humane Society Inc.

Item and Issue:

Please find attached the PSA with Santa Fe Animal Shelter and Humane Society for compensation from the City to the Shelter for services provide to the City Animal Service Division of the Police Department.

Background and History:

The Santa Fe Police Department and the Animal Services Division has reached an agreement with the Animal Shelter for a 1.5 year contract in the amount of \$247,629.96 or \$13,757.22 per month for the operating and maintaining of the Animal Shelter, for the acceptance of 120 animals per month from the City's Animal Services Division. Should there be over the allotted 120 an additional cost of \$20 per day will be assed to the Police Department above and beyond this negotiated contract. The Shelter will also hold animals brought to the shelter in accordance with the provisions set forth in Section 5-7.1 SFCC 1987. Animal Shelter will also hold animals longer per this contract if in the course of an investigation it is warranted at an additional cost of \$20 per day, the city will be billed separately should this type of impound be warranted.

Animal Shelter will provide timely billing and monthly status reports as well as individual animal records to the City.

Requested Action:

Please approve and sign the attached PSA, funding will come from 12188.510310.

PGG/nlj

**CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last. This Agreement shall replace in its entirety, the Professional Services Agreement between the City and the Contractor, known as Item No. 12-0469, and any amendments thereto.

RECITALS

WHEREAS, the City and Contractor mutually wish to enter into a Professional Services Agreement for the Contractor to provide animal services to the City; and

WHEREAS, the Contractor's policy is to sterilize, vaccinate and return ("TNR") feral cats to the location where they were found or to another managed cat colony; and

WHEREAS, the City and the Contractor acknowledge the City Ordinance Chapter 5 in effect as of the execution of this Agreement conflicts with the Contractor's TNR policy; and

WHEREAS, the City and Contractor intend to reach a mutually acceptable proposed ordinance change to facilitate a solution to the conflict between Contractor's TNR policy and City ordinance.

IN CONSIDERATION of the foregoing recitals, the following provisions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

AGREEMENT

1. SCOPE OF SERVICES

A. The City shall:

- (1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987. If contact cannot be made, the Contractor will be notified.
- (2) Mark all City animal patrol vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles.
- (3) Complete in writing, information on the impound cards including the time and the exact location at which the animal was impounded.
- (4) In regards to animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be

completed and signed by the owner. If the owner of the animal is known and is not present at the time of impound, the City will complete the form with information, but without the signature.

(5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours or scope of capability. The City accepts that the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented.

B. The Contractor shall provide the following services for the City:

(1) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such animal to the New Mexico Department of Public Health in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.

(2) Accept an average of one hundred (100) stray dogs and cats per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of stray dogs and cats exceeds one hundred twenty (120) in a given month, the City will be billed separately at the Contractor's daily impound rate, currently twenty dollars (\$20.00) per day, per animal.

(3) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found or another managed cat colony.

(4) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.

(5) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. After the expiration of the legal holding time, all animals become the property of the Contractor.

(6) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently twenty dollars (\$20.00) per day, per animal.

(7) The Contractor will continue to assume responsibility for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987. The Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. The Contractor shall set licensing fees with the City's Animal Services approval.

(8) Comply with all the provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.

(9) Provide monthly status reports, as well as individual animal records to the City.

(10) Collect and retain all animal boarding fees and costs.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. In consideration of its obligations under this Agreement, the City shall pay to the Contractor, a total sum not to exceed two hundred forty-seven thousand six hundred twenty-nine dollars and ninety-six cents (\$247,629.96), inclusive of applicable gross receipts taxes and exclusive of additional boarding charges described in Article 1, paragraphs B2 and B6 of this Agreement, in accordance with the following schedule:

(1) January 1, 2016 through June 30, 2017: \$13,757.22 per month.

Payment shall be made for services actually rendered. Payment is due within thirty (30) days after invoice date.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt, approval, and acceptance by the City of Santa Fe invoices from the Contractor. Detailed reports of services completed will be made available upon request.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective on January 1, 2016, or when signed by both parties, whichever is later, and shall terminate on June 30, 2017, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall upon request turn over to the City copies of all documents related to the intake of city animals prepared under this Agreement.

B. This Agreement may be terminated by the Contractor upon 30 day written notice to the City.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1 SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this

Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of the amount required under the New Mexico Tort Claims Act.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's provision of services under this agreement.

14. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

15. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

17. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Police Department
2515 Camino Entrada
Santa Fe, NM 87507

Contractor:

Santa Fe Animal Shelter & Humane
Society, Inc.
Attn: Executive Director
100 Caja del Rio Rd.
Santa Fe, NM 87507

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SF ANIMAL SHELTER

JAVIER M. GONZALES, MAYOR

RODDEY BURDINE, PRESIDENT

DATE: _____

DATE: _____

MARY MARTIN, DIRECTOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

12188+22252.510310
Business Unit/Line Item



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Santas Fe Animal Shelter Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$247,629.96

Termination Date: June 30, 2017

Approved by Council Date: December 9, 2015

or by City Manager Date: _____

Contract is for: Animal Shelter services to City of Santa Fe Police Department Animal Serivces Section

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: June 3, 2015

Other _____

6 Procurement History: Sole Source
example: (First year of 4 year contract)

7 Funding Source: General Fund Patrol Support **BU/Line Item:** 12188.510310

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Nancy L Jimenez Fiscal Administrator SF Police Department
Phone # 505-955-5008

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: