

SPECIFICATIONS FOR ANIMAL SHELTER CONTRACTUAL SERVICES

The following terms and conditions shall be considered and included in the total cost of providing an animal shelter for Adams County, Indiana.

1. The term of contract shall be for *a determined period* commencing _____, 2021 subject to annual appropriation by the Adams County Council.
2. Contractor's proposal shall propose an annual fee for services required.
3. The contractor shall provide a space of approximately 1500 or greater square feet for shelter area.
 - a. Building shall have an area separate of the animal confinement area where the public can view and interact with animals subject to adoption.
4. The contractor's facility shall be required to house a minimum of twenty (20) animals each of the canine and the feline species at any given time. Cages shall be no more than 18" in height from the floor and of sufficient size to allow animals' ample freedom of movement (dog cages minimum 4'x5'). Floors should be concrete with an approved floor drain. All animal waste shall be disposed in accord with local and state health regulations.
5. The contractor shall pay all utilities and expenses related to the upkeep of the shelter.
6. Shelter shall be heated during the winter months to a temperature greater than 45° F. Heat source must be one that is recommended for inhabited spaces. The shelter shall have adequate ventilation to cool the shelter and adequate lighting.
7. The contractor shall be obligated to provide food for all animals delivered to the Adams County Animal Shelter. Food for the animals must meet the dietary requirements of animals as prescribed by the State Veterinarian or the State Board of Animal Health.
8. Contractor shall provide medical care to animals housed in the shelter. Medical care provided shall conform to all state laws or regulations adopted by the State Veterinarian or the State Board of Animal Health.
9. Contractor shall receive *permits and* approval of the Adams County Health Department *and applicable State Agencies* in regards to handling and disposal of animal waste.
10. The shelter building shall be subject to *permits and* approval through the Adams County Board of Zoning Appeals.

11. Contractor shall be obligated to shelter each animal delivered to the contractor for a minimum of five (5) days. Contractor shall not be held in violation of minimum holding period for the euthanasia of suffering animals prior to the 5 day holding period.
12. If the owner of any animal delivered to the contractor is reasonably ascertainable, contractor shall make a good faith effort to contact by phone, in person or by first class mail, informing the owner that the owner's animal was delivered to the contractor, that the owner of said animal has five (5) days from the date of delivery to claim the animal and that failure to do so will result in the animal being considered abandoned, in which case the animal may be sold or euthanized.
13. The contractor shall not release an animal to an owner unless the owner presents evidence of ownership through registration papers, license records or an affidavit of ownership. Contractor shall not release an animal to its owner until the owner has paid all costs of sheltering the animal. Costs collected by contractor shall be paid on a monthly basis to the Auditor of Adams County which shall be deposited into the County General Fund.
14. Contractor shall keep written records of all animals delivered to shelter and shall document the date of delivery, who delivered the animal, a general description of the animal's physical appearance as well as its apparent medical condition.
15. Contractor shall document all costs attributed to sheltering each animal, the manner in which any owner was contacted and shall evidence receipt of all payments received from owners who claim their animals. This information must be provided to the Adams County Commissioners on a monthly basis on a form approved by the Adams County Commissioners.
16. In the event contractor is unable to ascertain the owner of an animal sheltered by contractor or in the event an owner has been contacted by contractor and the owner fails to claim the animal within five (5) days of delivery to contractor, such animal shall be considered abandoned in which case the animal may be adopted, sold or euthanized.
17. Abandoned animals may be euthanized by lethal injection performed by a licensed Veterinarian or individual certified to perform lethal injection approved by the Adams County Board of Commissioners. Fees charged by Veterinarian or costs associated with certified individual will be paid out of the County General Fund.
18. The carcass of animals shall be disposed of by contractor through a process approved by the Adams County Commissioners.
19. The process for disposition of carcasses shall be properly permitted through local and state regulatory agencies.

20. Contractor's shelter shall be available at all reasonable times for inspection by the Adams County Board of Health or Indiana State Board of Animal Health and shall be subject to all regulations promulgated thereby.
21. Contractor shall keep regular posted business hours and shall be open to the public for the purpose of allowing animals to be claimed at the shelter. Contractor shall notify the general public of contractor's address and shall keep the general public informed at all times of contractor's normal business hours or any changes thereto.
22. Contractor shall have a separate telephone number for the Animal Shelter and maintain a listing in all Adams County phone directories under the County listings as "Animal Shelter".
23. Contractor shall publish at least weekly a picture of one or more of the animals at the shelter which is up for adoption. These pictures shall appear in the Decatur Daily Democrat and the Berne Witness newspapers if such can be advertised without charge or by sponsorship. Pictures shall be an equal representation of both the canine and feline species. Pictures shall include contact information (hours of operation, phone number etc) of shelter. Contract shall further maintain a website for the shelter indicating the location, hours of operation and contact information for the shelter as well as pictures of animals currently up for adoption. Contractor shall maintain a Facebook page for shelter animals available for adoption.
24. Contractor shall provide adequate personnel to provide services described hereinabove and shall be solely liable and comply with all Federal, State or local laws concerning the withholding and/or payment of Federal, FICA, State or local taxes, workman's compensation and unemployment insurance.
25. Contractor shall obtain, maintain and certify to the Adams County Auditor yearly proof of premise liability insurance coverage in the amount of at least \$10,000.00 property damage and \$100,000 per person, \$300,000 per incident, for bodily injuries and negligent acts and omissions. Said policy shall cause Adams County to be named as an additional insured under such policy coverage.
26. Contractor shall indemnify, defend and hold harmless Adams County for any damage to property of others or on account of any negligent act or omission of contract or for injury or death to any person arising out of any service provided pursuant to these specifications.
27. Contractor shall provide for and allow 24 hour drop off service for the purpose of allowing delivery and sheltering of any animals delivered to the shelter during non-business hours by authorized law enforcement officials or appointed animal control officer.

Contractor may propose to offer services in partnership or cooperation with other individuals or organizations as suppliers or subcontractors, however a single contract will be issued for all services listed in the shelter specifications.

ALTERNATE ADD: In addition to the Contractor may submit a proposal for an annual fee to provide animal collection service and delivery of the animals to the shelter provider according to the specifications for ANIMAL COLLECTION SERVICE. This service shall be stated as a separate fee from the proposal for shelter services.

The Adams County Board of Commissioners reserve the right to amend any of these specifications including the length of the contract during the negotiation process.

ADAM COUNTY BOARD OF COMMISSIONERS

SEPCIFICATIONS FOR ANIMAL COLLECTION SERVICE

I. Contractor responsibilities and description of services to be provided:

Contractor will be notified via pager or telephone of animal complaints or incidents that require his service by the Adams County Communications Center.

Contractor shall handle all animal pickups (not dead animals) and deliver to the Adams County Animal Shelter wherever located in Adams County.

Contractor may be called to assist officers with bat, squirrel, cattle, groundhog, etc. type of calls, if officers are unable to handle the incident.

Contractor will pick up found dogs or cats (owners unknown).

Contractor will pick up sick or injured animals (owners unknown).

Contractor shall be sworn as a special contract deputy, but shall have no arrest power. He shall have the right to enter property as a special deputy only for his limited purpose and as otherwise directed by law enforcement or permitted by landowners.

Contractor shall be responsible for maintaining and using the tranquilizer rifle.

Contractor shall be responsible for maintaining, keeping track of, and setting dog and cat traps. He shall also be responsible for picking up traps loaded or empty.

Contractor shall be responsible to keep a record of the animals he picks up and a description of the event on forms provided by the county.

Contractor shall not be responsible to transport pets or animals at the request of an owner of that animal unless directed by law enforcement.

II. Contractor availability and call for services.

1. Contractor shall respond to complaints or calls only upon notification by the Adams County Communication Center. However, the exact time and the manner and means of his response shall be at Contractors discretion, provided such response time is no longer than four (4) hours from the time of the request during normal hours (7:00 a.m. to 10:00 p.m.) Contractor shall keep his pager available at all times and shall notify the Adams County Communication Center of any time he is out of the area and unable to respond.
2. Contractor shall be available by pager or by phone on a 24 hour basis, however, Contractor shall not be expected to respond between the hours of 10:00 p.m. and 7:00 a.m. unless an emergency situation exists. Contractor shall make arrangements with the Adams County Sheriff during times that he is out of the area on vacation or other business that prevents or limits his availability.

III. Law enforcement responsibilities: The following shall be the responsibility of law enforcement.

- 1) Barking dog complaints.
- 2) Animal cruelty complaints.
- 3) Reported lost or theft of animal.
- 4) Animal bites, scratches, or injuries caused by animals.

Adams County Sheriff

Contractor

President
, Adams County

Board of Commissioners

ATTEST:

Adams County Auditor