

ASSESSMENT PROPOSAL



HOUSTON BUREAU OF ANIMAL REGULATION & CARE

February 5, 2009

Nathan J. Winograd
No Kill Solutions
6114 La Salle Ave. #836
Oakland, CA 94611

HOUSTON BARC PROPOSAL

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BACKGROUND & EXPERIENCE

Nathan J. Winograd is a graduate of Stanford Law School, a former criminal prosecutor and corporate attorney, has spoken nationally and internationally on animal sheltering issues, has written animal protection legislation at the state and national level, has created successful No Kill programs in both urban and rural communities, and has consulted with a wide range of animal protection groups including some of the largest and best known in the nation.

His work has been featured widely in such publications as *Newsweek*, *Reader's Digest*, *USA Today*, and newspapers from all over the country. He has appeared on *Fox News*, *CNN*, *ABC*, and other radio and television affiliates around the country. His creation of the country's first No Kill community was named one of the Top 100 achievements in the nation by *Metropolitan Home* in its "Best of the Best" issue.

His book, *Redemption*, is one of the most critically acclaimed books on the topic in the United States. The book, *Redemption*, received a silver medal for the Best Book (animals/pets) in 2008 by the national Independent Publishers Association and was a nominee for Best Book by the Dog Writers Association of America.

As a nationally recognized speaker, Nathan has also spoken at national animal welfare conferences from coast to coast. He has spoken internationally as well, as a guest of the Canadian Federation of Humane Societies and has been invited to speak as far away as Australia, Ireland, and the Czech Republic. He has also lectured on animal sheltering ethics to students at Cornell University's College of Veterinary Medicine, the nation's number one ranked veterinary school, and has lectured at the U.C.L.A. School of Law on animal law issues.

As Director of Operations for the San Francisco SPCA, Nathan was instrumental in advancing some of the most progressive shelter programs in the nation, and helped push the lifesaving rate to over three times the national average for an urban community and at the time, the best in the nation. As Executive Director for the Tompkins County (NY) SPCA, he managed the full range of animal control and adoption services in a rural community, including

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construction of a new Pet Adoption Center achieving unprecedented results.

He has collaborated or consulted with many organizations and municipalities including:

- San Francisco SPCA
- Tompkins County (NY) SPCA
- City of Philadelphia (PA)
- Philadelphia Animal Care & Control Association
- City of Rancho Cucamonga (CA)
- Alliance for Philadelphia's Animals
- Palo Alto (CA) Humane Society
- No More Homeless Pets Kansas City
- Cornell University College of Veterinary Medicine
- University of Pennsylvania College of Veterinary Medicine
- American SPCA (ASPCA)
- Oklahoma City Animal Services
- SPCA of Greater Austin (TX)
- Montgomery County (TX) Animal Control
- Ivins City (UT) Animal Services
- Best Friends Animal Society
- Nevada Humane Society
- City of San Antonio (TX)
- San Antonio Area Foundation
- And others.

Nathan J. Winograd is the director of the national No Kill Advocacy Center.

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REFERENCES

Susanne Kogut, J.D., Director, Charlottesville-Albemarle SPCA.

Charlottesville SPCA
3355 Berkmar Dr
Charlottesville, VA 22901
(434) 973-5959

Taimie L. Bryant, J.D., Ph.D., Professor, School of Law,
University of California Los Angeles.

School of Law
University of California Los Angeles
Box 951476
Los Angeles, CA 90095
(310) 206-3763

Bonney Brown is Executive Director of the Nevada Humane Society.

Nevada Humane Society
2825 Longley Lane, Suite B
Reno, NV 89502-5942
(775) 856-2000

Doug Rae, Director, Indianapolis Animal Care & Control Association.

Indianapolis Animal Care & Control Association
2600 South Harding Street
Indianapolis, IN 46221
(443) 866-9324

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SCOPE OF ASSESSMENT/PROPOSAL

I. Snapshot Assessment

No Kill Solutions will provide a customized "snapshot" evaluation to include assessments of the following areas:

- Operations including animal handling and care, programs and services, customer service, protocols, processes, procedures, and policies
- physical facility
- statistical results

The following strategies will be used to complete this assessment:

- a one day site visit to observe shelter operations
- feedback from staff and community stakeholders
- a review of organization's documentation/literature

The results will include:

- a written report that will include an overview of findings, short and long term recommendations for improving operations, animal care, and services

However, No Kill Solutions must be able to review written materials and documents, and have cooperation and support from staff and management to make the process work. Much of this material (described below) must be reviewed prior to the visit (at least three to four weeks in advance), and along with candor and cooperation during the site visit and any follow-up requests, is considered a necessary condition of the assessment.

II. Public Presentation

No Kill Solutions will conduct a two hour public presentation for city officials, BARC staff, members of the animal welfare and pet rescue community, and the public at large on "Building a No Kill Community."

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This assessment will primarily focus on the major areas of operations: animal care, community outreach, adoptions, veterinary, killing, and the physical shelter.

In developing the report, consultant will perform the following tasks:

A. Document review of BARC operations:

- I. Shelter Operations: Hours of Operation; Telephone System; Computer Systems & Support; Record Keeping; Shelter Statistics; Incoming Animal Identification & Procedures; Animal Care & Handling; Tracking.
- II. Veterinary & Health Issues: Disease Control and Sanitation; Isolation and Separation; Feeding Protocols; Animal Examinations & Assessment; Vaccination Protocols; Sterilization Services; Veterinary Services.
- III. Adoptions: Adoption Promotion; Adoption Process & Policies; Selection Criteria; Rescue Groups; Foster Care; Accessibility.
- IV. Community Outreach Programs: Agency Promotion; Volunteers; Foster Care; Relations with Area Shelters & Rescue Groups; Customer Service; Website; Feral Cat Issues.
- V. Shelter Killing: Selection Criteria; Paperwork; Methods; Environment; Technicians.
- VI. Physical Shelter: Shelter Exterior; External & Directional Signage; Parking Areas & Walkways; General Safety Issues; Facility Maintenance; Human Service Areas; Animal Service Areas; Animal Housing.

B. Onsite evaluation of BARC including:

1. Interview key shelter staff and management, as well as key community stakeholders, regarding current practices, agency accomplishments, strengths and

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critical issues associated with improving animal care and reducing rates of shelter killing;

2. Review current shelter policies, procedures, and other internal reports and/or documents as identified by consultant necessary to develop report;
3. Evaluate the current leadership, staff, and governing structure of the agency in meeting lifesaving and public safety goals.

C. Final report will include the following:

1. Executive Summary;
2. Background;
3. Project Goals and Objectives;
4. Evaluation of critical issues in achieving appropriate levels of care and control for animals and rates of shelter killing;
5. Short and long term recommendations.

Please note: The report will not be reflective of a comprehensive shelter assessment. A full comprehensive top-down assessment of the shelter takes approximately four to six months, includes a six to ten day onsite evaluation, covers over 50 areas of shelter operations, requires over 300 hours of review and analysis, and results in over 200 pages of assessment and recommendations to improve the efficiency and effectiveness of operations. By virtue of its limited scope, the report will be of limited scope and over-generalized in some areas.

Costs include onsite inspection of facility, meeting with stakeholders in the community, soliciting public comments, and follow-up as needed. An official presentation of the report is not anticipated or included.

Fee: \$5,000 plus expenses (air fair, hotel, transportation, meals while traveling, copying and collating, report presentation, etc. as defined in the proposed contract).

This proposal expires at 5 pm PST on: February 28, 2009.

FC 7.3134
NCA



6114 LA SALLE AVE. #836 · OAKLAND, CALIFORNIA 94611
510.530.5124

Agreement

This Agreement is made between The City of Houston, Texas, a home-rule City of the State of Texas, by and through its Department of Health & Human Services ("Client") and No Kill Solutions ("Consultant"), with a principal place of business in Oakland, California.

1. Services to be Performed

Consultant agrees to perform the following services on Client's behalf: Snapshot assessment of Houston Bureau of Animal Regulation & Care operations and public presentation as described in "Assessment Proposal" dated February 5, 2009.

2. Payment

In consideration for the services to be performed by Consultant, Client agrees to pay Consultant a total sum of \$5,000 plus a maximum of \$3,000 in documented actual expenses, including airfare, for one trip to Houston, Texas.

3. Terms of Payment

Consultant shall be paid \$1,000 plus documented, actual travel expenses upon signing this Agreement, \$2,000 upon submission of an invoice after assessment visit, and \$2,000 plus a maximum of \$3,000 in documented expenses shall be due within 30 days of submission of the final invoice.

5. Expenses

Client shall reimburse Consultant for the following documented actual expenses that are directly attributable to work performed under this Agreement:

- travel expenses including airfare, hotel and rental vehicles;
- meals during travel not to exceed \$50.00 per day, inclusive of travel days;
- postage, copying, materials, and courier services, and,
- other reasonable expenses resulting from the work performed as directed by Client under this Agreement.

Consultant shall submit an itemized statement of Consultant's expenses. Client shall pay Consultant within 30 business days from the date of each statement.

6. Materials

Client will furnish all materials, equipment and supplies used to provide the services required by this Agreement except as follows: Laptop computer for public presentation.

The report that is generated as a result of the assessment will be a public document, however, Consultant agrees not to release the report to the public prior to providing it to and discussing it with the Client. Consultant understands that the assessment working papers, including materials, information, documentation, or videos provided by the Client during the course of the assessment belong to Client and shall not be made available to the public if it contains information that is excepted from disclosure

under the Texas Public Information Act (Act), Chapter 552 of the Texas Government Code. Therefore, Consultant agrees that any working papers provided by the Client released by consultant must first be reviewed by the Client for exceptions under the Act. Disclosure of confidential information to members of the public may subject Consultant to penalties under the Act.

7. Intellectual Property Ownership

Consultant shall retain all copyrights, patent rights and other intellectual property rights to the Contract Property. Oral and video presentations cannot be video-taped or audio-taped or copied in any form by Client or person in attendance. Except for presentations which are not shared with Client in other than oral or video form, Consultant grants to Client a royalty-free nonexclusive license to use written material, reports, and letters developed by Consultant for Client under this Agreement (Contract Property). The license shall have a perpetual term and Client may not transfer it.

8. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Consultant completes the services required by this Agreement, or
- the date a party terminates the Agreement as provided below;

Notwithstanding the above, payment obligations shall survive termination of this Agreement.

9. Terminating the Agreement

Either party may terminate this Agreement at any time by giving written notice of termination, effective pursuant to the Notice requirements below. Consultant shall be entitled to full payment for services performed prior to the date of termination at a rate of \$200 per hour. A fee of \$1,000 shall also be retained by Consultant to secure dates, even if no work is performed under this Agreement prior to Client's termination. All actual expenses, including costs of air travel, that have been secured prior to termination shall also be paid to Consultant.

10. Independent Contractor Status

Consultant is an independent contractor, not Client's employee. Consultant's employees or subcontractors are not Client's employees. Consultant and Client agree to the following rights consistent with an independent contractor relationship.

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Consultant shall perform the services required by this Agreement; Client shall not hire, supervise or pay any assistants to help Consultant.
- Neither Consultant nor Consultant's employees or subcontractors shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Consultant to devote full time to performing the services required by this Agreement.
- Neither Consultant nor Consultant's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

11. Exclusive Agreement

This Agreement as well as the attached Snapshot Assessment and Proposal constitute the entire agreement between Consultant and Client.

12. Modifying the Agreement

Any modifications to this agreement must be approved and agreed upon by both the Consultant and the Client. Modifications shall not be made by either party independently.

13. Applicable Law

This Agreement shall be construed according to the laws of the State of Texas except that Client waives any claim, for any and all purposes, that Consultant is required to be licensed or meet other business requisites in the State of Texas for purposes of providing the professional services under this Agreement. Venue for any action arising out of or in relation to this Agreement shall be in Harris County, Texas.

14. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given by registered or certified United States mail, postage prepaid, return-receipt requested

15. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

16. Implementation of Recommendations

Client accepts full and sole responsibility for the implementation of any recommendations made by Consultant and agrees to hold Consultant harmless for any claims arising out of its implementation of any recommendations, including but not limited to claims for damages, costs, expenses, lost profits or special, incidental or consequential damages, regardless of the cause of action.

17. Limits of Liability

Notwithstanding Section 16, for all other foreseen or unforeseen causes of action, Consultant's total liability to Client under this Agreement for damages, costs and expenses, shall not exceed the compensation received by Consultant under this Agreement. Consultant shall not be liable for the Client's lost profits or special, incidental or consequential damages.

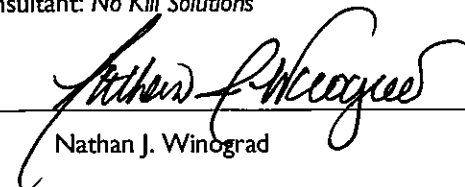
Signatures

Client: *The City of Houston, Texas, a home-rule City of the State of Texas, by and through its Department of Health & Human Services*

By: 
Stephen Williams


Date: 2/9/09

Consultant: *No Kill Solutions*

By: 
Nathan J. Winograd

Date: 2-5-09


ATTEST/SEAL:




City Secretary

CITY OF HOUSTON, TEXAS

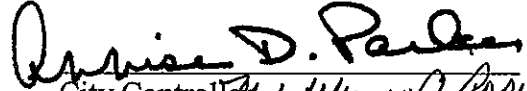
Signed by:

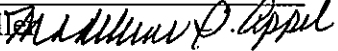


Mayor 



COUNTERSIGNED BY:

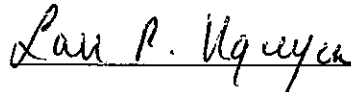


City Controller 

DATE COUNTERSIGNED:

2-20-09

APPROVED AS TO FORM:



Assistant City Attorney

L.D. File # 0380900003001