



CITY COUNCIL REPORT

DATE: 11-16-17  
TO: Mayor and Councilmembers  
FROM: Police Chief Kevin Treadway  
CC: Josh Copley, Shane Dille, Leadership Team  
SUBJECT: Animal Control Shelter and Services



This report is in response to a request for information on our current Animal Control Services and Shelter.

DISCUSSION

On July 1, 2016, the City of Flagstaff entered into a contract (Contract No. 2016-50) with the Coconino Humane Association (CHA) for animal shelter and related services. This contract (attached) specifies 24 services as follows:

- 1.) Maintain and operate an animal shelter.
- 2.) Receive unwanted and stray animals from Flagstaff residents.
- 3.) Receive animals impounded by City Animal Control Officers (including police officers) in the performance of their duties.
- 4.) Impound animals involved in bite cases when necessary, and provide quarantine facilities as needed for other health and safety reasons.
- 5.) Humanely euthanize animals not claimed or adopted, or as ordered by the Court. Contractor will follow the euthanasia policies set forth by the National Animal Control Association, (NACA).
- 6.) Develop optional policies that address the transfer of impounded animals over to “no-kill shelters” as allowed by state statute and at no additional charge to either party.
- 7.) Collect all license and other fees as required by City ordinance, including but not limited to fees for rabies shots and remit collected fees to the City on a monthly basis with the reports required by this contract.
- 8.) Establish policies and procedures to insure rabies vaccination of all dogs which are either claimed or adopted.
- 9.) Submit a monthly report to the City detailing each months activity, including fees collected, animals impounded, and disposition of each animal.
- 10.) Comply with all Federal, State, County and municipal laws, ordinances, rules or regulations applicable to the performance of these services. This specifically includes all laws, ordinances, rules or regulations pertaining to humane treatment, euthanasia, spay/neuter, and the reclaiming or adoption of animals.
- 11.) Public Education (rabies, pet care, bite safety, etc.)
- 12.) Vaccinations upon intake (Core dog/cat-AVMA recommended).
- 13.) Adoption Services
- 14.) Low cost spay/neuter services for dogs/cats
- 15.) Lost and Found

- 16.) Pet food bank for low income assistance
- 17.) Low cost euthanasia services
- 18.) Animal Rescue
- 19.) Rabies processing center
- 20.) City court/Coconino County Superior Court, and Coconino County Probations approved community services provider
- 21.) Animal cruelty investigation (City of Flagstaff only)
- 22.) Animal control and police officer assistance 24 hours a day at shelter and offsite (City of Flagstaff only)
- 23.) Animal ambulance service for ill/injured (stray)-24 hours a day (City of Flagstaff only)
- 24.) Emergency Veterinary Medical care ill/injured stray animals (Coconino County pays their medical bills).

The current contract with CHA specifies the City of Flagstaff will pay \$250,000.00 per year for three years for this work. Any price adjustment must be agreed upon in writing and approved upon by the parties. There is an option of four (4) one year extensions with mutual agreement by the parties, (contract term commencing July 1, 2016 to June 30, 2023). The contract can be severed by the City with 30 days written notice(see Exhibit B page 11 “Termination for Convenience”).

On August 12, 1969, the City of Flagstaff transferred 5 acres of land (later amended to 7.5 acres) to the Coconino Humane Society, Inc. in order to construct and operate an animal shelter. This land was transferred from the City to Coconino Humane Society for the payment of \$1.00. This transaction is recorded in a Quit Claim deed signed on August 8, 1969, amended and recorded on August 12, 1969 and amended and recorded for a final time September 15<sup>th</sup>, 1971. There is a reversionary clause in this agreement indicating that should the Coconino Humane Society cease to operate the animal shelter, the land and building revert back to the City of Flagstaff. There is no other lease in place for this property.

An animal shelter is defined under ARS 11-1022(H)(1) as: *“a duly incorporated humane society, animal welfare society, society for the prevention of cruelty to animals or other nonprofit corporate organization devoted to the welfare, protection and humane treatment of animals.”* Although no obligation exists under state statute for the City to operate an animal shelter, ARS 11-1013(A) does provide that counties may enter cooperative agreements with cities, humane societies or veterinarians to establish and operate a “county pound.” Flagstaff City Code does not require the City to maintain or operate an animal shelter or pound, but does require: *“every dog found running at large within the City limits be impounded at a pound to be designated by the Chief of Police....”* (Flagstaff City Code Section 6-02-001-0002).

This report is for information only