

# Annex A – Contract Specification

## Stray Dog Kennelling & Collection Service

### SPECIFICATION

This contract is for the provision of a stray dog kennelling and collection service for the sole use of the City of York Council pursuant to its statutory duties, powers and functions. This will include the provision of 3 kennels for the sole use of the Council for the housing of stray and other dogs held by the Council pursuant to its statutory duties, powers and functions.

#### KENNELLING

1. Reserve 3 kennels within a 30-minute car journey from the centre of York for the sole use of the City of York Council and when so required by the Authorised Officer to accommodate any dog seized pursuant to the Council's statutory duties, powers and functions or any dog taken directly to the kennels by the member of the public or Council officer or other person.
2. To employ any documentation supplied by the Council for the recording of information pursuant to legislation or other lawful purposes.
3. Where a dog is brought into the contracted kennel by a member of the public, Council officer or other person, ensure that a record of the admission is made on appropriate documentation that shall be supplied by the Council.
4. Any dog seized or brought into the contracted kennel shall be scanned for a microchip and any information obtained shall be recorded pursuant to legislation or other lawful purposes.
5. Properly feed and ensure the welfare of any dog and in particular to provide sufficient food and water and to ensure that it is not subjected to unnecessary suffering.
6. Properly maintain the condition and cleanliness of the kennels in accordance with any licence in force under the Animal Boarding Establishments Act 1963 and comply with the standards specified by the Chartered Institute of Environmental Health and the general duty of care under the Animal Welfare Act 2006. In particular, ensure that some parts of the dog's sleep area is maintained at a temperature of at least 10°C and ensure that clean, dry bedding material is provided. Each of the 3 kennels must be thoroughly cleaned daily and disinfected with the use of a proprietary Parvocide or equivalent. These costs shall not be passed on to the Council.
7. The kennelling period is ended by the dog's owner/registered keeper's claim, providing they produce evidence of their name and address (via driver's license, passport, utility bill or other suitable document) and the receipt in full any straying fine and kennelling fee plus any other costs incurred in keeping the dog safe, such as veterinary fees and charges.

**Note:** If the dog's owner/registered keeper does not produce acceptable identification or pay the outstanding fees IN FULL the dog shall NOT be released without the express consent of the Authorised Officer. All disputes shall be referred to the Authorised Officer.

8. On the expiry of the statutory kennelling period (seven clear days) the contracted kennel shall continue to accommodate any dog for a further period of a minimum of 14 days unless the dog is considered to be unsuitable for re-homing due to its hostile nature, poor health or infirmity.
9. During the period of 14 days specified in paragraph 8 above to employ all lawful means available and best endeavours to sell the dog to a person who will properly care for it. The dog may be given to an establishment for the reception of dogs provided that the Authorised Officer agrees that the establishment is a suitable one. The Authorised Officer will set the sale price, currently £20.00 for dogs and may waive the sale price, if appropriate.
10. Any dog sold via the contracted kennel shall be micro-chipped by the contractor and registered on an approved database before it leaves the contracted kennel. The Council shall meet the cost of the micro-chip. The person purchasing the dog will be required to provide proof of their name and address (driver's license, passport, utility bill etc.) and be registered as the keeper of the dog. No third party names will be accepted.
11. If the dog is sold in accordance with paragraph 9 above, the contracted kennel shall account to the council for the sale price received for the dog.
12. If, on expiry of the 14-day period in paragraph 9, the contracted kennel has not been successful in selling a dog, they may continue to accommodate the dog providing adequate accommodation is available or they shall arrange for the dog to be humanely destroyed by a veterinary surgeon in accordance with paragraph 16. The Council will not be liable for the veterinary fees incurred in destroying a dog if it has been transferred to another establishment.

The contractor will:

13. Allow access to the kennels 09:00 to 18:00 7 days a week, excluding Christmas Day for the acceptance of stray and other dogs and for members of the public to satisfy themselves of the identity of a dog and to reclaim/purchase any dog.
14. Ensure that all pedestrian routes on the contracted kennel site are suitably paved, kept free from obstruction, clean and lit so as to give safe unhindered access and egress to visitors.
15. Ensure that vehicles are able to park within a reasonable distance of the contracted kennel block in the event of needing to drop off an aggressive/dangerous dog.
16. Arrange for the destruction by a veterinary surgeon, following consultation and approval from the Authorised Officer, of dogs deemed to be unsuitable for re-homing due to their hostile nature, poor health or infirmity. The reasonable fees shall be met by the Council upon receipt of an invoice from the veterinary surgeon. The veterinary surgeon shall be approved by the Authorised Officer of the council.
17. Allow the Council and its agents to inspect the contracted kennel any reasonable time provided that such inspection shall cause as little inconvenience as reasonably possible to the contracted kennel.
18. Ensure that dogs boarded in the 3 contracted kennels are only those accepted or delivered pursuant to the Council's statutory duties, powers and functions. If any private boarding arrangements or dogs owned by the contracted kennel are boarded

or exercised on the site they shall be kept completely separate from the kennel block in which stray and other detained dogs are boarded and exercised.

19. Ensure that dogs exhibiting signs of worms are treated/wormed on reception at the contracted kennel.
20. Provide an isolation kennel separate to and in addition to the 3 kennels contracted to the Council. This kennel shall not be used for any other purposes. The contractor may only charge for use of this kennel when it accommodates any dog accepted or delivered pursuant to the Council's statutory duties, powers and functions.
21. Have access to micro-chip scanners for the purpose of identifying chipped and non-chipped dogs and tracing the owner/registered keeper.
22. If an owner refuses to have their dog micro-chipped, the contractor will pass the owner's details to the Authorised Officer, who will serve a Notice under the Micro-chipping of Dogs (England) Regulations 2015 requiring the animal to be chipped.
23. Provide the Council, at its nominated office, with a statement on the first working day of each calendar month, containing the following information relating to the preceding month:
  - a) The number of dogs accepted at the contracted kennel, at what time they were accepted and who 'handed them in' (member of the public, Council officer, police officer etc.).
  - b) How each dog was disposed of, to whom and in the event of a sale the amount for which it was sold.
  - c) Actions taken in relation to micro-chipping including: number of dogs with incorrect keeper information, number of keeper's information updated at the time of the keeper's claim and number of dogs given a microchip for the first time by the contracted kennel.
  - d) Any medical treatment provided.
  - e) The number of dogs reclaimed by their owner/registered keeper, including details of the Straying Fine, Kennelling Fee and any other costs reasonably incurred such as veterinary surgeon fees and charges payable.
  - f) Any other information required by the Authorised Officer
24. To provide information to the deadlines provided by the council, for the purpose of fulfilling Freedom of Information (FOI) Act and other such requests.
25. On occasions, the contractor kennel will be required to remove matted hair or apply a medicated shampoo to a dog. These costs shall not be passed on to the Council.
26. The contracted kennel shall, on a regular basis, carry out a visual examination of all dogs present in the kennels and record details of any dog that is not fit, or is showing signs of ill health, and the actions taken with regard to its welfare in a suitable register reserved for that purpose.
27. When, in the reasonable opinion of the contracted kennel, the condition of a dog is such as to require the attention of a veterinary surgeon, they shall arrange for such attendance and treatment as may be reasonably necessary. The reasonable fees of the veterinary surgeon shall be met by the Council upon receipt of an invoice from the veterinary surgeon. The veterinary surgeon shall be approved by the council and the actions undertaken/treatments given shall be recorded in accordance with paragraph 23.

28. At all times the contracted kennel shall be and remain duly licensed for 3 dog kennels under the provisions of the Animal Boarding Establishments Act 1963 and any breach of this clause shall be deemed to be a fundamental breach of this agreement.

#### **COLLECTION/PICK-UP SERVICE**

29. The contractor shall provide a stray dog collection/pick-up service, 5 days a week 09:00hrs-17:00hrs, Monday to Friday, except for Christmas Day. Outside these hours the person reporting the stray dog will be asked to hold onto the dog themselves until the next working day when it could be collected by the contractor or transport the dog to the kennels themselves between 09:00hrs-18:00hrs.
30. The contractor shall wear a City of York Council ID badge. 'Working in partnership with City of York Council' (including CYC logo) should be displayed on any vehicle or work clothing used during delivery of the service.
31. The vehicle used by the contractor to transport the dogs must be clean and presentable at all times and will be appropriately equipped (leads, muzzles, harnesses etc) to ensure safe collection and transportation of the animal. The contractor is responsible for provision of the vehicle, together with all associated costs such as: tax, insurance, fuel and maintenance.