

City of Marlborough



Marlborough, MA 01752

SPECIFICATIONS FOR ANIMAL CONTROL SERVICES

The Animal Control Officer for the City of Marlborough duties and responsibilities shall be governed by and in accordance with **applicable sections (§§ 136A to 174E, inclusive) of Massachusetts General Laws (M.G.L.) Chapter 140**, as amended, **Chapter 250 of the Marlborough City Code, as amended**, and including any other applicable laws, regulations or local ordinances. In addition, the Animal Control Officer appointed for the City of Marlborough shall attend to all complaints or other matters pertaining to animals as required by the City of Marlborough's contract terms and conditions. **During each contract term authorized, the Vendor shall promptly notify the City of Marlborough of any such amendments to any law applying to the services required by the contract.**

Animal Control Services shall include, but not limited to, field services (pick up of stray or injured animals, patrol for problem areas); rabies control (quarantine investigations for biting animals, testing of potential rabid animals, reporting to appropriate agencies); and responding to citizen calls for services, complaints (investigating and mediating nuisance complaints from citizens, including excessive barking, running at large, etc.); reunite lost dogs with their owners whenever practical, restrain and control loose, unlicensed, injured, abandoned, or dangerous dogs; and help to resolve conflicts between parties involving dog control issues; and enforcement of animal control ordinances, including issuing warnings and citations, as more particularly described below.

Vendor will assist appropriate law enforcement agencies in any investigation involving animal cruelty as necessary.

1. SERVICE DESCRIPTION & SCOPE OF CONTRACT

The Vendor will provide animal control services within the City of Marlborough Monday through Friday, from 8:00 AM to 4:30 PM. The Vendor will provide on-call coverage during all other hours and on all holidays. For after business hours (M-F 8 AM to 4:30 PM, Saturdays, Sundays and holidays), on-call coverage shall be limited to providing emergency response to potentially rabid animals, respond to dangerous/aggressive domestic animals when no owner is present, injured domestic animals, and animal bites.

The Vendor and its employees, if designated by the Mayor and qualified by the Massachusetts Department of Food & Agriculture, Bureau of Animal Health pursuant to **M.G.L. c. 129, §15**, may serve as the City's Inspector of Animals for the fee set by City Council as provided under

the jurisdiction of the Board of Health. A copy of the duties of an Inspector of Animals pursuant to **M.G.L. c. 129, §18** are incorporated herein and attached to this IFB as **Exhibit "A"**.

Additionally, the Vendor shall, if properly licensed by the Massachusetts Department of Fisheries and Wildlife, serve as the City's official provider of services to control nuisance animals. As such provider, the City agrees that the Vendor may contract with and charge individuals or entities for the provision of animal or pest control services not within the scope of the contract. Nothing in this paragraph shall be deemed to limit the right of individuals or entities to obtain such services from other providers or to obligate the City to pay for such services unless the City has ordered the provision of the services.

2. CONTRACT COVERAGE

Services to be provided under the provisions of the contract shall include:

- a) Pro-active and reactive patrol to deter and detect violations of the City Code or State Law relating to the control of dogs and domesticated animals;
- b) Issuance of warnings (verbal or written) and civil citations for violations of City Code provisions and the preparation and submission of criminal complaint applications for violations of state laws relating to the control of dogs and other domesticated animals;
- c) Response to and management of emergencies involving domestic or wild animals, including the transportation of domestic animals to designated places of treatment. As used herein, the term "emergency" shall mean: an injured domestic dog or cat on public or private property; a wild animal present in an occupied portion of a building or dwelling, but specifically excluding attics, cellars, chimneys, crawl spaces and garages, unless human life or safety is jeopardized; any animal bite; and, any potentially rabid animal as determined by a first responder.
- d) Investigation of:
 - Complaints relative to alleged violations of laws, ordinances and regulations relating to dogs and other animals;
 - Dog bites;
 - Complaints for the issuance of dog control orders;
- e) Preparation of reports relative to services rendered or enforcement action taken;
- f) Preparation of reports relative to the findings of investigations conducted;
- h) Removal and disposal of animal remains from public ways and public places (**NOTE: Disposal of such remains will be conducted in accordance with existing arrangements at no expense to the Vendor. In preparing a bid, Bidders should not include costs of such disposals.**)
- i) Provision, either directly or by arrangement with another, of kennel or shelter services, including transportation, for dogs. Such service must meet recognized standards for the humane treatment of animals. (**IMPORTANT: See 4. ADDITIONS TO AND/OR DELETIONS FROM SERVICES TO BE PROVIDED, B. KENNEL SERVICES., below.**);

j) The collection of daily fees, as detailed in the City Code, for kennel or shelter services. Such fees shall be remitted to the City Auditor, who will make a monthly payment to the Vendor for kennel and euthanasia expenses incurred in the performance of the contract;

k) The preparation and maintenance of logs and ledgers relating to duties performed, monies received and expenses incurred.

3. CONDITIONS

As used herein, the term Vendor shall mean the Vendor and its employees, agents or servants.

The Vendor and the City agree to the following conditions:

a) The contract shall be administered by an officer or agent of the City. The Vendor will be notified, in writing, of the designated officer or agent. The City reserves the right, during the life of the Contract, to assign a new officer or agent after giving notice to the Vendor.

b) No later than the fifth day of each month, the Vendor will submit detailed billing to the City in such manner or form as may be prescribed by the City Auditor. The City agrees to remit payment to the Vendor no later than thirty (30) days after receipt of the billing provided that proper documentation is submitted in accordance with M.G.L. c. 41, §56.

c) The Vendor and the officer or agent designated to administer and supervise the Contract will establish mutually acceptable policies and procedures for providing the services of the Contract.

d) The City will provide the Vendor with office space and office equipment, including a telephone line, at the Police Station or some other City facility.

e) The Police Department or such other City department as may be designated shall be responsible for receiving and relaying to the Vendor calls for animal control services.

f) The Vendor shall apply for and accept appointment as a Constable and Dog Officer for the City of Marlborough. Any employee, agent or servant of the Vendor, who does not qualify for appointment as a Constable, shall not be assigned to perform duties under the contract.

g) Unless otherwise directed in writing, the Vendor shall hold unidentified or unclaimed dogs for a period of seven (7) days in accordance with M.G.L. c. 140, § 151A, as amended, after which such dogs shall be disposed of in accordance with law.

h) The Vendor shall arrange for emergency veterinary care for injured dogs only to the extent for which compensation is allowed. In no case shall the City be responsible for the cost of such care.

i) The Vendor shall utilize tranquilizing drugs to control a domestic animal only at the direction and under the supervision of a licensed veterinarian.

j) The Vendor shall not discharge or utilize any weapon, including chemical agents, except in accordance with a policy and procedure developed in accordance with Section 3 CONDITIONS,

Paragraph c), above. Any such policy and procedure shall be subject to review and approval by the Chief of Police.

EXHIBIT "A"
Bureau of Animal Health

Municipal Inspectors

M.G.L. Chapter 129: Section 15, as amended.
Inspector of Animals; appointment.

The city manager in cities having a plan D or plan E charter, the mayor in all other cities, except Boston, the town manager in towns having a town manager form of government and the selectmen in all other towns shall annually, in March, nominate one or more inspectors of animals, and before April first shall send to the director the name, address and occupation of each nominee. Such nominee shall not be appointed until approved by the director.

In a town which has a board of health and accepts this paragraph, the nomination of such inspectors shall be made by the board of health and not by the selectmen or town manager.

Bureau of Animal Health

Municipal Animal Inspectors

The Bureau of Animal Health appoints a municipal animal inspector for each and every city and town in the Commonwealth. The primary duty of the Animal Inspector has recently become rabies control in the domestic animal population. Municipal Animal Inspectors are also responsible for barn inspections and may be called to assist with domestic animal disease quarantines in the event of an outbreak.

Qualifications/Duties

I. QUALIFICATIONS

A municipal animal inspector should be reasonably experienced in the care and handling of domestic livestock animals, be generally experienced in their husbandry and be knowledgeable in the handling and care of other domestic animals such as dogs and cats. Knowledge and experience with common "urban wildlife" such as raccoons, skunks and bats that expose domestic animals and come under the jurisdiction of the MA Division of Fisheries and Wildlife will prove beneficial in the collection of specimens for submission to the State Rabies Laboratory.

Municipal Animal Inspectors should familiarize themselves with domestic animal import requirements. They should also understand local ordinances (sanitary codes, zoning laws, etc.) which may form part of their duties to their primary nominating body at the municipal level.

There are no scholastic, professional (ie: Veterinarians) or farm experience requirements for the position of Animal Inspector. A generalized knowledge of domestic animals will prove very useful.

II. DUTIES

A. The primary duty of the Animal Inspector has recently become rabies control in the domestic animal population. There are several angles which must be covered to accomplish this.

1. Domestic mammals which come in contact with, or are otherwise exposed to the rabies virus must first be assessed to determine severity of risk. Depending on the vaccination status of the domestic mammal involved, it will be either quarantined or destroyed. Be sure to send in the Notice of Exposure forms that are used for this type of quarantine at least once a month.
2. The Animal Inspector will be contacted by local veterinarians when a client presents an animal which may have had an encounter with a potentially rabid animal. Again, the severity of the situation must be assessed before determining the proper course of action.
3. Any domestic mammal which bites a human or another domestic mammal must be quarantined for a period of ten days to determine the risk of rabies transmission. Be sure to send in the duplicate copies of the Order of Quarantine form at least once a month. If you do not have any animal bites in a six-month period, please send in a letter to that effect.
4. The Animal Inspector must ensure that all animals (wild or domestic) which must be tested for rabies are captured and euthanized. The head must be removed, packaged properly and submitted to the State Rabies Lab for testing. (Any questions, call the Rabies Lab at (617) 983-6385 for copy of protocol.) This is not to say that the Animal Inspector must perform these tasks personally, but he/she must ensure that they are completed.

B. Municipal Animal Inspectors are also responsible for barn inspections. Depending on the city/town, this may be a light task or a lengthy one. Barn inspections are designed to:

1. get a good census of the domestic animal population of the town
2. be sure that all of the animals appear to be in good health and free from disease, and
3. observe animal housing and ensure ample food and water are supplied.

Permission to inspect any premise upon which animals are kept is assured to Municipal Animal Inspectors under Section 7 of Chapter 129 of the MGL. Visits should be scheduled for normal business hours. If a conflict between the animal owner and the Inspector occurs, the Inspector may have a local police officer accompany him or her. If the problem persists, please call the Bureau of Animal Health (617) 626-1792, 1795, or 1791.

C. The third duty of the Animal Inspector is to check ear tag numbers and date of arrival of cattle from out of state and to report this information on the Animal Inspector's copy of the Cattle and Llama Permit which is furnished to the Animal Inspector by the Department of Food and Agriculture.

D. Municipal Animal Inspectors may also be called to assist with other domestic animal disease quarantines in the event of an outbreak.

AMENDMENT

The following is an amendment dated April 10, 2018 with respect to the standard operating procedures for handling cats.

Amendment to Marlborough Animal Control S.O.P with regards to the Animal Control Contract with Chrisad Enterprises, Inc d/b/a Critter Control of Central MA.

Cats

Treatment and control of cats (domestic or feral) does not fall under the preview of the Animal Control contract with the City of Marlborough, MA.


The only cat incidents we respond to are sick, injured or dead in public ways, not on private property. No sick or injured cats will be taken to a Veterinarian, without prior approval by your supervisor, and only for euthanasia or minimal life sustaining measures.

In the event of an emergency, with prior authorization by your supervisor, a cat may be held only at the Critter Control office in Worcester, for only up to a 24-hour period.

Critter Control Animal intake form must be filled out for any cat taken possession of, under the guidelines explained above.

Any owner of record for a cat in our care will be charged in the same manner as a dog, including rabies verification and/or inoculation, prior to the cat being released to their custody.

Any deviation from this edict, without prior documented approval by your supervisor (immediate supervisor at Critter Control or designee) could result in disciplinary action up to & including termination.

	Marlborough Police Department Policy and Standard Operating Procedures Animal Control		Policy and Procedure 1.33
Authorized by: Chief David A. Giorgi	Effective Date: Dec. 1, 2015		
MPAC Standards: None	Revision Number - Date: 1 – 3/3/2017		

I. GENERAL CONSIDERATIONS AND GUIDELINES

The City of Marlborough has contracted the functions of the Animal Control Unit to Critter Control of Central Mass. Employees of Critter Control have primary responsibility for all animal control duties, including the enforcement of laws relating to dogs (M.G.L. Chap. 140).

II. POLICY

It shall be the policy of the Marlborough Police Department to protect the public and their property from injury or damage caused by dogs and other animals.

- A. The function of animal control will be carried out by the Animal Control officer.
- B. The Animal Control Officer will be assigned to the Operations division and shall be under the direct control of the Operations Division Commander
- C. Business Hours
 - 1. Monday through Friday, 0800 hrs. – 1600 hrs.
- D. Non-Business Hours
 - 1. Weekdays after 1600 hrs. – 0800 hrs. the following day
 - 2. Saturdays, Sundays, and Holidays
- E. If an Animal Control officer is needed during non-business hours the Watch Commander shall be notified before calling the Animal Control Officer.
- F. If for some reason dispatch cannot contact the Animal Control Officer on call he/she shall call the neighboring community after notifying the Watch Commander.
- G. The Department may request assistance from other agencies (Mass. Div. Of wildlife, MSPCA, etc...) in handling these types of calls.

III. DEFINITIONS

- A. Animal Control Officer: Employee of Critter Control assigned to the City of Marlborough
- B. Officer: A Police Officer of the Marlborough Police Department
- C. Dispatcher: Civilian or Police Officer Responsible for telephone and radio communications
- D. Watch Commander: Officer in Charge of the shift (Lt./Sgt.)
- E. Patrol Supervisor: Immediate supervisor of officers/detectives on shift.

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IV. PROCEDURES

A. Dispatcher Responsibilities

1. Answer animal/dog complaints calls coming into the Marlborough Police Department and transfer non-emergency calls to the Animal Control Office.
2. On non-business hours take the callers information (Name, Location, Phone number, Reason for call etc...) and place it on the Dog/Animal Complaint Journal.
3. On emergency calls such as protection of life or property or injury to public you are to notify the Watch Commander, Animal Control Officer and dispatch an Officer to the scene.
4. During non-business hours emergencies you are to notify the Watch Commander, call the Animal Control Officer on call as directed by Watch Commander and send an Officer to the scene.

B. Watch Commander/Patrol Supervisor Responsibilities

1. On emergency calls such as protection of life and property or injury to Public. Watch Commander or Patrol Supervisor is to respond to the scene.
2. Ensure that an Officer and Animal Control officer have been dispatched to all emergency Dog/Animal complaint calls.
3. Authorize Officer to euthanize a dog/animal when the need arises.

C. Officer Responsibilities

1. Protect life, Property and Public from Injury,
2. Assist Animal Control Officer in locating Dog/Animal,
3. Euthanize Dog/Animal once authorized to do so.

D. Animal Control Officer Responsibilities

1. Check with the dispatcher and read the Dog/Animal Complaint Journal at the start of every shift to ascertain if there are any complaints awaiting action;
2. Pick up complaints requiring his/her action and take appropriate action to pick up dogs, transport dogs to an approved kennel and issue summons;
3. Patrol those area of the city in which there have been dog complaints or problems and take appropriate enforcement action;
4. Require that all dogs be licensed according to M.G.L. c. 140 and City of Marlborough Ordinance;
5. Assign and record fines for the owners of all unlicensed dogs found to be in violation;

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6. Appear in court as necessary;
7. Investigate all incidents and complaints and file reports as necessary;
8. Conduct follow-up investigation of unresolved complaints or incidents involving animals;
9. Impound all dogs found to be in violation of the City of Marlborough leash laws and cite the owners;
10. Assist as requested, the Massachusetts Division of Cruelty to Animals in their investigation of animal cruelty cases in the City of Marlborough;
11. Maintain rabies certification records;
12. Provide whenever possible to the press officer information regarding lost or found dogs;
13. Collect and account for monies received in the release of animals;
14. Maintain records and file of all necessary data as required by all of the above duties and responsibilities;
15. Perform other such related duties and task as may be required by proper higher authority;
16. It shall be the responsibility of the Animal Control Officer and any other officer of the Marlborough Police Department to respond to and deal with calls involving dangerous animals.

Note: Nothing in this policy shall be deemed to relieve or prohibit the officers of the city of Marlborough Police Department from exercising their lawful authority and obligation to protect the public and the public's property or to enforce statute or ordinances relating to dogs and other animals