

CONTRACT

THIS CONTRACT is between the CITY OF PALOUSE, a Washington State municipal corporation organized as a second-class city as "City" and the Whitman County Humane Society, Inc., a non-profit corporation whose address is 1340 SE Old Moscow Road, PO Box 453, PULLMAN, Washington 99163, as "Contractor", jointly referred to as the "Parties."

WHEREAS, the City is authorized by law to regulate the licensing and welfare of animals within the City limits; and,

WHEREAS, the City lacks sufficient personnel to adequately staff and administer an animal shelter; and,

WHEREAS, the Whitman County Humane Society has proposed to build an animal shelter and provide trained staff to administer the operation of the shelter; and,

WHEREAS, the City Council finds it is in the best interests of the City and its citizens to provide trained staffing and administrative services for shelter of animals; now, therefore,

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT DOCUMENTS.** This contract is intended as a final expression of the understanding of the parties. There are no promises, terms, obligations, or conditions other than those contained in this document.
2. **SERVICES.**
 - A. **Contractor Services.** The Contractor shall provide animal shelter services for approximately sixteen (16) companion animals each year for which impounding or quarantine is authorized by the City or the Whitman County Health Department for all animals subject to the City's jurisdiction, including the Town of Garfield, WA. The services provided in this Paragraph 2 are material to the City and failure to perform shall constitute a material default. Such services shall include the following:
 1. Quarantine animals, under the direction of the Whitman County Health Department;
 2. Have available the services of a local veterinarian for injured, sick, or diseased animals at all hours;
 3. Act as the animal shelter operator by furnishing and maintaining a shelter for the handling of all animals dead or alive, from the City, whether they be stray, impounded, or otherwise turned over to the Contractor by City law enforcement officers or staff of Contractor;

4. Arrange for the humane destruction and disposal of animals as required by the Court based upon accepted humane practices. In the event that a dangerous or aggressive dog is brought to the Contractor by the Town, the Contractor reserves the right to arrange for euthanasia during the initial 72 hours from the time that animal is picked up by the Town. This decision will be made at the discretion of the Contractor's Director of Shelter Operations in consultation with the Vice President of the Contractor's Board of Directors.
5. Provide proper food, water, housing and humane care for all animals under its control pursuant to this contract;
6. Provide sufficient, competent and trained staff to assume the responsibilities of this contract;
7. Adopt out stray or unclaimed animals with animal licenses as required by City law; and,
8. Provide reports to the City Chief of Police regarding shelter activities including number of impounds and licensing data and such other information as may be requested by the City.
9. Maintain the name and address of every person to whom an animal is released and provide same on request to the City.

Costs. Contractor shall be responsible for all kennel service costs of animals donated or brought to the facility. Kennel service costs shall include all costs of care of such animals, including, but not limited to, food, kennel cleaning supplies, veterinary care and grooming.

Shelter Procedures.

- a) **Licensed Stray Dogs.** The Contractor shall obtain owner information. Contractor shall then attempt to give notice to the owner by way of personal contact, telephone or mail that the animal is being held at the shelter. If the owner is notified via telephone, this notice, including the time and the name of the person contacted, shall be noted on the release form. The animals shall be held for a minimum period of 144 hours including weekends and excluding major holidays following their apprehension.

- b) Unlicensed Stray Dogs. The animals shall be held for a minimum of 72 hours including weekends and excluding major holidays, following their apprehension.
- c) Injured or Diseased Animals. These animals do not have a specific holding period, but may be disposed of at any time at the discretion of the Contractor's President of the Board of Directors or his or her designee.
- d) Aggressive and/or Dangerous Dogs. In the event the Town wishes the Contractor to accept an aggressive dog or a dog that has been deemed dangerous according to local, county, and/or state laws, the Contractor reserves the right to arrange for euthanasia during the stray period, so long as doing so does not violate other provisions of this contract. This decision will be made at the discretion of the Director of Shelter Operations in consultation with the Vice President of the Contractor's Board of Directors. In the event that the owner of a "dangerous" dog surrenders ownership of the dog to the Contractor, the Contractor prefers that 1) the owner and/or Palouse/Garfield authorities contact the Contractor's staff and subsequently 2) the owner and/or Palouse/Garfield authorities directly transport the "dangerous" dog to the Contractor's euthanasia provider.
- e) Other Animals and Wildlife. These animals do not have a specific holding period, but may be disposed of at any time at the discretion of the Contractor except as provided by applicable federal, state and local laws and regulations.
- f) Animal Redemption. Impounded animals shall be released to owners or custodians only upon proof of ownership, current license and payment of applicable fees. See Attachment A.
- g) Animal Quarantine. Animals that have bitten people, or are suspected of having bitten people, shall be kept a minimum of 10 days from date of bite, or as specified by the Whitman County Health Department for observation. The animal's owner, if known, or the City shall be responsible for payment of the quarantine fees.
- h) Animal Destruction and Disposal. The disposal and destruction of animals shall be accomplished in a manner approved by the state or nationally recognized humane organization which will not subject the

animal to any unnecessary pain. The Contractor agrees to provide on-going proof of staff training and certification efforts as may be requested.

- i) Sterilization. The Contractor shall require all stray animals under the terms of this contract to be sterilized, at the responsibility of the adopter, as a condition of adoption. Contractor agrees to actively pursue a one-hundred percent (100%) effective spay/neuter rate.
- j) Following the minimum retention period, the Contractor may retain such animals in its sole discretion.

B. City Retained Authority

- 1. Licensing. All licensing shall be accomplished by the City. The Contractor shall direct all persons seeking a license to the City Hall.
- 2. Animal Control. The City retains authority to enforce animal control services.

3. COMPENSATION

- A. The City agrees to pay the Contractor the fixed price sum of \$1150 for 2018-2019, \$1175 for 2019-2020, and \$1200 for 2020-2021. The first annual payment is due and payable upon execution of this agreement.
- B. If more than sixteen (16) dogs annually come into the WCHS shelter from Garfield/Palouse, the per dog charge of \$75 will become effective for the remainder of that year.
- C. All monies obtained by the Contractor for impound fees and other administration and redemption fees shall be retained by the Contractor.

4. **CONTRACT LENGTH**. This contract shall begin on June 1, 2018, and end on May 31, 2021. The contract years are considered June 1, 2018 – May 31, 2019; June 1, 2019 – May 31, 2020; and June 1, 2020 – May 31, 2021. Either party may terminate this contract with 90 days' written notice, with or without cause. The City reserves the right to immediately terminate this contract in the event of material default by the Contractor.

5. **HOURS OF OPERATION**. The Contractor shall submit to the City, as Attachment "A", a schedule of its operating hours which shall include:

- A. days and hours when the shelter facility is open to the public;
- B. a location where animals can be delivered by code enforcement officers 24-hours/day;
- C. days the office and shelter facility will be closed for holidays.

6. The Contractor may engage in other animal welfare activities not inconsistent with this agreement, including but not limited to adoption. Adoption fees shall be kept by the Contractor and shall not be paid to the City.

7. **TREATMENT OF PUBLIC.** Contractor and City shall employ good public relations techniques and shall treat the public courteously in discharging services pursuant to this Agreement.
8. Contractor may accept animals for sheltering from persons or entities other than City, but Contractor shall give first priority for sheltering of animals brought by the City of Palouse.
9. **LIAISON OFFICERS.** The Chief of Police shall be responsible for the administration of this contract. All reports, recommendations, and other correspondence will be directed to the Chief. It shall be the duty of the Chief of Police to see that the terms of this contract are complied with, and to forward to the City Council all requests for changes in the policy requested by the Contractor. The Contractor's President of the Board of Directors shall act as the Contractor's liaison with the City.
10. **INSURANCE.** The Contractor represents that it and its employees, agents and subcontractors, in connection with the contract, are protected against the risk of loss by the following insurance coverages:
 - A. Worker's Compensation Insurance to the statutory limits and Employer's Liability Insurance in the amount of \$500,000;
 - B. Commercial General Liability Insurance including Business Automobile Insurance coverage, in the amount of \$1,000,000 combined single limit, on the occurrence form, and naming the City of PALOUSE as an Additional Insured. The policy shall be primary to any policy which the City may otherwise carry ("Primary Coverage"), and treat the employees of the City in the same manner as members of the general public ("Cross Liability Coverage");
 - C. The Contractor represents and warrants that it will not perform any veterinary services. Contractor will require and have on file proof of veterinary medical malpractice insurance from any veterinary clinic or individual with whom it contracts for veterinary services.
 - D. The above policies shall be issued by companies that meet with the approval of the City's Attorney. The policies shall not be cancelled without at least 30 days' written notice to the City as Additional Insured.
 - E. The Contractor shall provide proof of insurance coverage prior to beginning performance of the contract through a Certificate of Insurance and copies of policy endorsements demonstrating the Additional Insured Coverage and Primary Coverage. The certificate and policy endorsements shall be sent to the City representative and are subject to review and approval by the City's Chief of Police.
11. **RECORDS.** The Contractor shall maintain accurate and complete records of all animals it handles in the performance of this contract. The records shall contain the following information:

- A. Description of the animal, including its breed, color, size, sex, disposition, where and how the animal was obtained and the animal's owner, if known.
 - B. All citizen complaints regarding animals (such complaints shall be referred to the code enforcement officer as soon as possible).
 - C. All dangerous or potentially dangerous animals and dog bite incidents received by Contractor.
 - D. Date, time, location, reason and manner in which the animal was obtained.
 - E. Length of time the animal was placed in the animal shelter facility;
 - F. Final disposition of animals, including number of animals euthanized or adopted.
 - G. Any additional information that may be required by the City through its regulatory laws.
12. **FINANCIAL RECORDS AND AUDITS.** The Contractor shall maintain complete and accurate records concerning the revenues derived by the Contractor from impound, administrative, boarding, reclaim and adoption fees. The records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible.
13. **CONFIDENTIALITY.** The Contractor, to the extent allowed by law, will keep all information it receives concerning complaints, names, addresses and phone numbers of complainants and witnesses, and the names, addresses and phone numbers of license holders confidential. The Contractor will, to the greatest extent possible, protect an individual's right of privacy and shall not circulate or permit the circulation of this information for commercial purposes or other purposes not related to the duties undertaken in this contract. However, the Contractor is not prevented from releasing that information which may be necessary for the location of an animal's owner, or for the gaining of consent for medical treatment.
14. **NONDISCRIMINATION.** During the performance of this contract, the Contractor and its subcontractors shall not discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical disability in employment or application for employment of in the administration or delivery of services or any other benefits under the contract.
15. **AMENDMENTS.** This contract may be amended at any time by mutual written agreement between the parties.
16. **DISPUTES.** This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Whitman County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs and expenses as may be set by the court.

17. **SEVERABILITY.** In the event any provision of this contract should become invalid or unenforceable, the rest of the contract shall remain in full force and effect.
18. **INDEPENDENT CONTRACTOR.** All activities performed by the Contractor, agents, employees or representatives are, for all purposes under this agreement, performed as an independent contractor and shall not be deemed to be an employee or agent or representative of the City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, unemployment insurance, worker's compensation benefits, injury leave or other leave benefits.
19. **LIABILITY.**
Each party shall hold harmless the other party, its officer and employees, from and against all claims for damages, loss, liability, injury, cost and expense arising out of any act or omission of the Contractor, its officers, employees, and agents in connection with the contract, either directly or indirectly.
20. **ASSIGNABILITY.** This contract may not be assigned to another without the prior approval of the City Council at a public meeting.
21. **VENUE AND LAW.** In the event of a dispute, venue for any action shall be in Whitman County, Washington, and this agreement shall be interpreted in accordance with the laws of the state of Washington.
22. **NO WAIVER.** Any failure or delay by City or Contractor in strictly enforcing the terms of this Agreement shall not operate to waive or be deemed a waiver of the rights of City or Contractor to require compliance that is full and to the letter of the Agreement, or to thereafter require performance by City or Contractor in strict accordance with the terms of this Agreement.
23. **INTERPRETATION.** As a further condition of this contract, the parties acknowledge that this agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

SIGNED on this 26 day of April, 2018.

CITY OF PALOUSE

CONTRACTOR

Michael Achanov
Mayor

By: [Signature]
President, Board of Directors
Whitman County Humane Society, Inc.

ATTEST:

[Signature]
City Clerk