

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

ANIMAL CONTROL SERVICES AGREEMENT

_____ AND CITY OF WEST RICHLAND.

The City of West Richland, a Non Charter Code City in the State of Washington (hereinafter the “City”), with offices located at 3801 West Van Giesen, WA 99353, and the _____, a duly licensed provider of Animal Control Services (hereafter the “_____”), in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: The City and the _____ enter into this Agreement to provide animal control services to the City and to enforce the City’s animal control ordinances.

II. PAYMENTS BY THE CITY: The City agrees to pay for services rendered under this Agreement as follows:

A. There shall be paid consecutive monthly installments commencing in April of the first year, and continuing monthly until contract termination December 31, 2013.

B. The _____ shall provide the City a monthly report of activity by the 15th day of each month for the previous month.

III. TERM: The term of this Agreement is for one year ten months, from March 1, 2012 through December 31, 2013. The parties may mutually agree to continue their contractual relationship for up to two one year terms upon mutually agreed written conditions. The party seeking to continue the contract shall provide written notice to the other party at least 90 days, but not more that 190 days before this Agreement expires.

IV. COORDINATION: The City’s lead agency for administration of the Agreement is its Police Department. The _____ administrator of this Agreement is the _____.

V. ANIMAL CONTROL SERVICES OPERATIONS:

A. Hours: The _____ agrees ACS must be regularly available to the public and operational a minimum of six (6) days per week from 11 a.m. to 7 p.m. weekdays and 11 a.m. to 3 p.m. Saturdays. During public hours staff will assist customers with adoptions and redemptions, receiving animals from the

public and respond to complaints or conduct follow up investigations. ACS may be closed to the public on Sundays and County recognized holidays.

B. Building Maintenance: The _____ shall maintain the shelter, facilities and vehicles in a clean and sanitary condition, and it will not permit any condition to exist which might constitute a public nuisance.

C. Care of Animals: The _____ shall give the best possible care and treatment to all creatures in its custody by providing them adequate housing and food, shall not permit the shelter to become overcrowded, and shall receive and care for all animals brought to shelter from or impounded within the City.

VI. ENFORCEMENT AND FIELD OPERATIONS: The _____ shall act as a law enforcement agency for enforcement of the animal control ordinances and statutes of the City. To this end, the _____ shall operate and subject the following:

A. Complaints and referrals:

1. The _____ shall investigate and follow up on all animal control complaints referred to it by appropriate officers, the public, health services, or other entities which complaints constitute violations of the Animal Control Ordinance, including but not limited to the following:

- a) Complaints involving dangerous or threatening animal attacks;
- b) Injured, sick, and distressed calls;
- c) Complaints of animal bites;
- d) Dogs at large representing an emergency or interfering with traffic;
- e) Dogs at large complainant;
- f) Barking dog complaints;
- g) Complaints of domestic animal noise;
- h) Other animal at large;
- i) Animal cruelty and neglect cases;
- j) Stray animals to be picked up at private residences or businesses;
- k) Dead animals which constitute a health or traffic hazard;
- l) Nuisance cat or damage complaints, provided, that _____ will make available to the public a humane cat trap

and will educate the recipient of the proper use and handling of any captured animal;

m) Provide the public information regarding complaints of wild animals within the City.

2. The _____ will not perform the following services except upon request by a duly authorized representative of the City.

a) Complaints that occur outside the City;

b) Complaints regarding wildlife, except for general information;

c) Requests to house animals as a community care function for entities other than the City.

B. Disposal: The _____ shall provide for the humane disposal of unclaimed animals after holding them for no less than 96 hours (including days the facility is closed. Unless, sickness or injury requires earlier disposal.

C. Disposal of dead animals: The _____ shall pick up small deceased animals from City Streets and notify and assist Public Works with removal of large animals from the street or City property. Efforts to identify the owner of the animal will be made in a timely manner and notification and appropriate enforcement will commence as necessary.

D. Legislation: the _____ shall provide continuing assistance and advice to the City on the updating and revision of its animal control laws.

E. Animal Control Transport: The _____ shall maintain City supplied vehicles and equipment necessary for the transport, removal and storage of deceased animals in a manner sufficient to meet this task.

VII. ANIMAL CONTROL OFFICERS (ACO):

A. Authority: Uniformed ACO's appointed by the _____ shall be granted authority by the City to enforce its animal control and related ordinances in accordance with law. This authority will be granted under a limited commission.

B. Qualifications and training: The _____ assumes full responsibility for the selection, qualification and training of its animal control officers. The City agrees to make available general law enforcement training as might be appropriate to the _____'s officers.

C. Minimum qualifications require the ACO to be free from disqualifying conditions to include:

1. Felony conviction at any age, adult conviction for a crime of theft or deception, conviction for crime of violence, suspension of driving privileges within past five years.

D. Animal Control Services shall be sufficiently staffed to provide services to the City for call response and shelter operations during the times specified in section V. A.

VIII. FEES: The _____ is charged with collection of animal impound fees and adoption fees. The process of accounting for these fees will be established by the City and shall be adhered to.

IX. OPERATIONS NOT INVOLVING LAW ENFORCEMENT: In addition to law enforcement and shelter operations, the _____ agrees to conduct other desirable programs to the extent permitted by its approved budget:

A. Education: The _____ shall provide an education program for the general public, which shall include the use of visual aids, approved forms of media and oral presentations.

B. Volunteers: The _____ shall provide an opportunity for volunteers to assist in general care of impounded animals to include: walking, brushing and education. Volunteers must meet City volunteer requirements.

X. RECORDS AND REPORTS: The _____ is operating as an arm of government and as such must comply with public records laws of the State of Washington. Records shall also be maintained in accordance with best practice.

A. **GENERAL:** The _____ shall maintain a complete system of records which shall show the kinds and number of animals by type in its custody, the locations where such animals were found, the reasons for confinement, the care received and final disposition. Disposition records shall include the identity of the adoptive party or owner and include compliance verification of licensing prior to release. Records shall include documentation pertaining to medical supplies, drugs, medications detailing quantities use and disposition.

B. **Financial and activity report:** At the close of each month and as a prerequisite for receiving payment for services rendered during the month, the _____ shall submit a financial and activity report to the City's Police Department, the form and contents to be reasonably determined by the City's Police Department. An annual report shall include financial information, law enforcement and education program information.

C. **Audit of financial records:** The _____ shall keep a comprehensive set of records on all income and expenditures in accordance with generally accepted accounting principles. The financial records shall be subject to audit by any governmental entity with jurisdiction at a time and place mutually convenient to the parties. The _____ shall conduct independent audit each year and provide the City with a copy of said audit. The City reserves the right to perform audits of financial and activity records of the _____.

D. The _____ shall coordinate with the City for public disclosure requests and records retention.

XI. CONTRACTS WITH OTHER GOVERNMENTAL JURISDICTIONS: The City does not authorize, permit or agree to any outside use of equipment, facilities or vehicles, or contracting with other jurisdictions wherein the City property would be utilized, without express written permission of the City. Further the City does not authorize the gifting or subsidizing any other jurisdiction or entity financially or property.

XII. INSURANCE AND LIABILITY: Indemnification / Hold Harmless

_____ shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of _____ in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is specifically and expressly understood that the indemnification provided herein constitutes _____'s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

_____ shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by _____, its agents, representatives, or employees.

No Limitation

_____’s maintenance of insurance as required by the agreement shall not be construed to limit the liability of _____ to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

_____ shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under _____’s Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability/Law enforcement professional: Insurance coverage appropriate for _____ profession, including coverage for false arrest, assault and battery, and related coverages.

B. Minimum Amounts of Insurance

_____ shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision

_____’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of _____’s insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

_____ shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of _____ before commencement of the work.

F. Notice of Cancellation

_____ shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of _____ to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to _____ to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due _____ from the City.

XIII. NO DISCRIMINATION: The _____ shall ensure that all of its employees act in a professional and businesslike manner. No rude or unseemly actions or attitudes shall be tolerated in day-to-day dealings with the public. The _____ shall not discriminate, either in dealing with its own employees or the public at large, because of race, color, religion, sex, national origin, handicap, or age. The _____ shall take affirmative action to ensure that applicants for employment are treated without regard to their race, color, religion, sex, national origin, handicap, or age.

XIV. PROHIBITED INTERESTS:

A. Conflict of Interest: No officer, employee, member or agent of either the City or the _____ who exercises any functions or responsibilities in connection with the carrying out of this Agreement shall have any personal interest, direct or indirect, in providing goods or services at a profit to the _____.

B. _____ Employees: No personnel employed by the _____ shall acquire any rights or statuses in the City's Civil Service, or have any other form of governmental employment, nor shall they be deemed employees or agents of the City or any other government for any purpose other than as specified in the Agreement. The _____ shall be responsible in full for the payment of its employees, including Worker's Compensation, insurance, payroll deductions, and all related costs.

XV. MODIFICATIONS AND CANCELLATIONS:

A. Modifications: Modifications to the Agreement shall be in writing, shall be executed in the same manner as this Agreement, and shall become effective on the date of their signature by the Mayor of the City.

B. Termination: This Agreement may be terminated by either party for cause upon the giving of thirty (30) days' written notice to the other party or intent to so terminate, specifying the grounds for the termination including but not limited to breach of a provision of this Agreement, breach of law or regulation, or malfeasance. During this period, the City (if it is the terminating party) in its sole discretion may suspend the Contractor from further activities. If during the thirty-day period, in the reasonable discretion of the party giving notice, (a) the ground(s) for termination can be remedied and (b) the party so notified has corrected the situation, then this Agreement shall not terminate. If either (a) or (b) is not the case, the Agreement shall terminate at the end of the thirty-day period.

C. In the event that funding is withdrawn, reduced or limited in any way due to City budgetary constraints, the City may terminate this Agreement on the giving of thirty (30) days written notice of intent to do so.

D. In the event Contractor is terminated under either paragraph above, Contractor shall be paid amounts to which he or she is entitled based on work performed prior to termination, but shall not be paid an amount representing anticipated profit. During the pendency of termination for any reason, Contractor is so requested by the City shall fully and faithfully continue to perform services under this Agreement.

Signature Information