



**PERSONAL SERVICES AGREEMENT**

CONTRACT NO. SC-106442

The Humane Society for Tacoma and Pierce County, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as **Society or Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

- General Conditions** pages 2 to 6; **Exhibit A** (Scope of Work) pages 7 to 8;
- Exhibit B** (Compensation) pages 9 to 10; **Exhibit C** (Contract Compliance) pages 11 to 14
- Exhibit D** (any Special Provisions) pages 15 to 16; **Attachment A** (General Conditions Clarifications) page 17

Copies of the above mentioned are attached and incorporated herein by this reference as fully as if set forth herein.

**Term of Agreement:** February 1, 2019 through December 31, 2020, unless terminated or renewed elsewhere in the Agreement with at least six months' notice by either party. If this contract is not renewed or terminated by the expiration date of this contract, it shall be deemed to be terminated on the expiration date unless an extension is mutually agreed upon by both parties.

Maximum consideration for this Agreement, as detailed in Exhibit B, shall not exceed \$1,195,276.33, **plus extra boarding days if incurred.**

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 13, 15, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 31<sup>st</sup> day of January 2019 . .

**CONTRACTOR:**

The Humane Society for Tacoma and Pierce County

Name

STUART EARLEY

Signature

*[Handwritten Signature]*

The Humane Society Executive Director CEO

Title of Signatory Authorized by Firm Bylaws

2608 Center Street

Mailing Address

Tacoma WA 98409

City, State, Zip

**PIERCE COUNTY:**

Approved as to legal form only:

*[Signature]* 1/22/19  
Deputy Prosecuting Attorney Date

Approved:

*[Signature]* 1/28/19  
Finance Date

*[Signature]* 01-16-19  
Pierce County Auditor Date

*[Signature]* 1/31/19  
Pierce County Executive (\$250,000 or more) Date

**CONTACT INFORMATION**

	<b>Contractor</b>	<b>Pierce County Department</b>	<b>Pierce County Purchasing Agent</b>
Name	The Humane Society of Tacoma and Pierce County	Pierce County Auditor's Office – Animal Services	Kenneth L. Matthews
Title	<u>Executive Director</u> or designee <u>CEO</u>	Brian Boman, Animal Control Supervisor	Purchasing Agent
Phone	253-284-5850	253-798-PETS	253-798-7456
Cell	253-988-0827	253-377-0580	
Fax		253-798-2623	253-798-6699
Email		Brian.Boman@piercecountywa.gov	kmatthe@co.pierce.wa.us
Address	2608 Center Street, Tacoma, WA 98409	2401 S 35 <sup>th</sup> St, Suite 200 Tacoma, WA 98409	950 Fawcett Ave, Suite 100 Tacoma, WA 98402

**GENERAL CONDITIONS**1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer",) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

**17. Withholding Payment:**

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

**18. Future Non-Allocation of Funds:**

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

**19. Contractor Commitments, Warranties and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

**20. Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

**21. Disputes****a. General**

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

**b. Notice of Potential Claims**

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 950 Fawcett, Tacoma WA 98402. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, and 28, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

30. Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

**EXHIBIT "A"**  
(SCOPE OF WORK)

THE SOCIETY AGREES:

(1) To furnish and maintain and to employ adequate staff for suitable shelter for the handling of stray, impounded, and unwanted companion animals turned over to the Society by the County or its residents. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents. Companion animals specifically exclude livestock (horses, cows, pigs, sheep, goats, fowl, etc.) venomous or dangerous reptiles and wild or exotic animals. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

Specifically excluded from intake to the shelter:

- Exotic animals defined by RCW 16.30.
- Wildlife (as defined in this contract).
- Livestock (as defined in this contract).
- Community Cats that can't be returned to the cat's captured location, by order of an Animal Control Officer.

(2) To keep the shelter staffed and open for the purposes of receiving companion animals and allowing such animals to be redeemed during regular business hours; provided that the Society shall establish and maintain 7-day per week, 24-hour per day access for Pierce County animal control officers to drop off companion animals or carcasses outside of normal shelter hours. It is understood that this does not include responsibility for care of sick or injured companion animals outside of normal shelter hours.

(3) To provide licensing services for animals adopted or impounded at the Humane Society shelter whose owner resides within the Pierce County jurisdiction. The license service for impounded and adopted animals shall be provided during normal business hours, with no time limitation and shall also be provided by the Society in animal illness or injury conditions so as to expedite medical attention for the animal. The Society will utilize the Pierce County Pet Agent Portal as a Pet Licensing Agent to process pet license tags. The Humane Society will retain 100% of every license sold and payments shall be made to the Humane Society.

(4) To provide orientation and training to Pierce County animal control officers to the Society shelter and its admissions policies, practices and other Society operations as appropriate.

(5) Provide the Society's animal report monthly to include animal intake census by source and type, including jurisdiction, by the 20th of the month following the month ended.

(6) To maintain complete records of animals received and animals disposed of on behalf of the County and other entities with whom the County has contracted. The Society agrees to promptly make its records of investigations available for the County's inspection at reasonable times, and to furnish reports of the Society's activities to the County, and to provide, within reason, such other data as the County requests and as may be inspected or requested by other entities with whom the County has contracted. This means the Society at such times and in such form as the County may require, shall furnish the County with periodic reports pertaining to the work and services undertaken pursuant to this Contract. The Society will make available to the County all work-related records and documents for inspection, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Contract. The Society further agrees to fully cooperate with any civil or criminal investigations by the County and to make its employees available for interviews conducted in the furtherance of such investigations.

(7) To provide basic blood draw, fecal sample, lab tests and weight at time of admission for animals involved in cruelty investigation, per request of Pierce County Animal Control Officers. This service will be offered for cases of 1 to 2 animals and may be repeated weekly as deemed necessary by the Veterinarian staff at the Humane Society. The costs associated with any additional lab tests will be billed separately to the County. Cruelty cases larger than 6 animals would require advance notification in order to perform this service.

(8) To furnish equipment and supplies used in the performance of the Society's obligations arising from this contract, except equipment and supplies which the County expressly promises to furnish.

(9) The Society agrees to comply with Title 16 RCW and Title 6 of the Pierce County Code. The Society will not release any animal except in full compliance with the municipal code.

- (10) The Society agrees to these operational standards:
- Contractor's animal receiving Staff to be available during regular shelter hours.
  - Ability to access officer's hallway and night holding kennels after hours.
  - Ability to access lot and building:
    - Gate functional.
    - Loading area free of hazards and debris.
    - Able to safely maneuver vehicles and animals.
  - After hours lighting.
  - Availability of vehicle cleaning equipment and supplies.
  - Receiving area stocked with necessary pet and office supplies.
  - 24-hour access to restroom facilities.
  - Provide the monthly Animal Report by the 20th of the month following the month ended. The report will detail animal intake census by source and type, including jurisdiction.

PIERCE COUNTY AGREES:

(1) Authorizes the Society to act on behalf of the County for the purpose of selling pet licenses to owners of pets residing in unincorporated Pierce County and contracting jurisdictions in accordance with PCC Chapter 6.04.

(2) To allow the Humane Society to retain all adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter.

(3) To provide the Humane Society all licenses and licensing material for the County and other entities with whom the County has contracted with.

(4) Until the Humane Society accepts the animal, the County is responsible for all after-hours emergency care of any animal that it impounds. The County will be responsible for payment of care for impounded animals taken by the County after hours to veterinary clinics by its Animal Control officers. During hours that the shelter is open, the Society will provide veterinary care. The County is responsible for transporting the animal from any veterinary clinic to the Humane Society once the animal is stabilized.

(5) Pierce County Officers will perform the following intake functions.

- Move animals from ACO vehicle into intake area.
- Provide a legible, complete Humane Society Intake Form, which includes:
  - Description of an animal's health or temperament
  - Contact information, if ongoing communication is required (vet, ACO, animal owner, etc.)
  - Hold and release instructions, when special directions apply.
- Place cats and very small animals into carriers and place the carriers in the Humane Society designated receiving area.
- Place dogs in designated kennels or receiving area.
- After hours, set kennel with water.
- Remove and appropriately dispose of any debris (including feces and animal hair) associated with the ACO's transport, crating, or kenneling of an animal.

Officers will provide the following supplemental records to assist the Humane Society with animal care and recommended outcomes.

- Veterinary records (if the animal has been discharged from an animal hospital).
- Selected investigation records that can be released under the Public Records Request RCW 42.56 (if the animal is suspected of being a potentially-dangerous or dangerous animal).

Officers will take primary responsibility for communication with animal owners, media, and interested parties about the status of an impounded animal. Confidentiality, as defined in this agreement, will be maintained.



(6) Officers will scan each animal for microchips and document intake information for each animal. The Humane Society employees will perform the data input required for shelter admission and all vaccinations. During shelter business hours, the Society employees will administer vaccines. After shelter business hours, Officers will note the need for vaccination on the intake form. Every attempt will be made to leave unvaccinated animals in night hold and ensure they do not enter the general population.

MUTUAL COVENANTS AND UNDERSTANDINGS – both parties hereto agree to the following conditions:

(1) Either party can terminate this contract, during the contract period, upon 180 days' written notice; Provided that either party may terminate this upon 60 days' written notice for breach of any material clause herein. To facilitate timely renewal or termination, the parties agree to commence negotiations for the 2021/2022 contract by June 1, 2020, and to gather and provide to each other all pertinent data reasonably necessary to meaningfully negotiate.

(2) The County and the Society will schedule and attend quarterly operational meetings.

(3) Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

Notice to Pierce County shall be sent to:

For animal control issues:  
Brian Bowman, Animal Control Supervisor  
2401 S 35th Street, Room 200  
Tacoma WA 98409  
e-mail: [brian.boman@piercecounitywa.gov](mailto:brian.boman@piercecounitywa.gov)  
Office: 253-798-PETS  
Fax: 253-798-2623  
Cell: 253-377-0580

For payment issues:  
Pierce County Auditor  
Attn: Mary Schmidtke – Fiscal Manager  
2401 S 35th Street, Room 200  
Tacoma, WA 98409

For licensing issues:  
Pierce County Auditor  
Attn: Michelle Redfield  
2401 S 35th Street, Room 200  
Tacoma, WA 98409

Notice to the Society shall be sent to:

Stuart Earley, CEO  
2608 Center Street  
Tacoma, WA 98409

**EXHIBIT "B"**  
**(COMPENSATION)**

1. The County will pay Contractor up to \$562,844.33 in 2019 and \$632,432 in 2020 based on 2017 actual intakes and the fee structure outlined below:

**Animal Intake Rates**

Animal Category	2019 rates	2020 rates
Live Animals, except for the following:	\$195.00	\$200.85
Rabbits and rodents	\$50.00	\$51.50
Owner Surrenders of all kinds	\$40.00	\$41.20
DOA from PC Animal Control only	\$50.00	\$51.50

This intake fee includes necessary medical, owner reunification or adoptions or humane euthanasia and mirrors the intake process currently being provided to the City of Tacoma. Payment will be made, upon receipt of invoice, in 11 monthly payments of \$51,167.67 in 2019 and 12 monthly payments of \$52,702.67 in 2020 due on or before the 10th of each month.

A year-end reconciliation payment using the above rates and actual census by type and source shall be processed for each year. The reconciliation payment could be lower or higher based upon actual intakes for the year. This payment shall be made upon receipt of a separate reconciliation invoice showing the total animal intakes by type and source. **The 2019 reconciliation invoice must be received by Tuesday January 7, 2020, and the 2020 reconciliation invoice must be received by Wednesday January 6, 2021.**

It is agreed that the estimated total animal intakes for each year may be reviewed mid-year and an adjusting reconciliation payment may be made prior to year-end as subsequently agreed upon by both parties. In no event shall the total payment for each year's animal intakes exceed the actual number of animal intakes (including contract cities).

2. Animals impounded by the County, awaiting disposition by the courts, will be held by the Contractor for up to 15 days without additional charge.
3. The County will be charged for boarding of County impounded animals beyond the 15 days. After 15 days, board for County impounded animals will be charged to County at the rate of \$25 per day. The Contractor will invoice the County by the 20th of each month for the prior month's activity.
4. Boarding charges for impounded animals beyond 15 days will cease when the Pierce County Auditor's designee provides written notification to the Contractor's designee of the release. The written authorization to release will include the animal number, a description of the animal, and document further actions to be taken with the animal (such as release to owner, euthanasia, etc.).
5. The Humane Society will bill Pierce County for cost recovery when:
  - Pierce County has confiscated and impounded an animal; and
  - We lose our case in court or before the Hearing Examiner; and
  - We are ordered to return the animals without any fee to the owner; and
  - Pierce County requests, in writing, to waive impound or boarding fees on behalf of an owner.
6. The contractor will provide documentation that verifies that animals are being appropriately attributed to Pierce County based on where the animal was found or its home address.
7. The County will reimburse the Contractor for payment within 30 days. Any payments over 30 days late will automatically be charged a 1% late penalty.
8. As soon as it is available, the Contractor will provide to County a copy of its reviewed annual financial statements.

**EXHIBIT "C"**  
**CONTRACT COMPLIANCE for PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES**  
Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

**A. MWBE DIRECTORY ASSISTANCE**

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42<sup>nd</sup> St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

**B. EQUAL EMPLOYMENT OPPORTUNITY:**

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

**C. CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

**D. E-VERIFY DECLARATION**

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at [www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum](http://www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum).

The Federal E-Verify Program is a web based application and can be accessed at [www.dhs.gov/everify](http://www.dhs.gov/everify).

**E. SUBMITTAL REQUIREMENTS**

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.

4. E-Verify Declaration: Contractor shall submit with proposal.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

**NON-COLLUSION & DEBARMENT AFFIDAVIT**

State of Washington, County of Pierce

As an authorized representative of the firm of The Humane Society for Tacoma and Pierce County, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

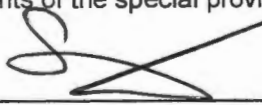
I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: 

DATE: 1/15/2019

TITLE: CEO

**SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS**

Check appropriate statement below:

**Our firm will perform all contracted scope of work tasks.**

**Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: 

DATE: 1/15/2019

TITLE: CEO

PHONE: 253 284 5850

Revised (6/99)

**PERSONNEL WORKFORCE DATA FORM**

FIRM NAME The Humane Society for Tacoma and Pierce County

ADDRESS 2008 Center Street

CITY, STATE, ZIP Tacoma, WA 98409

PHONE 253-284-5850

PROJECT \_\_\_\_\_

PROJECT # \_\_\_\_\_

CONTRACT WORK HOURS (if applicable) \_\_\_\_\_

TYPE OF SERVICE PROVIDED Animal shelter services

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management	3	9				1								
Professionals	8	6												
Technicians	1	4												
Administrative	1	4												
Other	9	23				1				1	1	1		
TOTALS	14	46				2				1	1	1		

**EXHIBIT D  
(SPECIAL PROVISIONS – PET LICENSING AGENT)**

For purposes of this Exhibit “D” Contractor shall be referred to as “Agent”.

**1. AUTHORIZATION**

The County authorizes the Agent to act on behalf of the County for the sole purpose of selling pet licenses to owners of pets residing in unincorporated Pierce County and contracting jurisdictions in accordance with PCC Chapter 6.04. The County retains its full, lawful, regulatory and approval authority over all pet licensing activities within its jurisdiction.

**2. DEFINITIONS**

As used throughout Exhibit D, the following terms shall have the meanings set forth below:

“Agent” shall mean an entity that is authorized to act on behalf of the County for the sole purpose of selling pet licenses to owners of pets residing in unincorporated Pierce County and contracting jurisdictions in accordance with PCC Chapter 6.04, as limited by this agreement.

“Customer” shall mean owners of licensable pets residing in unincorporated Pierce County and contracting jurisdictions in accordance with PCC Chapter 6.04.

“PCC” shall mean the Pierce County Code.

“Pet Track” is currently the County’s Animal Control and Pet Licensing Software solution, however, this contract applies to any future data transmission system that is designated by the County for use by the Agent.

**3. STATEMENT OF WORK**

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the procedures provided by the County.

Agent is responsible for verifying data to include:

- a. address verification for County jurisdiction.
- b. accurate altered status of the licensable animal by means of proof, as authorized by PCC 6.04.030
- c. accuracy of data entered into the Pet Track system. Agent agrees and shall transmit data from each licensing transaction no later than one business day following the transaction.
- d. processing applications and transmit accurate data to the County on a daily basis.

**4. COMPENSATION**

Services identified in this Agreement are provided by the Agent at no charge to the County or to the customer with the exception of the following:

The Agent is authorized to collect and retain the pet licensing fee set by and on behalf of the County for new pet licenses and duplicate license tags ONLY. Any renewal monies collected in error by an Agent shall be forwarded to the County. The Agent is responsible for any refunds to customers resulting from transaction errors by the Agent.

The Agent acknowledges that the entire compensation for this Agreement is specified herein and the Agent shall not seek any other compensation from the County or the customer. The Agent acknowledges and agrees that Agent shall not collect any service fee above and beyond the authorized fees.

All costs related to this Pet Licensing Agent Agreement shall be absorbed by the respective parties.

**5. RECORDS MAINTENANCE AND CONFIDENTIALITY**

The Agent shall maintain books, records, documents and other evidence which sufficiently and properly reflects all revenues received in the performance of the service(s) described herein.

The Agent and its employees shall maintain the confidentiality of all information provided by the County or acquired by the Agent in performance of this Agreement.

**6. RECORDS**

Records and other documents, in any medium, generated by the Agent as a result of this Agreement, will remain the property of the County, unless otherwise agreed. The Agent will not disclose or make available this material to any third parties without written authorization from the County. The Agent will utilize reasonable security procedures and



protections and prevent disclosure to unauthorized third parties. If any unauthorized disclosure of data occurs, Agent will immediately notify the County.

## 7. RIGHT TO REVIEW

Upon request by the County, Agent shall provide the County with true and accurate copies of any records generated or received by Agent as a product of this agreement. Agent shall provide to the County any requested copies of records within not later than two business days after a written request is delivered to the agent by any method of notice identified in paragraph 15. Upon request, Agent shall make all records related to this agreement available to the County in the original native format of the record. The Agent shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

## 8. PCI AGREEMENT

**This only applies to agents who accept credit/debit cards as a form of payment.**

1. Data Protection. Agent and third-party vendors processing consumers' credit cards on behalf of the Agent ("Merchant Providers") shall have proper security measures in place for the protection of Cardholder data and shall comply with the Data Security Standards adopted by the PCI Security Standards Council, LLC. (as amended, the "PCI DSS"), which may be reflected at the PCI DSS web site: <http://www.PCIsecuritystandards.org>, as updated from time to time. Where feasible, Agent and the Merchant Providers will use only services and merchant equipment that have been certified as PCI DSS compliant by one or more Bank Card Associations.

2. Information Security Affirmation. Agent affirms that, as of the effective date of this Agreement, it and its Merchant Providers have complied with all applicable requirements so as to be Payment Card Industry Data Security Standard (PCI DSS) compliant and have performed the necessary steps to validate their compliance. By October 31st, each year throughout the term of this Agreement, Agent and the Merchant Providers are required to demonstrate their compliance with PCI DSS to the County by providing a current Attestation of Compliance pursuant to PCI requirements that is either signed by a PCI Qualified Security Assessor (QSA) or by Agent with a copy of the current appropriate Self-Assessment Questionnaire (SAQ).

3. Notification of Event, Incident or Condition. Agent will immediately notify the County if it learns that it or a Merchant Provider is no longer PCI DSS compliant and will immediately notify the County in writing of the steps being taken to remediate the non-compliant status. Further, Agent will immediately notify the County of any suspected or confirmed event, incident, breach or other condition which may impair the security of Cardholder data. Agent shall timely make the security disclosures and notifications required by RCW Ch. 19.255 or other applicable law unless the Merchant Provider(s) make all necessary disclosures and notifications in a timely and accurate fashion.

4. Costs. Agent shall fully defend and indemnify the County concerning any claims, suits or actions of any nature brought by third parties relating to loss, disclosure, theft or compromise attributable to a breach by Agent of any provisions of this Section 16. If Agent elects to use a Merchant Provider other than the Merchant Provider which is under contract with the County or an equivalent high-quality Merchant Provider approved in writing by the County, then the Agent shall fully defend and indemnify the County concerning any claims, suits or actions of any nature brought by third parties relating to loss, disclosure, theft or compromise attributable to a breach of duty by its Merchant Provider of any provisions of this Section 16.

5. Remedy. Agent failure to comply with any of the provisions of this Section 16 is a material breach of this Agreement.

## 9. ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**ATTACHMENT A  
(GENERAL CONDITIONS CLARIFICATIONS)**

The parties to this contract agree to amend the GENERAL CONDITIONS, with the additional language below. No changes were made to the original GENERAL CONDITIONS presented on pages 2-6 of this agreement, with the exception of #22.

#11. Termination for Default: The contractor also reserves the right to terminate the contract by default should the County fail to comply with the contract, withhold payment for no acceptable reason, is declared bankrupt or commits any act of bankruptcy or insolvency, or makes assignment for the benefit of creditors.

#12. Termination for Public Convenience: The Humane Society may terminate the contract in whole or in part whenever the Humane Society determines, in its sole discretion and with six months' notice, that such termination is in the interests of animal welfare. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the Contractor at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the Contractor.

#13. Defense & Indemnity Agreement: The County agrees to defend, indemnify and save harmless the Contractor, its directors, employees, and volunteers from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the Contractor, its board, employee or volunteers for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, if such injury to persons or damage to property is due to the negligence of the County, or its employees.

#14. Insurance Requirements: Pierce County is self-insured. A letter certifying our Self Insurance Program will be provided to The Humane Society.

#15. Industrial Insurance Waiver: The original GENERAL CONDITIONS do not preclude Labor & Industries (L&I) from subrogation against Pierce County.

#22. Ownership of Items Produced: Strike "programs" from that paragraph.

#23. Confidentiality: The County is a government agency subject to RCW 42.56, the Public Records Act. The County's compliance with this and other Washington State and Federal laws is mandatory. To the extent that compliance with Washington State and Federal law permits, the County, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Humane Society or acquired by the County in performance of this Agreement, except upon the prior written consent of the Humane Society. The County shall immediately give to the Contractor notice of any judicial proceeding seeking disclosure of such information. The County shall indemnify and hold harmless the Contractor, directors, employees or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from County's breach of this provision.