

## CONTRACT

THIS CONTRACT is between the joint CITIES OF Garfield and Palouse, hereinafter referred to as "the City" and the Whitman County Humane Society, Inc., a non-profit corporation located at 1340 SE Old Moscow Road, Pullman, Washington and whose mailing address is P.O. 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 provide animal shelter services 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 comprises the contract documents and 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 the contract documents.
2. **SERVICES.**
  - A. **Contractor Services.**
    - (1) The Contractor shall provide animal shelter services for all animals 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. 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:
      - a. Quarantine of animals, under the direction of the Whitman County Health Department;

- b. Have available the services of a local veterinarian for injured, sick, or diseased animals at all hours;
- c. Act as the animal shelter operator by furnishing and maintaining a shelter for the handling of all animals from the City. Stray, impounded, and confiscated animals turned over to the Contractor by City residents, law enforcement officers or staff of Contractor will be accepted at any time, providing that the Contractor has available kennel space and staff sufficient to support its primary function of serving Pullman City. Owners or custodians wishing to surrender their owned animals to the Contractor will be accepted on a space-available, by-appointment basis
- d. Arrange for the humane destruction and disposal of animals as required by the Court based upon accepted humane practices;
- e. Provide proper food, water, housing and humane care for all animals under its control pursuant to this contract;
- f. Provide sufficient, competent and trained staff to assume the responsibilities of this contract;
- g. Adopt out stray or unclaimed animals with instruction to obtain animal licenses as required by City law;
- h. Provide reports to the City regarding shelter activities including number of impounds and licensing data and such other information as may be requested by the City at the same time as the Contractor submits the statement of services for payment;
- i. Maintain the name and address of every person to whom an animal is released and provide same on request to the City;
- j. The Contractor shall require any person reclaiming an animal to be taken to the City to be licensed before removal, if the City requires licensing;
- k. Ensure that no mammal is adopted without current rabies vaccinations. These vaccines are to be given at the owner's or adoptee's expense;
- l. The Contractor shall not allow any owner to remove an impounded animal from the shelter without first obtaining a

Release from Impound Certificate from the City, if required by the City. The owners of impounded animals shall be directed to the City Police Department to obtain said Release from Impound Certificate;

- m. Provide access to the shelter cages 24 hours a day, seven days a week, for impounds;
- n. Provide electrical power in conformance with applicable electric codes;
- o. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods;
- p. Dangerous and aggressive animals shall be taken in by the Contractor and kept quarantined from other animals and people not employed by the Contractor until such time that it can be decided if these animals are still a danger. If it is decided that the animal may be adopted out the Contractor shall provide the adoptee full disclosure regarding the animal's behavior. If the animal is not adoptable it shall be euthanized in accordance with the procedures in this contract.
- q. The Contractor will accept all stray kittens under the age of 6 months old with the intention of rehoming them, either as pets or as barn cats, or will accept said cats for Trap, Neuter, Release if they are deemed too feral for life as a pet cat.
- r. Large (up to 50 cats per event) TNR events will be held up to three times each year for which the contract is in effect. The timing of these events will be coordinated with City officials and will ONLY be pursued with permission of the City Council/Liaison. These events will result in the altering, rabies vaccination, and ear tipping of feral cats that will then be returned to the colony of origin.
- s. Additional TNR events can be scheduled at the request of the City at a rate of \$400/event.
- t. Individual feral cats needing altering at a time when there will not be a scheduled TNR event in the next 60 days, will be trapped by city officials and be neutered through a local veterinarian using the individual TNR program of the Contractor. These animals will then be returned to their colony of origin.

- (2) **Shelter Facilities.** The Contractor shall use its shelter, Animal Haven, to fulfill its duties under this contract. Shelter facilities shall be operated and maintained in a neat, clean and sanitary condition, and in compliance with all applicable governmental laws, rules and regulations. The facilities shall be maintained to ensure they are structurally sound and designed to protect animal injury and to restrict the entrance of other animals.

The City, through its authorized agents and representatives, shall have the right to enter upon and inspect the facilities during regular business hours, without prior notice, for the purpose of inspecting the shelter facility for compliance with this contract.

- (3) **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.

(4) **Shelter Procedures.**

- a. Licensed Stray Animals. 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 maximum period of 144 hours including weekends and excluding major holidays following their apprehension. Following this period the Contractor may retain such animal in its sole discretion.

- b. Unlicensed Stray Animals. The animals shall be held for a maximum of 72 hours including weekends and excluding major holidays, following their apprehension. Following this period, the Contractor may retain such animal in its sole discretion.

- 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. 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.
- e. Dangerous and Aggressive Animals. If a dangerous dog is confiscated in accordance with RCW 16.08.100 the City shall serve notice to the dog's owner advising of the confiscation. The owner will then have 20 days to correct the deficiencies of the dog. After the 20-day time period the dog may be disposed of in an expeditious and humane manner unless otherwise directed by the City.
- f. Animal Redemption. Impounded animals shall be released to owners or custodians only upon proof of ownership, current license and payment of applicable fees.
- 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 shall be responsible for payment of the quarantine fees.
- h. Animal Destruction and Disposal. The destruction and disposal 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. The Contractor agrees to release any animal without payment of impound fees and other charges when ordered in writing by the Chief of Police.
- k. Following the maximum 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.
- (2) Animal Control. The City retains authority to enforce animal control services.
- (3) Independent Fees. The City retains authority to establish impound fees for animals impounded pursuant to City ordinances. The Contractor may recommend changes in City fees.
- (4) Release from Impound. The City shall be responsible for verifying and documenting that all conditions are met for release of an impounded animal and shall provide a Release from Impound Certificate to an owner. Contractor shall not release an animal during an impound period unless the owner presents the City's Release from Impound Certificate to Contractor.

3. **COMPENSATION**.

- A. All monies obtained by the Contractor for impound fees and other administration and redemption fees shall be retained by the Contractor.
- B. The City shall retain all fines or penalties arising out of the issuance of citations for violation of the City's animal control ordinance, as now enacted or hereafter adopted.

4. **CONTRACT LENGTH**. This contract shall begin on April 1, 2021, and end on April 1, 2022. Either party may terminate this contract earlier by 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 business office and shelter facility are open to the public;
- B. a location where animals can be delivered by code enforcement officers 24-hours per day; and
- 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. **PULLMAN CITY-FIRST PROVISION.** Contractor may accept animals for sheltering from persons or entities other than Pullman City, but Contractor shall give first priority for sheltering of animals brought to the Contractor by Pullman City employees or others authorized by the City of Pullman..
9. **LIAISON OFFICERS.** The below mentioned city officials shall be responsible for the administration of this contract. All reports, recommendations, and other correspondence will be directed to these officials and it shall be the duty of the below mentioned officials 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 and/or Vice President of the Board of Directors and/or the Director of Shelter Operations shall act as the Contractor's liaison with the City.

Garfield Officials	Palouse Officials
Jarrold Pfaff, Mayor	Chris Cook, Mayor
Joe Handley, Chief of Police	Jerry Neumann, Chief of Police

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 Pullman 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. 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.
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;
  - 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. **REPORTS**. The Contractor shall provide the City, upon request, with a performance report that includes the following:
- A. The date animals are brought to the Shelter, including the name or names of the person(s) bringing the animal into the Shelter.
  - B. The type of animal and description;
  - C. The general facts and circumstances regarding such animal; and,
  - D. A financial statement of operations, in accordance with a format to be determined by the City. Within a reasonable time after submittal of the report, the Contractor shall be available to discuss the report with the City Supervisor, Mayor and City Council.
13. **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. The Contractor shall allow the Finance Director or his designee, to examine and audit all of the Contractor's books and records which relate to this contract during regular business hours on regular business days.

14. **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.
15. **CONDITIONAL LEASE.** In the event the City terminates this contract because the Contractor has materially defaulted in its duties under this contract, the Contractor agrees to lease to the City necessary kennel space at Animal Haven for a minimum of 90 days. The Contractor and the City will meet to negotiate the exact terms of this conditional lease. The determination of default will be made by the City whose determination shall be final for the purpose of this section.
16. **COMPUTER SERVICES.** The Contractor and the City may, by separate contract, arrange for data processing services to be provided by the City to the Contractor for the purpose of maintaining records on current animal license holders. If the Contractor maintains its own computer system, it may obtain hardware/software compatible with the City's standard software and which is able to transfer records to the City's computer system at the end of the contract term at the Contractor's sole expense.
17. **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.
18. **AMENDMENTS.** This contract may be amended at any time by mutual written agreement between the parties.
19. **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.

20. **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.
21. **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.
22. **LIABILITY.**
- A. The Contractor shall defend, indemnify and hold harmless the City, its officers 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 agents in connection with the contract, either directly or indirectly, except to the extent of the sole negligence of the City, its officers, employees and agents.
- B. The City shall defend, indemnify and hold harmless the Contractor, its officers and employees, from and against all claims for damages, loss, liability, injury, cost and expense arising out of any act or omission of the City, its officers, employees agents in connection with the contract, either directly or indirectly, except to the extent of the sole negligence of the Contractor, its officers, employees and agents.
23. **ASSIGNABILITY.** This contract may not be assigned to another without the prior approval of the City Council at a public meeting.
24. **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.
25. **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.
26. **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.

DATED: 4/13/21

CITY OF Prosser

*Christy H. ...*  
Mayor

ATTEST:

*[Signature]*  
Acting Finance Director

Approved as to Form:

\_\_\_\_\_  
City Attorney

DATED: 4/26/2021

CONTRACTOR Whitman County Humane Society

*[Signature]* Wendy Ortman  
Board of Directors President

ATTEST:

*[Signature]* Nickel P. Finch  
Title/Name DVM

Attachment A

WCHS Schedule and Hours of Operation

**Open to the Public:**

Monday	Closed
Tuesday	1-5pm
Wednesday	Closed
Thursday	1-5pm
Friday	1-5pm
Saturday	1-5pm
Sunday	1-5pm

\* Staff are onsite from 8:30 am to 11:30 am every day for stray drop offs and to care for the animals.

\*\* There is a 24 hour drop off room in the canine building. The door is to the far-right door with a key pad. The door can be unlocked with a key code 24/7.

**WCHS is scheduled to be closed for the following holidays/events:**

- New Year's Eve
- New Year's Day
- President's Day
- Fur Ball and Yappy Hour (always on a Saturday near the end of February)
- Memorial Day
- The 4<sup>th</sup> of July
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

\*All emergency or unplanned closures will be posted on our building and our social media profiles as soon as possible.

## COMPENSATION PROPOSAL OPTION 1

The City agrees to pay the Contractor a fixed price sum of \$1200/year until such time as the contract is re-negotiated. The first annual payment is due and payable upon execution of this agreement and shall be prorated according to the month the agreement is initiated.

Alternatively the contract may be for 2020-2021 to be renewed on a yearly basis with an agreed upon fixed price sum for each year.

Proposed Fee as calculated by a cost per resident or population based fee approach.

CITY	POPULATION 2019	CONTRACT	PROPOSED FEE
Albion	634	\$100 per dog	
Colfax	2995		\$3,000
Colton	422		\$420
Endicott	321		\$320
Farmington	143		\$150
Garfield	617	See Palouse	
La Crosse	308		\$300
Lamont	78		\$75
Malden	216		\$220
Oakesdale	430		\$430
Palouse	986	\$1,200	
Pullman	33878	\$56,052	
Rosalia	590		\$600
Saint John	573		\$575
Steptoe	186		\$200
Tekoa	905		\$900
Uniontown	297		\$300

Palouse/Garfield Cost/Resident		\$0.75
Pullman Cost/Resident		\$1.65
Proposed Fee based on ~\$1.00 per Resident		