

CONTRACT

THIS CONTRACT is between the joint CITY OF PALOUSE, hereinafter referred to as “the City” and the Whitman County Humane Society, Inc., a non-profit corporation located at 1340 SE Old Moscow Pullman Road, Pullman Washington and whose mailing address is P.O. Box 453, Pullman, WA 99163, as “Contractor”, jointly referred to as the “Parties”. "Animals" identified as dogs and domesticated cats.

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 dogs and domesticated cats 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 below 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 City of Palouse or Whitman County Public Health;
- 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 dogs and domesticated cats from the City, stray, impounded, and confiscated animals turned over to the Contractor by the 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 the City. Owners or custodians wishing to surrender their owned animals to the Contractor will be accepted according to the surrender policy set by Contractor;

- d) The Contractor will notify the City within 24 hours of any animals impounded by citizen within the city limits;
- e) Arrange for the humane destruction and disposal of animals as required by the Court based upon accepted humane practices;
- f) Provide proper food, water, housing and humane care for all animals under its control pursuant to this contract;
- g) Provide sufficient, competent and trained staff to assume the responsibilities of this contract;
- h) Adopt out stray or unclaimed animals with instruction to obtain animal licenses as required by City law;
- i) Provide reports to the City regarding shelter activities including the 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;
- j) Maintain the name and address of every person whom an animal is released and provide same on request to the City;
- k) 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;
- l) Ensure that no dog or cat of appropriate age is adopted without proof of current rabies vaccination. For animals adopted below the veterinary-recommended age for rabies vaccination, it shall be the adopter's responsibility to obtain the vaccination once the animal reaches the appropriate age;
- m) The Contractor shall not allow any owner to remove an impounded animal from the shelter without first obtaining 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;

- n) Provide electrical power in conformance with applicable electrical codes;
- o) Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by rodents;
- p) Large-scale TNR (Trap-Neuter-Return) events—accommodating up to 35 cats per event—may be requested by the City at a rate of \$500 per event. Scheduling is subject to the availability of veterinarians, facilities, and necessary supplies. These events will be coordinated with City officials and will proceed only with the explicit approval of the City Council or designated liaison. Each TNR event will include spay/neuter surgery, rabies vaccination, and ear tipping of feral cats, which will then be returned to their original colonies.
- q) Individual feral cats in need of altering can be trapped by city officials or property owners and neutered through a local veterinarian using the Contractor's individual TNR program. These cats will then be returned to their original colony.

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 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.** The City agrees to pay the Contractor a fixed price sum of \$250 per dog and \$150 per domestic cat impounded under the terms of this agreement.

- a) Impounded animals include those brought in by citizens as found or stray dogs within the city limits of the City;
- b) If an impounded animal is retrieved by its owner within the 144 hour stray hold period, the owner will be responsible for paying the standard release-to-owner fee directly to the Contractor, and the City will not be charged for that animal;
- c) At the end of the stray hold period the Contractor will issue a billing invoice by mail, and the City agrees to remit payment within 30 days of the invoice date.

d) The Contractor shall be responsible for all kennel service costs associated with animals that are brought to the facility. Kennel service costs include, but are not limited to, food, kennel cleaning supplies, veterinary supplies, veterinary care, and grooming.

e) In cases where animals are brought in by the City under the terms of this agreement, any costs exceeding the set per-animal fee outlined in this section shall be the responsibility of the Contractor, unless otherwise specified in writing.

f) This provision does not apply to animals being held pending investigation as dangerous or potentially dangerous dogs (Section 4d) or animal quarantine (section 4f).

4. Intake Procedures.

a) Prior to bringing an animal to the facility, contact with a Contractor representative is required.

(1) During business hours (refer to Attachment A), please contact staff to make necessary arrangements.

(2) After business hours, refer to the Emergency Contact List in Attachment A and call the appropriate contact listed.

5. Shelter Procedures.

a) Licensed Stray Animals. The Contractor shall obtain the owner's information and make reasonable efforts to notify the owner that the animal is at the shelter, using personal contact, telephone, email or mail.

If the owner is notified by telephone, the details of the notice—including the time of the call and the name of the person contacted—shall be recorded on the release form. Animals shall be held for a maximum of 144 hours, including weekends but excluding major holidays, following their apprehension. After this holding period, the Contractor may, at its sole discretion, retain the animal.

a) Unlicensed Stray Animals. Animals shall be held for a maximum of 72 hours, including weekends but excluding major holidays, following their apprehension. After this period, the Contractor may, at its sole discretion, retain the animal.

b) 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

c) 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.

d) Dangerous and Aggressive Animals. If a dangerous or potentially dangerous dog is confiscated in accordance with RCW 16.08.100, the City shall serve notice to the dog's owner advising them of the confiscation. The owner shall have 20 days to remedy the identified deficiencies. After this 20-day period, the dog may be disposed of in an expeditious and humane manner, unless otherwise directed by the City or other legal court proceedings. The legal owner shall be responsible for all daily boarding fees incurred during the impoundment period. If the animal is legally deemed dangerous at the conclusion of the investigation, it shall either be returned to the legal owner or euthanized, in accordance with the procedures outlined in this contract.

1. Dogs deemed dangerous or potentially dangerous (as defined by RCW 16.08.070) will not be accepted by the contractor.

2. Animals who are unable to be handled or show dangerous aggressive tendencies will not be accepted by the contractor.

e) Animal Redemption. Impounded animals shall be released to owners or custodians only upon proof of ownership, current license and payment of applicable fees.

f) Animal Quarantine. Animals that have bitten people, or are suspected of having bitten people, shall be held under quarantine as specified by the Whitman County Health Department for observation. The animal's owner shall be responsible for payment of the quarantine fees.

g) 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 an on-going proof of staff training and certification efforts as may be requested.

h) Sterilization. Contractor agrees to actively pursue a one-hundred percent (100%) effective spay/ neuter rate.

i) Fee Waiver. The Contractor agrees to release any animal without payment of impound fees and other charges when ordered in writing by the Chief of Police.

j) Animal Retention. Following the maximum retention period, the Contractor may retain such animals in its sole discretion

l) Feral cats. Feral cats will not be accepted by the Contractor.

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 the 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 June 1, 2025 and end on December 31, 2026. 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. days the office and shelter facility will be closed for holidays.

6. **INDEPENDENT ACTIVITIES AND RETENTION OF ADOPTION FEES.** The Contractor may engage in other animal welfare activities not consistent 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 THE PUBLIC.** Contractor and City shall employ good public relations techniques and shall treat the public courteously in discharging services pursuant to this Agreement.

8. **LIAISON OFFICERS.** The below mentioned by 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 Shelter Director shall act as the Contractor's liaison with the City.

Palouse Officials

Tim Sievers, Mayor

Joel Anderson, Officer in Charge

9. **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 coverages:

A. Worker's compensation Insurance to the statutory limits of and Employer's Liability Insurance in the amount \$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 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 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.

10. **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 breed, color, size, sex, disposition, where and how the animal was obtained and the animal's owner;
- B. All the citizen complaints regarding animals (such complaints shall be referred to the Palouse Law Enforcement or Whitman County Sheriff's Office as soon as possible);
- C. All dangerous or potentially dangerous animals and dog bite incidents received by the 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.

11. REPORTS. The Contractor shall provide the City, upon request, with a performance report that includes the following:

- A. The date the 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 submission of the report, the Contractor shall be available to discuss the report with the City Supervisor, Mayor and City Council.

12. FINANCIAL RECORDS AND AUDITS. The Contractor shall maintain complete and accurate records concerning the revenues derived by the Contractor from impound, administrative, boarding, reclaim and adoption fees. The records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. 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 business hours on regular business hours or regular business days.

13. CONFIDENTIALITY. The Contractor, to the extent allowed by law, will keep all information it receives concerning complaints, names, addresses and phone numbers of complainants and witnesses, and the names, addresses and phone numbers of license holders confidential. The Contractor will, to the greatest extent possible, protect an individual's right to 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 or consent for medical

treatment.

14. **CONDITIONAL RELEASE.** 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 the 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 the conditional lease. The determination default will be made by the City whose determination shall be final for the purpose of this section.

15. **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.

16. **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.

17. **AMENDMENTS.** This contract may be amended at any time by mutual written agreement between the parties.

18. **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.

19. **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.

20. **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.

21. **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 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 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.

21. **ASSIGNABILITY.** This contract may not be assigned to another without prior approval of the City Council at a public meeting.

22. **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.

23. **NOWAIVER.** 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.

22. **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 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 8/26/2025
CITY OF Palouse



Mayor

DATED _____
CONTRACTOR WHITMAN COUNTY
HUMANE SOCIETY

Board of Directors President

ATTEST:

Acting Finance Director

ATTEST:

Title/ Name

Approved as to Form:

City Attorney

Attachment A

WCHS Schedule and Hours of Operation

Open to the Public:

Monday	1:00 PM – 5:00 PM
Tuesday	1:00 PM – 5:00 PM
Wednesday	1:00 PM – 5:00 PM
Thursday	Closed
Friday	Closed
Saturday	12:00 PM – 5:00 PM
Sunday	12:00 PM – 5:00 PM

* Staff are onsite from 8:00 AM to 12:00 PM, and 1:00 PM to 5:00 PM Saturday-Wednesday for stray drop offs and to care for the animals. Availability may vary on Thursday and Friday.

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 (usually February of every year)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' 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.

General Contacts:

Phone: (509) 332-3422

Email: staff@whitmanpets.org

Emergency Contacts for WCHS:

Director (pending)

Lori Jordan (509) 432-5375

Amy Pilloud (425) 231-3107 // (509) 332-9857