

**AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN THE CITY OF LONGVIEW, WASHINGTON
AND
HUMANE SOCIETY OF COWLITZ COUNTY**

THIS AGREEMENT is made and entered into by and between **CITY OF LONGVIEW**, a municipal corporation of the State of Washington, (hereinafter referred to as "City") and the **HUMANE SOCIETY OF COWLITZ COUNTY**, a Washington non-profit corporation, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City of Longview has declared it necessary to and has established regulations and procedures for animal control within city limits as set forth in Longview Municipal Code Chapter 6.06, and any applicable laws of the State of Washington; and

WHEREAS, the City of Longview has authority to appoint an Animal Control Contractor to enforce the animal control laws of the City State and to provide for the shelter and welfare of animals; and

WHEREAS, LMC 6.04.020 authorizes the designated Animal Control Contractor and its agents to have full authority to administer and enforce LMC 6.06, or any other city ordinance, state law or regulation pertaining to animal control, the prevention of cruelty to animals, and other similar matters related to animals; and

WHEREAS, the **HUMANE SOCIETY OF COWLITZ COUNTY** desires appointment as the Animal Control Contractor for the City of Longview, and the Longview City Council desires to make such appointment and Agreement for services as described herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Animal Control Agency. Contractor is hereby designated as the City's Animal Control Agency and all of Contractor's officers, agents, and employees are designated animal control officers of the City with all powers and duties as prescribed by LMC 6.06, except as herein modified. Contractor agrees to qualify and remain qualified to diligently perform all animal control services within the City limits in accordance with this Agreement, and with LMC 6.06, or any other city ordinance, state law or regulation pertaining to animal control, the prevention of cruelty to animals and other similar matters related to animals.

Only those members or employees of Contractor who have qualified in accordance with RCW 16.52.015 and/or RCW 16.52.025 may carry out or enforce the provisions of RCW Chapter 16.52 and LMC 6.06.

Contractor agrees to employ enforcement officers to be suitably uniformed to present a clean, respectable image to the public. Said officers shall be trained and commissioned as

enforcement officers so as to enable them to enforce the terms of this Agreement. Training shall include, but not be limited to, the issuance of citations, investigations, report preparation, court proceedings, and methods of animal control and handling.

Contractor shall provide and maintain a sufficient number of patrol vehicles to carry out the terms of this Agreement. Said vehicles shall be conspicuously marked and identified, equipped with communication equipment and arranged in such a manner as to provide humane treatment for the animals transported.

The word “animal” or “animals” as used in this Agreement shall mean all domestic animals and wild animals which have been tamed or kept in captivity. It shall not pertain to undomesticated wild or predatory animals or birds except in the case of injury to, suffering and/or death of such animals or birds.

2. Scope of Services. Contractor's obligations hereunder are those set forth in the attached specifications, which are incorporated herein by this reference. Contractor agrees to perform such obligations fully. The services of Contractor shall be available to the City and to the general public. Contractor shall provide personnel for the performance of Contractor's duties to be available, at a minimum, Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m., excluding legal holidays.

Contractor shall pay all expenses and costs necessary for the proper implementation of the duties assumed under this Agreement.

The Finance and Utilities Office shall administer this Agreement on behalf of the City, and the Contractor shall perform the required services to the satisfaction of the City Manager or his/her designee. Determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

3. Term. The initial term of this Agreement shall be January 1st, 2019 through December 31st, 2021 unless earlier terminated. Either party may terminate this Agreement at any time by giving ninety (90) days' written notice to the other, in which case the amount payable by City under Section 4 shall be pro-rated accordingly.

4. Compensation. In consideration of Contractor's performance of its obligations, City shall pay Contractor as follows:

The sum of \$312,030 for the period of January 1, 2019 – December 31st 2019 billed in four equal quarterly installments.

The sum of \$327,630 for the period of January 1, 2020 – December 31st 2020 billed in four equal quarterly installments.

The sum of \$344,010 for the period of January 1, 2021 – December 31st 2021 billed in four equal quarterly installments.

The above sums shall be paid upon the receipts of invoices received from Contractor and in accordance with the City's regular billing and payment schedule.

Additional fees for Court-ordered impoundment. The City shall pay a rate of \$15.00 per day for each animal impounded and sheltered by Contractor in compliance with a court order in excess of three (3) days until the release of the court-ordered impoundment in order to recover expenses from extraordinary or lengthy impoundments arising from criminal cases. The excess fees will be invoiced to the City and paid quarterly.

5. Licensing and Impoundment Fees. Contractor shall be entitled to retain all revenues collected as a result of the issuance of City's animal licenses and assessment of impoundment/redemption fees in accordance with the City's master fee resolution as amended, and reimbursements received for the provision of applicable veterinary or medical services associated with impoundments.

6. Insurance.

(a) Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance or non-performance of the work required hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

(b) Contractor shall maintain the following types and limits of insurance:

1. Automobile Liability insurance shall be at least as broad as ISO form CA 00 01 covering all owned, non-owned, hired and leased vehicles. Automobile Liability insurance shall be written with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 equivalent to produce

completed operations aggregate limit.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

(c) The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(d) If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

(e) The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

(g) Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

(h) The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

7. Independent Contractor. The Contractor is an independent contractor of the City, and as such is not subject to the City's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of the City. The Contractor is solely responsible for its acts and for the acts of its officers, employees, agents, and sub-Contractors.

8. Indemnification.

(a) The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

(b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

(c) This paragraph shall survive the completion, expiration, and/or termination of this agreement.

9. Subcontracting and Assignments. The Contractor shall not subcontract any portion of the required services without the City's prior written consent. The Contractor likewise shall not assign all or any portion of this agreement without the City's prior written consent. Any purported assignment without this consent shall be void. Any consent granted by the City under this paragraph may be subject to such conditions, as the City deems appropriate.

10. Compliance with Laws. Throughout the duration of this agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders. Contractor shall maintain Workers' Compensation insurance in accord with statutory requirements with respect to all personnel performing services hereunder.

11. Entire Agreement. This written agreement, together with attachments or addenda, constitutes the parties' entire and integrated agreement and supersedes all prior negotiations, representations or agreements, either written or oral.

12. Captions. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

13. Amendments. No provision of this agreement may be amended or modified except by a further written document signed by the City and the Contractor.

14. Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

15. Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the

following individual or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Contractor	Humane Society of Cowlitz County Attention Charmaine Nawrocki, Executive Director P.O. Box 172 Longview, WA 98632
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If to Cowlitz County:	City of Longview Kurt Sacha, City Manager P.O. Box 128 Longview, WA 98632
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16. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

CITY OF LONGVIEW

HUMANE SOCIETY

Kurt Sacha, City Manager

Charmaine Nawrocki, Executive
Director

Date

Date

EXHIBIT A
SPECIFICATIONS FOR ANIMAL CONTROL

1. Vigorously and impartially enforce the provisions of RCW Chapters 16.04, 16.52, 16.54 and LMC Chapters 6.06 as now enacted or as hereafter amended, and other applicable laws and regulations pertaining to the prevention of cruelty to animals and otherwise fulfill and perform the functions and obligations of the Animal Control Contractor under LMC Chapter 6.06.
2. Issue citations for appearance in Longview Municipal Court for violations of City animal control ordinances.
3. Assist public safety and nuisance abatement officers whenever animal problems are encountered in the discharge of their duties.
3. Apprehend and impound stray and/or injured animals within City limits, including those found on City streets and rights-of-way, or make such other disposition of said animals as deemed necessary under the prevailing circumstances. Contractor shall pick up and dispose of carcasses of animals killed on City streets and rights-of-way during regular working hours and at such other reasonable times as may be necessary under the prevailing circumstances.
4. Receive at the Shelter quarantine animals as ordered by the City or Court; dispose of such animals as deemed necessary under the circumstances.
4. Furnish and maintain a humane and sanitary shelter for the impoundment of all animals. Such shelter shall, at a minimum, be open from 9:00 a.m. to 5:00 p.m., Monday through Friday. Contractor shall at all times keep its facilities in good condition and repair.
5. Provide facilities or referral services for large or exotic animals; such facilities shall be capable of insuring the safe and humane impoundment of these animals.
6. Have access to the services of a licensed veterinarian during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday; provide referral services at all other times.
7. Humanely euthanize and dispose of any impounded sick or injured animal following the recommendation of a licensed veterinarian.
8. Euthanization and disposal of animals shall be accomplished in a manner approved by the Humane Society of the United States or the American Veterinarian Medical Association and in a manner that will not subject the animal to any unnecessary pain. Contractor shall be responsible for the lawful disposal of animal carcasses resulting from the performance of its duties. Disposal shall not include the sale or transfer of animals for scientific, medical, industrial or other research.
9. Provide an emergency on-call service to respond to injured animals twenty-four

(24) hours per day. Respond to such calls in a prompt and appropriate manner.

10. Allow the City, at reasonable times, to inspect the premises, facilities, and equipment used in providing the services required by the parties' agreement.

11. Maintain complete and accurate records, in a manner acceptable to the City, concerning the following:

(a) revenues and expenditures incurred in the performance of services described herein, dates of service, addresses and/or locations responded to. Such records shall be provided to the City not less than quarterly on or before January 31st, April 30th, July 31st, and October 31st. Such records shall be the property of the City, and shall be subject to inspection, review or audit. Such inspection, review or audit may be accomplished by City personnel or others duly authorized by either party, including officials of the Office of the State Auditor.

(b) Maintain complete records of all animals handled and provided to the City as requested. At a minimum, these records shall contain:

- (1) Type of animal, its sex, and how disposed of,
- (2) Where and how the animal was obtained,
- (3) When the animal was obtained,
- (4) Any additional information that may be required by the City.

(c) A record of all citations and impoundments.

(d) A record of all dog licenses, pet registrations and their accompanying applications and any supporting certifications and statements shall be kept by the city's contractor.

(e) All records shall be the property of the City and shall be maintained by the contractor for a period of three years. Such records shall be available upon request of the City and shall be subject to inspection, review or audit. Such inspection, review, or audit may be accomplished by City personnel or others duly authorized by either party, including officials of the Office of the State Auditor.

12. The City shall further have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City Manager or his/her designee. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection of facilities by City agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

13. Issue animal licenses and licensing renewal notices and assess applicable impoundment fees and charges in accordance with the City's ordinances, regulations, and master fee resolution as amended. Provide a convenient location(s) within the City where residents can obtain animal licenses.

14. No less than every two years, the Contractor shall arrange for an independent audit of its facilities and procedures, to ensure that Contractor is operating within the most current Guidelines for Standards of Care in Animal Shelters, as provided by the Association of Shelter Veterinarians. A copy of such audit report shall be provided to the City.