

4458  
1-3-11  
JHC  
11-002

**CITY OF WOODINVILLE  
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Woodinville, Washington, a municipal corporation hereinafter referred to as the "CITY," and the Progressive Animal Welfare Society, Inc., hereinafter referred to as the "PAWS."

WHEREAS, the City desires to retain the services of a vendor for Animal Shelter services, and

WHEREAS, the City has established by ordinance regulations regarding animals within the City limits and has named the King County Animal Control Department as the animal control authority within the City; and

WHEREAS, the City has selected PAWS to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

**1. Scope of Services to be Performed by PAWS.**

PAWS shall perform the services outlined in Exhibit A. In performing these services, PAWS shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

**2. Compensation.**

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$50,000 for the term of the agreement, including all fees and those reimbursable expenses listed in Exhibit A.
- B. Payments will be processed within 30 (thirty) days from receipt of billing voucher. PAWS shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. PAWS shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17301 133rd Ave NE, Woodinville, Washington 98072.

**3. Term.**

- A. The term of this Agreement shall commence at midnight on the 31<sup>st</sup> day of December 2010 and end at midnight on the 31<sup>st</sup> day of December, 2012. However, if the maximum compensation amount of this contract is reached prior to the end of the contract term and the contract is not amended to provide for a greater maximum compensation amount, PAWS shall have no obligations for the remainder of the contract term. This Agreement may be extended for future calendar terms or such other terms as the Parties may deem appropriate upon the approval of the Parties. If rate increases are anticipated by either party prior to renewal, that party shall notify the other party of the expected rate changes no later than 90 days before the desired rate change. PAWS agrees however to notify the City when it is within \$1,000 of the maximum compensation amount of this contract so that the City has the time to amend the contract if so desired.

**4. Termination.**

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving sixty (60) days notice to PAWS in writing. In the event of such termination or

suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by PAWS pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, PAWS shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due PAWS. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. PAWS reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If, upon written notice from PAWS that PAWS is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.
- E. PAWS shall notify the City of any changes to rates specified in this contract no later than ninety (90) days before the rate change shall take effect.

**5. Management of Documents.**

- A. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- B. PAWS shall preserve the confidentiality of all City documents and data accessed for use in PAWS' work product.
- C. PAWS agrees to provide the City with all Woodinville-related documents responsive to public records requests received by the City.

**6. Independent Contractor Relationship.**

- A. PAWS is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between PAWS and the City during the period of the services shall be that of an independent contractor, not employee. PAWS, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, PAWS shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and PAWS shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by PAWS is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PAWS or any employee of PAWS.

**7. Hold Harmless.**

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

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

**8. Insurance.**

PAWS shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PAWS' insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of PAWS' insurance (except for professional liability insurance); and 2) PAWS' insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves PAWS use of motor vehicles.

**9. Delays.**

PAWS is not responsible for delays caused by factors beyond PAWS' reasonable control. When such delays beyond PAWS' reasonable control occur, the City agrees PAWS is not responsible for damages, nor shall PAWS be deemed to be in default of the Agreement.

**10. Successors and Assigns.**

Neither the City nor PAWS shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

**11. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual preference or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, or any other status protected under federal or state law. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age [except minimum age] and retirement provisions, marital status, sexual preference, or in the presence of any sensory, mental or physical handicap, or any other status protected under federal or state law.

**12. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as may be modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City of Woodinville:

PAWS:

City Manager  
City of Woodinville  
17301 133rd Ave NE  
Woodinville, WA 98072  
(425) 489-2700

Director of Companion Animal Services  
Progressive Animal Welfare Society, Inc.  
PO Box 1037  
Lynnwood, WA 98046  
(425) 412-4029

**13. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Prior to filing any suit, parties shall submit disputes arising out of any alleged breach of this Agreement to non-binding mediation, with a mediator acceptable to both parties. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court or King County District Court.

**14. General Administration and Management.**

The City's contract manager shall be the City Manager or his/her designee.

**15. Severability.**

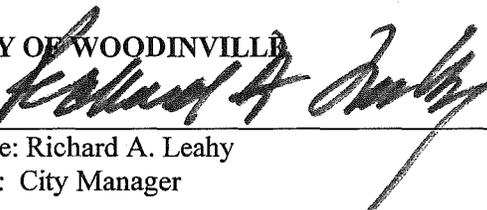
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and PAWS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**16. Entire Agreement.**

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by:

CITY OF WOODINVILLE

By:   
Name: Richard A. Leahy  
Title: City Manager

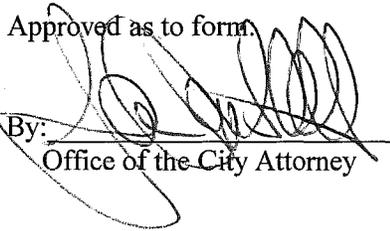
Date: 1-3-11

PAWS

By:   
Name: Annette Laico  
Title: Executive Director

Date: 12/21/10

Approved as to form:

By:   
Office of the City Attorney

Attest/Authenticated:

By:   
City Clerk

Attachments: Exhibits A, W-9 (Request for Taxpayer Identification Number and Certification)

## EXHIBIT A

### SCOPE OF WORK

#### 1. Services Provided

PAWS shall independently provide the following services to the City:

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction).
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively, "Manager" or "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner can not be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Woodinville Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, City ordinances, and promptly provide subsequent amendments affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official or King County Animal Control Officer acting on behalf of the City of Woodinville, and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal, including the intake fee charged to the City upon acceptance of an animal pursuant to Section 2 of this Scope of Work. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
- E. PAWS will hold unlicensed stray dogs and cats for a period of seventy two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively identified by King County Animal Control Officers acting on behalf of the City of Woodinville or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that their licensed dog or cat has been impounded,

unless notification has already been done by a City official or a King County Animal Control Officer acting on behalf of the City of Woodinville, and PAWS has been provided evidence of such notification. Such notice may be based on information provided by the City in accordance with the City's Animal Control policies and procedures. PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D of this Scope of Work.

- F. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW 16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not redeemed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and redeemed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Manager shall have the authority to make such determinations.

## **2. Compensation**

In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$160.00 for each animal brought to PAWS from the City's jurisdiction, not to exceed a total of \$50,000 for the term of this agreement, provided that no fee will be charged to the City for animals that are brought to PAWS by City officials or King County Animal Control Officers acting on behalf of the City of Woodinville, and released to their owners prior to applicable holding period expiring pursuant to Section 1.E of this Scope of Work. This includes licensed or unlicensed stray animals found within the City limits of Woodinville and brought to PAWS by a King County Animal Control Officer acting on behalf of the City of Woodinville.

PAWS may also charge the City a per day fee of Twelve Dollars (\$12.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.e. of this Scope of Work. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

The above mentioned payment shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of this Scope of Work. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Records shall include at a minimum the number of animals received, number euthanized, the number adopted, the number returned to the owner, name and address of individuals, other than those acting on behalf of the City in an official capacity, who surrender an animal to PAWS; and other information as agreed to by the City and PAWS. Said records shall be maintained for a period of at least three (3) years after completion of this Agreement by PAWS.

### **3. Work and Facility Inspection**

The City reserves the right, upon reasonable notice, to inspect, review and approve the work and facilities of PAWS to assure that it has been completed as specified, prior to payment.

### **4. Representations**

PAWS represents and warrants that it has the requisite training, skill and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

### **5. Property and Confidential Information**

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure unless:

- The information is in the public domain at the time of disclosure by PAWS;
- The information is also received by PAWS from a third party who does not have an obligation to keep the same confidential; or
- The information is subject to court order or lawfully issued subpoena.