

THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY AGREEMENT FOR SHELTER AND RELATED SERVICES

The parties to this contract are the **CITY OF TACOMA**, a political subdivision of the state of Washington, hereinafter referred to as the "City of Tacoma," and **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 the "Society." The terms of this contract shall cover the period from January 1, ~~2019~~2021, through December 31, ~~2020~~2022. In consideration of the mutual benefits derived, the parties agree as follows:

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 City of Tacoma 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. Chickens and roosters will be accepted in limited quantities (no more than 2 at the shelter at one time) for a maximum of 3 days after which they will be removed by City of Tacoma Animal Control Officers. 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. Impounded animals, awaiting disposition by the courts or held as directed by Animal Control will be held for a maximum of 3 days without additional charge. After 3 days, board will be charged to City of Tacoma at the rate of ~~\$25~~\$26.50 per day in 2021 and \$27.30 per day in 2022.

(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 City of Tacoma 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 City of Tacoma or the City of Fircrest. 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 Humane Society shall maintain complete and adequate records of all licenses issued and shall provide a timely report to the City of Tacoma listing the name and address of the licensee and a description of the animal licensed. 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 City of Tacoma animal control officers and other City of Tacoma staff to the Society shelter and its admissions policies, practices and other Society operations as appropriate.

(5) To maintain complete records of animals received and animals disposed of on behalf of the City of Tacoma and other entities with whom the City of Tacoma has contracted. The Society agrees to promptly make its records of investigations available for the City of Tacoma's inspection at reasonable times, and to furnish reports of the Society's activities to Tacoma, and to provide, within reason, such other data as the City of Tacoma requests and as may be inspected or requested by other entities with whom the City of Tacoma has contracted. This means the Society at such times and in such form as the City of Tacoma may require, shall furnish the City of Tacoma with periodic reports pertaining to the work and services undertaken pursuant to this Contract. The Society will make available to the City of Tacoma 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 City of Tacoma and to make its employees available for interviews conducted in the furtherance of such investigations.

(6) To provide access to computers for the City of Tacoma for Animal Control Officers to enter data into the database software for animals picked up by City of Tacoma Animal Control Officers.

(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 the City of Tacoma 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 City of Tacoma. Cruelty cases involving ~~larger than~~ 3 to 6 animals would require advance notification in order to perform this service. Cases larger than 6 animals or animals needing detailed history and/or physical exams would need to be performed by an outside veterinarian of the City of Tacoma's choice.

(8) To procure and maintain comprehensive general liability insurance, and professional liability insurance with limits not less than \$1,000,000.00 (\$1,000,000.00 bodily and personal injury and property damage insurance). The City of Tacoma is to be named as an additional insured as respects this contract and such insurance as is carried by the Society is primary over any insurance carried by the City of Tacoma. In the event of a nonrenewal, cancellation, or material change in the coverage provided, 30 days' written notice will be furnished to the City of Tacoma prior to the date of nonrenewal, cancellation, or change. Such notice shall be sent to the City of Tacoma, City Manager's office, at 747 Market Street, Room 1200, Tacoma, WA 98402. The City

of Tacoma has no obligation to report occurrences unless a claim is filed with the City of Tacoma, and the City of Tacoma has no obligations to pay premiums on such insurance.

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

(10) The Society agrees to hold harmless, indemnify and defend the City of Tacoma and its officers, officials and employees from any claim, liability, lawsuit or legal judgment arising from or out of the negligent or tortuous actions or inactions of the Humane Society in its performance of the activities and services set forth herein in this agreement to be performed by the Society. The Agreement to indemnify, defend and hold harmless the City of Tacoma by the Society shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the sole negligence of the City of Tacoma.

(11) The Society agrees to comply with Title 16 RCW and Title 17 of the Tacoma Municipal Code. The Society will not release any animal except in full compliance with the municipal code.

(12) Non-discrimination. The Society agrees to take all steps necessary to comply with all federal, state and City of Tacoma laws and policies regarding nondiscrimination and equal employment opportunities. The Society shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age marital status, familial status, or the presence of any sensory, mental or physical handicap.

THE CITY OF TACOMA AGREES:

(1) To pay to the Society a total of approximately \$~~485,000 for 2019~~612,462 for 2021. The contract price for year ~~2020-2022~~ will increase ~~39.5%~~ to \$~~499,550~~670,646 to reflect the expected increases in the Society's costs. The contracted amount will be paid monthly as 1/12th of the annual contract costs, or \$~~40,416.67~~51,038.50 per month in ~~2019-2021~~ and \$~~41,629.16~~55,887 per month in ~~2020~~2022.

Monthly payments are due on or before the 10th of each month, with the final payment due by January 10, ~~2020~~2022. Any payment in full over 60 days late may cause a suspension of service and will automatically be charged a 1% penalty.

(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 since the Society has factored retention of such fees into the cost of the contract.

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

(4) Until the Humane Society accepts the animal, the City of Tacoma is responsible for all after-hours emergency care of any animal that it impounds. The City of Tacoma will be responsible for payment of care for impounded animals taken by the City of Tacoma after hours to veterinary clinics by its Animal Control officers. During hours that the Shelter is open, the Society normally has a veterinarian available to provide veterinary care; however, in the event that the Humane Society does not have a veterinarian available to provide veterinary care at the Shelter, any animals needing such care during such times shall be the responsibility of the City of Tacoma. The Society shall immediately inform Tacoma Animal Care & Control when the Society does not have a veterinarian available to provide veterinary care at the Shelter and the expected duration. The City of Tacoma is responsible for transporting the animal from any veterinary clinic to the Humane Society once the animal is stabilized.

(5) In the event of an animal needing emergency treatment Animal Control Officers will take the animal to an emergency veterinary clinic as the Society does not have emergency veterinary or intensive care (ICU) facilities and cannot monitor animals overnight. The lives of animals needing emergency treatment will be jeopardized if they are brought to the Society and they then need to be transported to an emergency veterinary clinic.

Examples of an animal needing emergency treatment include the following:

- Significant blood loss from a wound or coming from any orifice
- Animal unable to stand because of trauma, pain or other causes.
- Animal unable to breathe/choking uncontrollably.
- Obvious eye injuries indicated by blood, discharge or swelling around the eye
- Animal obviously crashing with vital signs fading

(6) The City of Tacoma animal control officers will not bring **known** feral cats to the Society unless they can be neutered and returned to field. It is accepted that stray cats frequently cannot be identified as true strays or feral cats and **this clause only relates to known feral cats and/or members of feral cat colonies**. On the same principle the Society cannot accept feral cat colonies that cannot be returned to field following spay/neuter surgery as the only options would be euthanasia and it would therefore be more humane to leave the feral cats where they are.

(57) The City of Tacoma animal control officers will completely and accurately perform the data input required for shelter admission as well as scan each animal for microchips. During shelter business hours, the Society employees will administer vaccines. After shelter business hours, officers must administer vaccines provided by the Society to animals dropped off at the shelter as required by shelter admissions policy, with the exception of when Tacoma animal control officers have an emergency situation or the animal's behavior is dangerous, provided the officer notes the exception in the medical notes. In these circumstances every attempt will be made to leave these animals in night hold and ensure they do not enter the general population. The Society

will provide the necessary training for the vaccinations and computer intake requirements.

(68) To hold the Society harmless from any damages or attorneys' fees or costs incurred by the Society, as a result of litigation which (a) names the Society and (b) involves a City of Tacoma ordinance that is declared illegal or unenforceable and upon which the Society relied in the performance of its obligations under this agreement.

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

(1) All persons employed by the Society to perform its obligations under this contract shall be employees of the Society and not of the City of Tacoma with the proviso that the Society may from time to time have to use contract veterinarians.

(2) Either party can terminate this contract 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 2024-2023/2022-2024 contract by June-August 1, 2020-2022, and to gather and provide to each other all pertinent data reasonably necessary to meaningfully negotiate.

(3) Modification. This instrument constitutes the entire Agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of the agreement, the party shall provide 90 days' notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.

(4) Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

Notice to Tacoma shall be sent to:

*For animal control issues:
Shawn Stringer, Tacoma Animal Care and Control
3701 South Pine Street
Tacoma, WA 98409*

For licensing or payment issues:

Finance Department Tax & License Division;
Danielle Larson
~~733-747~~ Market Street Room 212;
Tacoma, WA, 98402

Notice to the Society shall be sent to:

Stuart Earley, CEO
2608 Center Street
Tacoma, WA 98409

(5) Litigation Costs and Fees. In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

(6) 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.

End of Agreement. Signature page immediately following.

DATED this ____ day of _____, 2018.

**THE HUMANE SOCIETY FOR
TACOMA AND PIERCE COUNTY**

Stuart Earley, CEO

CITY OF TACOMA

City Manager

Director

Risk Manager

Attest:

City Clerk

Approved as to form and legality:

Deputy City Attorney