

Contract No. \_\_\_\_\_  
Brief Description: Animal Sheltering

**CITY OF LAKE FOREST PARK  
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Lake Forest Park, 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

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, including all fees and those reimbursable expenses (if any) listed in Exhibit A.

B. The City shall pay PAWS for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. PAWS shall send billing vouchers electronically to Accounting Supervisor, [ap@ci.lake-forest-park.wa.us](mailto:ap@ci.lake-forest-park.wa.us). 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.

**3. Term.**

The term of this Agreement shall commence January 1<sup>st</sup>, 2022 and ends at midnight on the 31<sup>st</sup> day of December 2024.

**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

**7. Hold Harmless.**

PAWS shall indemnify, defend, and hold harmless the City, its officers, agents and employees and volunteers, from and against any and all claims, injuries, damages, losses, suits, or liability, including attorney 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. It is further specifically and expressly understood that the indemnification provided herein constitutes PAWS 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. The provisions of this section shall survive the expiration or termination of this Agreement.

The City shall indemnify, defend, and hold harmless the PAWS, its officers, agents and employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of PAWS. It is further specifically and expressly understood that the indemnification provided herein constitutes the City'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. The provisions of this section shall survive the expiration or termination of this Agreement.

**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 the Agreement 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 per occurrence and at least \$2,000,000 in the annual aggregate. The City shall be named as an additional insured on this policy. PAWS 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. Provided, however, PAWS retains the right to utilize assigned agents to provide animal care through established programs, such as Foster Care or its Placement Partner Program. No delegation or subcontracting of performance of any services, with or without the City's prior written consent, shall relieve PAWS of responsibility to perform services in accordance with this Agreement. PAWS shall be fully responsible for the performance, acts, and omissions of PAWS employees, and any other person who performs or furnishes any services in furtherment of this Agreement.

**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, gender identity 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, gender identity 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, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**City of Lake Forest Park:**

City Administrator  
City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA  
98155  
206-368-5440

**PAWS:**

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. Any dispute arising out of any alleged breach of this Agreement shall first be submitted to non-binding mediation for resolution. If the dispute is not resolved in mediation,

the dispute shall be subject to mandatory and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Venue of any such proceeding shall be in King County, Washington.

**14. General Administration and Management.**

The City's contract manager shall be Phillip Hill, City Administrator, or his 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.

**17. Counterpart Signatures.**

This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

This Agreement is entered into by the parties on the last date signed below.

**CITY OF LAKE FOREST PARK**

**PAWS**

By:

By:

Name: Jeff Johnson  
Title: Mayor

Name: Heidi Wills Yamada  
Title: Chief Executive Officer

Date: 12/9/2021

Date: 12/16/21

Attest:

By: Evelyn Jahed  
Evelyn Jahed  
City Clerk

Approved as to form:

By: Kim Adams Pratt  
for Kim Adams Pratt  
City Attorney

Attachments: Exhibits A, B, 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). PAWS, at its discretion, may decline to provide disposal services for residents of the City when the deceased animal in question is owned by the resident or his/her immediate family, and/or has been euthanized by a private veterinarian.
- 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 cannot 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 Lake Forest Park 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, and City ordinances upon execution and the agreement and, at least thirty (30) days prior to the effective date thereof, copies of any amendments affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official or a Lake Forest Park Animal Control Officer 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. 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 a Lake Forest Park Animal Control Officer or City Official, 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 Lake Forest Park Animal Control Officer, 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. Attempts of notification shall be made by telephone and/or US Mail using information on the pet's licensing record, if available, or as otherwise provided by the City. 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. Persons adopting animals brought to PAWS and otherwise subject to the provisions of this Agreement will be solely responsible for paying any and all reasonable fees and cost charged by PAWS for its care and sheltering of the animal, in addition to applicable licensing fees, microchipping charges or other fees that PAWS, in its discretion, may charge.
- 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. The Manager can decline an owned animal that needs to be placed on "bite quarantine" if the City's Animal Control Officer approves that the animal can remain at the owner's house or be housed at another boarding facility or veterinary clinic at the owner's sole expense.

## **2. Compensation**

In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$220.00 for each animal brought to PAWS from the City's jurisdiction for the year 2022. For the years 2023-2024, the intake fee rate will be increased by the June 2022 to June 2023 Seattle-Bellevue-Tacoma CPI-u or 3%, whichever is less. The intake fee dollar amount will be rounded up to the nearest dollar.

For animals that are brought to PAWS by City officials or Lake Forest Park Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.E. of the Scope of Work, PAWS will attempt to recover the intake fee from the animal's

owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Lake Forest Park and brought to PAWS by a City Official or a Lake Forest Park Animal Control Officer.

PAWS may also charge the City a per day fee of Twenty Dollars (\$20.00) 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 payments 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. 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.

### **6. Collaboration**

The City and PAWS will collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs. The City will continue to support the community's movement to a safer and more humane environment by participating with PAWS as follows:

- a) The City will continue to ensure that information on lost/found pets and licensing information is presented on the City website including appropriate links to PAWS and animal control providers.



b) The City will work with PAWS to be visible in the community through appropriate and available city events and educational information. Examples of the type of events that offer collaborative opportunities follow:

Example: The City will sponsor an annual “license and microchip day” event. PAWS will be responsible for performing the microchipping of cats and dogs on this day at their shelter facility under the supervision of a licensed veterinarian. The City will bear the costs of the microchips for City residents at the approximate cost of five dollars (\$5) each. The City will promote the event encouraging pet owners to get their pet licensed and microchipped on the same day.

Example: The City will sponsor an annual low-cost “spay and neuter” day at PAWS which focuses on the prevention of litters and reduces free-roaming cat populations. As a sponsor of this event the City promote the event encouraging low-income pet owners to get their pet spayed/neutered and benefit from the lower priced licenses (it is ½ the fee compared to the licenses for unaltered pets).