



Administrative & Community Services  
525 N Third Avenue  
Pasco, WA 99301  
Phone 509.545.5757  
Fax 509.545.5758

**REQUEST FOR PROPOSAL**  
**Animal Control and Sheltering Services for the Cities of**  
**Kennewick, Pasco and Richland**  
**(A.K.A., The Animal Control Authority of the Cities of**  
**Kennewick, Pasco, & Richland)**

**RESPONSE DUE: October 10<sup>th</sup>, 2020 at 2:00PM**

**September 2020**

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## 1 INFORMATION AND INSTRUCTIONS

### 1.1 INVITATION TO PROPOSE

The City of Pasco, Washington, (City) is requesting proposals from qualified persons, agencies, entities and/or organizations (hereinafter referred to as "Contractor") to provide animal control and sheltering services for the Cities of Kennewick, Pasco and Richland acting as the Tri City Animal Control Authority. The City seeks animal control related services including, but not limited to, enforcement of the animal regulations within the Cities' Municipal code, the care and placement of impounded animals for areas within Benton and Franklin Counties, including but not limited to the cities of Kennewick, Pasco and Richland, and management of the Tri-City Animal Shelter facility.

The complete RFP may be obtained for no charge via the City website – <http://www.pasco-wa.gov/Bids.aspx>. It is the sole responsibility of the Firm to obtain any RFP updates or addenda from the City website.

The City of Pasco, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, national origin, or sex in consideration for an award.

The City reserves the right to reject any and all responses and to waive technicalities or irregularities, and after careful consideration of all submissions and factors involved make the award to best serve the interests of the City of Pasco. The City also reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort Firms have spent on their responses.

**City of Pasco, Washington**

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***Zach Ratkai – Administrative & Community Services Director***

## **1.2 INTENT OF THE CITY**

The City of Pasco, on behalf of the Animal Control Authority (ACA), for the Cities of Kennewick, Pasco and Richland, is soliciting and requesting proposals from qualified consultants to provide Animal Control and Sheltering Services. A more detailed statement of the services expected is provided in the Scope of Work section.

The selected Consultant is expected to work closely with the ACA.

This RFP is not a contractual offer, nor is it a commitment to purchase services. Contents of this RFP and the Firm's proposal will be used as the basis to determine final contractual obligations. It is understood that this RFP and the successful Firm's proposal may be attached or included by reference, in part or in whole, to any agreement regarding the services included in this RFP between the City and said Firm(s).

## **1.3 PROPOSAL**

Interested Firms are required to submit one a digital (electronic) copy of their proposal. Failure to provide the proposal in the appropriate manner will result in disqualification. Hard-copy or fax proposals are not permitted and will not be accepted. One electronic copy, including attachments, shall be transmitted to the City Clerks office and be no larger than 20mb in size. Receipt time of submittal will be considered the time-stamp of the incoming email created automatically by the City's email server. Consultants are encouraged to submit their proposal with adequate time for the email to be processed by the City's email server.

Email submissions to the City Clerk:

[cityclerk@pasco-wa.gov](mailto:cityclerk@pasco-wa.gov)

Subject line: REQUEST FOR PROPOSAL: ANIMAL CONTROL AND SHELTERING SERVICES

## **1.4 LATE PROPOSALS AND MODIFICATIONS**

Proposals and modifications thereof received after the stated time of closing may be returned unopened. The City is not responsible for late deliveries. Time of closing will be determined per the Pacific Time Clock at <http://www.time.gov/>.

## **1.5 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written request up to one (1) hour after the stated time of closing, as mentioned above. Determination of the one-hour grace period shall be calculated based on the same reference as identified in Section 1.4.

## **1.6 CONDITIONS AFFECTING THE WORK**

Before submitting a Proposal, each submitting Firm is advised to:

- A. Examine the RFP documents thoroughly.
- B. Familiarize himself/herself with federal, state, and local laws, ordinances, rules, and regulations that may – in any manner – affect the cost, progress, or performance of the work.
- C. Study and carefully correlate said Firm's observations with the RFP response.

Failure to do so will not relieve any Firm from any contractual obligations of the work described herein.

## **1.7 EXPLANATIONS FOR SUBMITTING FIRM**

There are Nineteen (19) pages in this RFP, including the cover sheet and table of contents; each is sequentially numbered in the bottom right corner of the page (Pages 1 through 11, and A-1 through A-8). It is the responsibility of the submitting Firm to ensure that all pages are included. If any pages are missing, the Firm should immediately

request a copy of the missing page(s) by emailing the request to the City Representatives listed in Section 1.8. Please write "**CITY OF PASCO – ANIMAL CONTROL AND SHELTERING RFP**" in the subject line. It is the responsibility of the Firm to procure missing pages; proposals based on incomplete information will not be granted exception for any faults deriving thereof.

Any explanation desired by a submitting Firm regarding the meaning or interpretation of the RFP, or any part thereof, must be requested in writing (via email) and directed to all City Representatives listed in Section 1.8, no less than 72 hours prior to the time that proposals are due. Any interpretation made will be in the form of an addendum to the RFP, issued by the City and will be posted to the City Website – <http://www.pasco-wa.gov/Bids.aspx> . It is the sole responsibility of the Firm to obtain any RFP updates or addenda.

## **1.8 CITY REPRESENTATIVES**

Samantha McCanse, Procurement Specialist  
City of Pasco – Finance Department  
PO Box 293  
525 N 3rd Avenue  
Pasco, WA 99301  
[mccanses@pasco-wa.gov](mailto:mccanses@pasco-wa.gov)

N. Zach Ratkai, ACS Director  
City of Pasco – ACS Department  
PO Box 293  
525 N 3rd Avenue  
Pasco, WA 99301  
[ratkaiz@pasco-wa.gov](mailto:ratkaiz@pasco-wa.gov)

## **1.9 FORM OF PROPOSALS**

To assist in the evaluation process, proposals shall conform to the following:

- 1) The proposal shall be limited to a maximum of 20 numbered pages (10 double-sided pages).
- 2) All pages will be counted towards the page total, except for the front cover, back cover, tab pages, resumes, references, and the cover letter. The cover letter shall be limited to a maximum of 1 double-sided page.
- 3) All pages shall be printed on 8½" x 11" size paper and shall be printed double-sided.
- 4) Font shall be "Arial" no smaller than "10 point". Use of an alternate font or a size smaller than 10-point will result in a 50% score reduction. The body of this RFP is written in "Arial 10-point" as example.
- 5) Margins on all edges should be a minimum of 0.75-inches.

## **1.10 BASIS FOR SELECTION**

### **A. General**

The selection will be based on demonstrated qualifications relating to applicable industry standards, training, licensing (if required), and credentials.

### **B. Selection Committee**

The Selection Committee will be made up of three (3) or more City selected individuals and may include the City Representatives listed in Section 1.8 of this RFP.

### **C. Ranking**

The Selection Committee will review the RFP Proposal and evaluate all responses received based on the criteria listed herein. The City intends to select the Firm who is evaluated as the highest ranking Firm. The City will then begin the award process based on the evaluated scores. Submittals will be scored based on Evaluation Criteria

from Section **4.1 PROPOSAL EVALUATION** of this RFP. The City reserves the right to make a selection based solely on the information contained in the written submittal.

The City further reserves the right to either interview selected Firm(s) or request additional information to help in determining the most qualified Firm. Should the City elect to conduct an interview for shortlisted candidates, interviews will be evaluated per criteria from Section **4.2 INTERVIEW CRITERIA** of this RFP. The City may make a selection based on any combination of written or interview evaluations. Selection of the committee shall be final. The selected Firm shall be notified in writing by the City, and no other method shall be considered to be an official notification of selection by the City.

The City reserves the right to reject any or all of the submittals. If the City elects to select one of the submitting Firms, the City will have the right to negotiate with said submitting Firm over the final terms and conditions of the contract in the best interest of the City. The primary objective of the negotiations is to maximize the City's ability to obtain the best value, based on the requirements and evaluations relating to this RFP. If an agreement cannot be reached, the negotiations will be terminated and similar negotiations will occur with the next-ranked submitting Firm.

### **1.11 PROFESSIONAL SERVICES AGREEMENT**

The successful Firm(s) will be required to sign the City's Professional Services Agreement, a copy of which is enclosed to this RFP in [Appendix A]. Please write "**CITY OF PASCO – ANIMAL CONTROL AND SHELTERING RFP**" in the subject line for all emails and correspondence related to this RFP. All submitting Firms are directed to carefully review the Professional Services Agreement before preparing their submittal, as the successful Firm(s) will not be able to significantly modify the wording of the City's Professional Services Agreement. The successful Firm's refusal to sign the City's Professional Services Agreement will render their submission nonresponsive, all dialogues will be immediately terminated, and negotiations will begin with the next ranked submitting Firm.

## **2 SCOPE OF WORK**

### **2.1 BACKGROUND**

During each of the years 2018 and 2019, the Tri Cities ACA handled more than 2,900 cats and dog cases, including primarily the safe capture and housing of stray and homeless animals, many of whom were reunited with their original families or adopted out to new homes. Full breakdown of yearly statistics are available in the City of Pasco Administrative and Community Services department, including year to date 2020 statistics.

Successful candidate, agency, or organization will be responsible for day to day operations of the animal shelter and to work closely with the ACA. A new shelter is currently in the planning and design phase with the awarded contractor for services as outlined herein welcomed to be a partner during the planning and development process.

### **2.2 SCOPE DESCRIPTION**

The Selected Contractor will be expected to:

- A. Enforce the Cities' Municipal Code and the Revised code of Washington (RCW)
- B. Conduct field Services during normal business hours, which may include responding to the following calls:
  - 1. Domestic animal at large
  - 2. Barking dog
  - 3. Unlicensed dog or cat in participating cities
  - 4. Dog or cat with no rabies vaccination
  - 5. Dog threatens person
  - 6. Dog threatens domestic animal
  - 7. Dog or cat bite

8. Injured or sick domestic animal
  9. Assist law enforcement agencies upon request
  10. Abandoned animal
  11. Animal cruelty
  12. Dead on arrival dog or cat
  13. Confined dog or cat
  14. Trapping dog or cat
  15. Dangerous or potentially dangerous dog
  16. Kennel inspections
  17. Dangerous dog inspections
  18. Inherently dangerous mammal or reptile inspections
  19. Special Assistance
- C. Respond to Emergency situations (must be made available 24 hours a day, seven days a week). Which may including the following:
1. Vicious animals or wild animals or domestic that may reasonably constitute a hazard
  2. Animals with life-threatening injuries
  3. Hardship cases or law enforcement assistance matters
  4. Receiving animals after normal business hours
  5. Special Assistance
- D. Provide shelter services, which will include:
1. Housing and care of dogs, cats, and occasionally other animals.
  2. Pet licensing program
  3. Delivery of animals
  4. Animal redemptions
  5. Adoption program
  6. Volunteer program
  7. Foster program
  8. Dog training program
  9. Trapping program
  10. Basic, minimum medical care/treatment for impounded animals
  11. Euthanasia
  12. Basic maintenance and upkeep of sanitary conditions of the shelter
- E. Provide educational tools, which shall include:
1. Dog bite prevention program
  2. Public service announcements
  3. Community outreach – fair booth, license clinics, special events, etc.
  4. Website
- F. Create and maintain a record- keeping program, which shall include:
1. The Firm shall be required to develop its own record-keeping procedures and to maintain records of all animals it handles in accordance with applicable public records statutes as outline in the Revised Code of Washington. (RCW) and the Washington State Archives Records Retention Schedule.
  2. Monthly Reports shall be made available to the ACA and accessible during normal business hours. Reports including but not limited to:
    - Number of impounds
    - Number of adoptions
    - Number of emergency responses
    - Description of animal, where and how the animal was obtained
    - Disposition of complaints regarding animals

- Dangerous or potentially dangerous animals and dog-bit incidents
  - All initiated criminal citations issued
  - Any additional information that may be required by a City through its regulatory ordinances
3. Statistical information shall be made available monthly as required by the ACA.
  4. The Contractor shall submit to inspections of the premises and records by representatives of the ACA at any time, without prior notice. Such inspections may include, but not limited to, financial audits, records audits, inspection of kennels, or observation of procedures. The Contractor will also submit to inspection and oversight by a professional oversight committee appointed by the ACA. Contractor agrees to maintain all records with respect to services provided under this Agreement for six (6) years and shall maintain such records in such a manner as to preserve those records in case of a public records request. Contractor shall fully comply with ACA and Cities to respond to applicable requests for public records.

G. Provide customer service, which shall include:

1. Regular hours that allow customers with different schedules to visit the facility.
2. Phone receiving system that can accommodate high call volume and ensure that a message can be left if a person is not available to receive the call. Phone messages shall be retrieved within 10 minutes. Emergency callers shall be contacted immediately upon receipt of the message. Non-emergency calls shall be returned the same business day. After hour emergency calls shall be routed to an on-call employee or answering service. After-hour non-emergency calls may be returned the next business day but not longer than 24 hours from the time the call was received.
3. Acceptance of all animals, stray or owner-surrender.
4. Residents shall be treated respectfully and courteously at all times.
5. Impounded animals shall be immediately scanned for a microchip and checked for a license number. The owner, if determined, shall be contacted immediately. If contact cannot be established through phone or in person, a written notice shall be sent to the owner's listed address at least two days prior to a hold being removed. Records of attempts to contact the owner shall be kept. Impounded animals shall be posted on the website and/or any social media outlets utilized within one business day of receipt of the animal.
6. All complaints received by the ACA regarding animal control services shall be forwarded to the service provider. The Director, acting director, or designee, shall contact the complainant within one business day and attempt to resolve the problem. The ACA shall be notified or copied on any correspondence that takes place. A final decision shall be issued by the Director within one week from the receipt date of the complaint.

## **2.3 CITY RESPONSIBILITIES**

City staff and the ACA will assist the selected Firm where possible, but said Firm should anticipate and be prepared to be completely self-reliant in accomplishing the tasks associated with this RFP. The City will provide, when available, ACA information and any other associated documents.



### 3 REQUIREMENTS AND QUALIFICATIONS

#### 3.1 PROPOSAL REQUIREMENTS

Formatting of the submittal shall be as set forth in Section 1.9 of this RFP. In addition to these formatting requirements, per Section 4.1 the following items, at a minimum, shall be included in the submittal:

A. Proposal Costs:

1. Provide a current rate schedule for the services requested.

B. Understanding & Approach:

1. Indication that the submitting Firm has a clear understanding of the services requested specifically what they view to be the biggest challenges.
2. Describe the firm's capacity to recognize issues related to the requested services and develop creative solutions to address them. Provide examples of challenges and resulting solutions from previous experience.

D. Experience, Qualifications, & References:

1. Demonstrated expertise of key personnel in relation to the scope of potential work; including relative degrees, licenses and certifications. Submitted resumes shall not exceed one page in length per team member. Resumes are not counted in the overall page total and shall be included as an appendix. DO NOT submit resumes for employees who will not actively working on the requested services.
2. Provide comprehensive information regarding the track record of the firm in providing relevant services within the last five years. Provide detailed descriptions and discuss the size and complexity of the services provided, the special issues, and the technical challenges that were addressed.
3. Describe the involvement and the duties of the contractor and key personnel, with a clear description of the ways in which the requested services will be kept on budget.
4. In a statement, provide names and phone numbers of a minimum of three (3) references. References should have direct experience with the proposing Firm and other proposed key personnel. Reference sheet(s) are not counted in the overall page total and shall be included as an appendix.

E. Presentation, Organization, & Clarity of RFP documents

#### 3.2 FIRM QUALIFICATIONS

The required minimum qualifications for submitting teams are as follows:

- A. Staff should currently possess all applicable certifications and licensing from the State of Washington required to perform the services requested.
- B. Knowledge of all applicable federal, State, and local regulations and standards.
- C. Licensed to do business in the State of Washington.
- D. Demonstrates commitment to the humane treatment of animals
- E. Minimum of 5 years of experience in managing and working with animals
- F. Preferred minimum of 2 years owning and/or operating a facility(ies)

## 4 FIRM SELECTION PROCEDURES

### 4.1 PROPOSAL EVALUATION CRITERIA

- A. RFP Submittals received by the City of Pasco will be reviewed by the Selection Committee, and will be evaluated based upon criteria including, but not limited to, the following:

CATEGORY	Points
<b>PROPOSAL COSTS</b>	
a. Provide a current rate schedule for the description of associated work necessary to provide the services requested.	25
<b>UNDERSTANDING &amp; APPROACH</b>	
a. Indication that the submitting Firm has a clear understanding of the services requested specifically what they view to be the biggest challenges.	15
b. Describe the firm's capacity to recognize issues related to the requested services and develop creative solutions to address them. Provide examples of challenges and resulting solutions from previous experience.	15
<b>EXPERIENCE, QUALIFICATIONS, &amp; REFERENCES</b>	
a. Demonstrated expertise of key personnel in relation to the scope of potential work; including relative degrees, licenses and certifications. Submitted resumes shall not exceed one page in length per team member. Resumes are not counted in the overall page total and shall be included as an appendix. DO NOT submit resumes for employees who will not actively work on the requested services.	10
b. Provide comprehensive information regarding the track record of the firm in providing relevant services within the last five years. Provide detailed descriptions and discuss the size and complexity of the services provided, the special issues, and the technical challenges that were addressed.	10
c. Describe the involvement and the duties of the contractor and key personnel, with a clear description of the ways in which the requested services will be kept on budget.	10
d. In a statement, provide names and phone numbers of a minimum of three (3) references. References should have direct experience with the proposing Firm and other proposed key personnel. Reference sheet(s) are not counted in the overall page total and shall be included as an appendix.	10
<b>PRESENTATION, ORGANIZATION AND CLARITY OF RFP SUBMITTAL</b>	
a. The organization of the RFP submittal and the manner in which information is presented in the submittal will be evaluated as an indication of the Firm's ability to assemble clear and concise documents and present to the City.	5
<b>TOTAL</b>	<b>100</b>

### 4.2 INTERVIEW CRITERIA

Should the City elect to conduct interviews with short-listed candidates, Firms should plan for the following:

- 1) Interview format (if used):
  - a. 20-minute presentation & 10 minute question/answer period or a 30-minute dialogue style presentation which involves question/answer's throughout presentation.
  - b. Presentation team shall have a maximum of three (3) people.
  - c. The City may elect to conduct a phone interview without the requirement of a presentation

- 2) Presentation: The objective of the interview will be to clearly demonstrate the Firm's qualifications to provide the services requested to the satisfaction of the City. The presentation shall be brief and concise and shall include but shall not be limited to:
- a. A demonstration of understanding of requested services, objectives, and challenges.
  - b. A presentation of how the team proposes to manage the facility and successfully keep the requested services on schedule and within budget.
  - c. A description of how the Contractor and the team propose to work and communicate with the ACA, the City and the public.
  - d. Following a review of the submittals, the City may establish specific requirements and content for the interview to further aid in the determination of the Firm's qualifications.
  - e. Questions: The selection team may prepare a list of standard questions for the interview. Additional questions may be developed based on the Firm's Proposal to clarify information submitted.

The City will then negotiate a specific scope of services, fees, and schedule with the selected Firm. If an agreement cannot be reached with the first selected Firm, the City will terminate negotiations with said Firm and open negotiations with the second ranked Firm. The compensation discussed with one Firm is confidential and will not be discussed or disclosed with others.

**APPENDIX A  
PERSONAL SERVICES AGREEMENT**

**ANIMAL CONTROL SERVICES  
FOR THE ANIMAL CONTROL AUTHORITY OF  
KENNEWICK, PASCO & RICHLAND**

**Agreement No. xxxxx**

**THIS AGREEMENT** is made and entered into between \_\_\_\_\_, hereinafter referred to as "Contractor" and the Tri-City Animal Control Authority, hereinafter referred to "ACA", an unincorporated association comprised of the cities of Kennewick, Pasco, and Richland, political subdivisions of the State of Washington, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ARTICLE 1. PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to establish the relationship between the ACA and the Contractor. The Contractor shall provide animal control services in specified areas within Benton and Franklin Counties for the cities of Kennewick, Pasco and Richland as specified herein. In consideration for said services, the ACA shall pay the Contractor in U.S. funds such moneys and in such manner as herein described.

**ARTICLE 2. WHOLE AGREEMENT**

- 2.1 This is the complete and exclusive statement of the agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by authorized agents of both parties.

**ARTICLE 3. WRITTEN NOTICE**

- 3.1 Any notice of change, termination or other communication having a material effect on this Agreement shall be served in one or more of the following manners:

3.1.1 In-person delivery to the Pasco City Clerk if delivering to the Authority; an authorized officer, employee, agent or other representative if delivering to the Contractor.

3.1.2 Deposited in the U.S. mails under certified or registered handling, postage prepaid, posted to the address(es) provided herein:

City of Pasco  
Dave Zabell, City Manager  
PO Box 293  
Pasco, WA 99301  
Telephone: (509) 544-3404

Contractor  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

3.1.3 By e-mail sent to either party.

**Article 4. GOVERNING LAW/VENUE**

- 4.1 This Agreement shall be governed by the laws of the State of Washington. Any action or suit commenced in connection with this Agreement shall be in the Franklin County Superior Court.

4.1.1 All rights and remedies of the ACA shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the ACA according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice

for the exercise of any right in the event that applicable law specifically requires such notice, unless a more specific time frame is required by applicable statute.

#### **ARTICLE 5. ATTORNEY FEES**

- 5.1 Attorney's fees which are reasonable and costs including those in appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.

#### **ARTICLE 6. JUDICIAL RULINGS**

- 6.1 If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable the same shall in no way affect any other provision or the validity or enforceability of this Agreement.

#### **ARTICLE 7. INDEPENDENT CONTRACTOR**

- 7.1 The Contractor shall be an "independent contractor." All persons employed to furnish services hereunder are employees of the Contractor and not of the ACA. Further, the ACA shall not be liable for any of Contractor's acts or omissions performed under this Agreement or other agreements to which Contractor is a party.

#### **ARTICLE 8. INDEMNIFICATION AND HOLD HARMLESS**

- 8.1 The Contractor shall defend, indemnify and hold the ACA and the individual Cities of Kennewick, Pasco, and Richland, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits 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 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. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **ARTICLE 9. INSURANCE**

- 9.1 The Contractor shall procure and maintain for the duration of the Agreement. insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Minimum scope of insurance and minimum insurance limits of the types described below shall be maintained by the Contractor.

- 9.1.1 Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial 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 ACA shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the ACA 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. The ACA consisting of City of Kennewick, PO Box 6108, Kennewick WA 99336; City of Pasco, PO Box 293, Pasco WA 99301; and City of Richland, 505 Swift Blvd., Richland WA 99352, shall be

named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the ACA.

- 9.1.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 per each occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.
- 9.1.3 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 9.1.4 Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 9.1.5 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 9.1.6 Property insurance shall be written on an all-risk basis.
- 9.1.7 Property insurance shall be written covering the full value of Contractor's property and improvements with no coinsurance provisions.
- 9.1.8 Law Enforcement Professional insurance in the amount of \$500,000.

9.2 Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- 9.2.1 The Contractor's insurance coverage shall be primary insurance with respect to this Contract. Any Insurance, self-insurance, or insurance pool coverage maintained by the ACA shall be excess of the Contractor's insurance and shall not contribute with it.
- 9.2.2 The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the ACA.

9.3 Acceptability of Insurers.

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

9.4 Verification of Coverage.

Contractor shall furnish the ACA with original Certificates of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

9.5 Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. The Contractor shall ensure that the ACA is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**ARTICLE 10. NONDISCRIMINATION**

- 10.1 The Contractor agrees to abide by all Federal, State and/or local ordinances prohibiting discrimination with regard to employment and client services. If the Contractor subcontracts, said subcontract shall include appropriate safeguards against discrimination in such services and employment binding upon each Contractor or subcontractor. The Contractor shall take such action as may be required to insure full compliance with this clause, including sanctions for noncompliance. Any violations of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by the ACA.

#### **ARTICLE 11. FUNDING**

- 11.1 In the event the Management Committee of the ACA reduces, changes, eliminates or otherwise modifies the funding for the project identified herein, Contractor agrees to abide by any such decision up to and including termination of service. In the event of termination, notice shall be as stipulated in Article 15 Termination of Agreement.

#### **ARTICLE 12. NONASSIGNMENT**

- 12.1 No portion of nor any interest in this Agreement may be assigned to a third party without the prior written approval of the ACA.

#### **ARTICLE 13. USE OF ACA FACILITIES**

- 13.1 By and through this Agreement, Contractor and its employees or agents shall have the right to use such portions of the Animal Shelter, which is leased to the ACA by the City of Pasco. The leased premises shall constitute those areas that are designated by the ACA for Contractor's use and determined to be necessary to perform the required services under this Agreement. Contractor shall have no right of access to any other facilities of the ACA without the prior approval of the ACA Management Committee. The shelter is currently located at 1312 S. 18th Ave. Pasco, Washington. Contractor's use of the premises shall be subject to the following:

13.1.1 Permitted Use:

1. The premises shall be used for animal control operations conducted for the cities of Kennewick, Washington, Pasco, Washington, and Richland, Washington pursuant to enforcement of Tri-City Animal Control Authority agency ordinances and for no other purpose without the written consent of the ACA.
2. The ACA shall have the right to lease unused areas in the shelter, provided that the ACA and Contractor shall work cooperatively to determine the best utilization of the space in the facility.

13.1.2 Restrictions on Use:

In connection with the use of the Premises, Contractor shall:

1. Conform to all applicable laws and regulations of any public authority affecting the Premises and its use thereof.
2. Refrain from any activity (other than those activities within Contractor's normal and customary course of conduct) that would make it impossible to insure the Premises against casualty or that would substantially increase the insurance rate.
3. Refrain from any use that creates a nuisance.
4. Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

5. Not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on the Premises.
6. Not cause or permit litter, garbage or other refuse or debris to accumulate on the Premises except in suitable garbage containers.

13.2 Repairs and Maintenance:

- 13.2.1 The ACA shall be responsible for all repairs and maintenance necessitated by Contractor's reasonable use and occupancy, including, but not limited to the following:
- 13.2.2 Repairs of the roof and gutters, exterior walls, bearing walls, structural members, floor slabs and foundation.
- 13.2.3 Repair of exterior water, sewage and electrical services up to the point of entry to the Premises.
- 13.2.4 Repair of heating and cooling systems.
- 13.2.5 Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, wiring and plumbing.

13.3 Alterations:

- 13.3.1 Contractor Alterations Prohibited. Contractor shall make no improvements or alterations on the Premises of any kind without first obtaining the ACA's written consent. All alterations shall be made in a good and workman-like manner, and in compliance with plans submitted to and approved by the Landlord and in accordance with applicable laws and building codes.
- 13.3.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by Contractor shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Contractor shall, at Landlord's option, be removed by Contractor and the Premises restored, at Contractor's expense, unless the applicable Landlord's consent specifically provides otherwise.

13.4 Property Insurance and Waiver of Subrogation:

- 13.4.1 City of Pasco shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.
- 13.4.2 13.4.2 Contractor and City of Pasco hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered 100% by property insurance on or in connection with the premises of said building. This release shall apply only to the extent that such claim, loss or liability is covered 100% by insurance.
- 13.4.3 City of Pasco will insure personal property of the ACA in the amount equal to the value of the ACA-owned inventory and is under no obligation to insure any of Contractor's personal property located in the Premises.

13.5 Utilities:

- 13.5.1 ACA shall provide and pay for the following utilities: electric service, gas, water and sewer services. Contractor shall provide telephone and communication services, garbage disposal services, janitorial services, and security services as needed.

13.6 Damage or Destruction:

- 13.6.1 If the Premises are damaged or destroyed in whole or in part by no fault of Contractor, and Contractor is unable to provide services required by Agreement, the ACA may, at its option, elect to terminate this Agreement upon thirty (30) days' notice.



13.7 Surrender:

- 13.7.1 Upon expiration of the Agreement term or earlier termination as provided herein, Contractor shall surrender the Premises in the same condition as at the commencement of its use, reasonable wear and tear expected.

**ARTICLE 14. RESPONSIBILITY FOR SUPPLIES AND MATERIALS**

- 14.1 The ACA shall have no responsibility for the loss, theft, mysterious disappearance or damage to all equipment, tools, materials, supplies and other personal property of Contractor or its employees, agents or subcontractors, which may be stored on ACA premises. Contractor shall provide the ACA an inventory of property no later than January 15, each year. Upon termination or expiration of this Agreement a walk-through of the premises shall be performed to reconcile the inventory of property. Failure to participate in the post-service walk-through by the Contractor shall constitute a waiver of any claim to ownership of disputed equipment or inventory.

**ARTICLE 15. TERMINATION OF AGREEMENT**

- 15.1 This Agreement may be terminated under the following conditions:
- 15.1.1 By written mutual agreement of both parties. Termination under this provision may be immediate.
- 15.1.2 Without cause upon nine (9) months written notice by either party to the other of intent to terminate.
- 15.1.3 Failure to comply with the conditions of this contract after thirty (30) day notice of deficiency shall be grounds for termination. Contractor will be allowed 30 days to correct conditions not in compliance with Agreement. At its sole discretion, the ACA may extend the 30-day cure period based upon the progress of the Contractor to correct conditions in the initial 30-day period or any factors outside the control of the Contractor that prevent correcting the condition within the initial 30 days.
- 15.1.4 The ACA may at its sole discretion, unilaterally terminate this contract on sixty (60) days' notice for documented performance failures.
- 15.1.5 Upon thirty (30) days' notice by the ACA, in the event of property loss of the leased premises, natural disaster preventing performance under this Agreement, or conviction of a crime committed by the Contractor or one of its agents in the course of performing under this Agreement.
- 15.1.6 If this Agreement is terminated by either party, the ACA agrees to pay to the Contractor all costs and expenses associated with services provided to the effective day of termination. Monies due and payable will be pro-rated based on the number of service days performed through the date of termination.
- 15.1.7 Notwithstanding any termination hereunder, all requirements of this Agreement shall remain in full force and effect through the date of termination upon written notice from the ACA.

**ARTICLE 16. STANDARD OF SERVICES**

- 16.1 Contractor agrees to perform services with the standard of skill and diligence normally provided by a professional organization in the performance of similar services. It is understood that the Contractor must perform the services based in part on information furnished by ACA and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that ACA will be relying on the accuracy, level of competence and completeness of Contractor's services in utilizing the results of such services. To further

this level of service, the Contractor will develop, within 90 days of the beginning of this Agreement, a set of written operational procedures relating to daily operations, including but not limited to euthanasia procedures. Such procedures shall be subject to the approval of the ACA and the Contractor will be accountable for compliance with such procedures.

16.2 Additional standards of service requirements shall include, but not be limited to, the following:

16.2.1 Maintain good customer service skills.

16.2.2 Animals and residents shall be treated respectfully and courteously at all times.

16.2.3 Maximize use of volunteers for animal control operations/adoption coordination.

16.2.4 Be responsive to city/citizen requests.

16.2.5 Maintain a professional appearance.

16.2.6 Maintain professionalism with the public and public agencies.

16.3 Contractor warrants that the recommendations, guidance, training and performance of any person assigned under this Agreement shall be in accordance with generally-accepted practices for handling and treatment of animals, professional standards and applicable regulatory practices, and requirements of this Agreement.

#### **ARTICLE 17. TERM OF AGREEMENT**

17.1 This Agreement shall remain in full force and effect as written through \_\_\_\_\_, 2020, with option upon mutual agreement for additional two (2) year extensions thereafter.

#### **ARTICLE 18. SURVIVAL**

18.1 The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

#### **ARTICLE 19. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

19.1 See Attachment A.

#### **ARTICLE 20. FEES**

20.1 The Contractor agrees to provide animal control services as herein specified and in the manner specified. The ACA shall have no liability for taxes, insurance or other expenses associated with the performance of the Contractor's duties hereunder. The ACA shall compensate the Contractor in monthly installments in an amount according to the Compensation Schedule included with Attachment B. The Contractor shall be responsible for collecting appropriate impounding fees and boarding fees and shall be responsible for remittance to the Cities according to the applicable Fee Schedule for each city that comprises the Authority, as published within their respective budget.

#### **ARTICLE 21. METHOD OF PAYMENT**

21.1 Payment shall be made within 10 days upon receipt by ACA of a written invoice to be provided to ACA by Contractor at the end of the month in which services were rendered.

#### **ARTICLE 22. PUBLICITY**

22.1 Contractor shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representations of the ACA except on prior specific written authorization from ACA.

#### **ARTICLE 23. SUBCONTRACTING**

- 23.1 The Contractor shall not employ other subcontractors without prior written approval of the ACA nor shall the duties of the Contractor under the contract be delegated without prior written approval of the ACA. Unless otherwise expressly agreed by ACA, the Contractor shall remain responsible for the quality and timeliness of performance notwithstanding any delegation of said required performance.
- 23.2 The Contractor will assume full responsibility for administering and managing all of its subcontractor(s). All ACA communications concerning any subcontractor will be directed through the Contractor's resident general manager.
- 23.3 The ACA may enter into agreement with other jurisdictions in the area to provide animal control services. Contractor shall enter into these agreements only upon mutual written agreement between the ACA and Contractor. The Contractor is prohibited from entering into agreements or providing animal control services with other jurisdictions without prior written approval of the ACA.

**Article 24. INSPECTIONS AND RECORDS**

- 24.1 The Contractor shall submit to inspections of the premises and records by representatives of the ACA at any time, without prior notice. Such inspections may include, but not limited to, financial audits, records audits, inspection of kennels, or observation of procedures. The Contractor will also submit to inspection and oversight by a professional oversight committee appointed by the ACA. Contractor agrees to maintain all records with respect to services provided under this Agreement for six (6) years and shall maintain such records in such a manner as to preserve those records in case of a public records request. Contractor shall fully comply with ACA and Cities to respond to applicable requests for public records.

**ARTICLE 25. SIGNATURE PAGE**

- 25.1 The Contractor and the ACA hereby agree to all provisions of the Agreement. Signed this 29<sup>th</sup> day of March 2019, Pasco, Washington.

**CITY OF PASCO, WASHINGTON**

**CONTRACTOR**

\_\_\_\_\_  
Dave Zabell, City Manager

\_\_\_\_\_  
Contractor

**ATTEST:**

\_\_\_\_\_  
Debra C Barham, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kerr Ferguson Law, PLLC, City Attorney