

RESOLUTION NO. 25-1994

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN THE AGREEMENT WITH
PROGRESSIVE ANIMAL WELFARE SOCIETY (PAWS)
FOR ANIMAL SHELTERING SERVICES**

WHEREAS, the current Agreement for Sheltering Services with the Progressive Animal Welfare Society (PAWS) expired December 31, 2024; and

WHEREAS, the City desires to continue using PAWS for animal sheltering and has negotiated a new agreement for the period 2025-2026; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Agreement for Animal Sheltering Services with the Progressive Animal Welfare Society in substantially the same form attached herewith as Attachment 1.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 9th day of January, 2025.

APPROVED:

Thomas French

Thomas French (Jan 18, 2025 09:34 PST)

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: January 6, 2025
PASSED BY THE CITY COUNCIL: January 9, 2025
RESOLUTION NO.: 25-1994

ATTACHMENT 1

CITY OF LAKE FOREST PARK PURCHASED SERVICES AGREEMENT Agreement Title: Animal Sheltering Services

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **PROGRESSIVE ANIMAL WELFARE SOCIETY, Inc.** (the "Vendor" or "PAWS"), is dated the last date signed below.

Vendor Business: **Progressive Animal Welfare Society (PAWS)**

Vendor Address: 15305 44th Ave West, Lynnwood, WA 98087

Vendor Phone: (425) 412-4031

Vendor Fax: (425) 742-5711

Contact Name: Jennifer Convy, Sr. Director PAWS
Companion Animal Services

Vendor e-mail: jconvy@paws.org

Authorized City Representative for Mike Harden, Chief of Police
this contract:

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 determined that the award of this contract falls within the single source exemption in the City's Purchasing Policy, Resolution 24-1956, given the unique nature and location of the services needed by the City; and

WHEREAS, City staff has determined that the Vendor is qualified to perform the work detailed in Exhibit A.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Vendor. The City retains the Vendor to provide the services described in Exhibit A incorporated herein, for Animal Sheltering Services (collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Vendor shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

Exhibit A Work shall commence on the last date signed below and continue until December 31, 2026, unless extended in writing by the parties or terminated as provided herein.

2. Compensation.

A. Services will be paid at the rates set forth in Exhibit B beginning March 1, 2025. Prior that the rates in the prior agreement between the Parties will be charged.

B. At least ninety (90) days prior to the end of each year, PAWS may request the intake fee to be adjusted based on the Seattle Area Consumer Price Index for All Urban Consumers (CPI-U) from the previous year's June-to-June Seattle Area CPI-U. In the event that the CPI-U index decreases, the intake fee shall remain unchanged. Any positive adjustment shall be based on the previous year's June-to-June Seattle Area CPI-U index value. In the event the CPI-U index increases over five percent (5%) the adjustment shall be limited to five percent (5%). Any approved changes shall be pursuant to Section 15.

3. Request for Payment.

A. Not more than once every thirty days the Vendor shall send electronically to ap@cityoflfp.gov, its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Termination of Contract. Either party may terminate this Agreement by sending a written notice of termination ("Notice") that specifies a termination date ("Termination Date") at least sixty (60) days after the date of the Notice. Upon receipt of the Notice by Vendor, the Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor's material breach, the Vendor shall be paid or reimbursed for all work performed and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Vendor actual notice in a timely manner.

5. Assignment of Contract – Subcontractors. Neither Vendor nor City shall assign this contract or sub-contract this contract without the prior written consent of the other Party.

6. Indemnification. The Vendor 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 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.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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.

Vendor shall ensure that each subcontractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Vendor pursuant to this paragraph.

7. Insurance.

A. Insurance Term.

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

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

C. Minimum Scope of Insurance.

The Vendor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance.

The Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits.

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

F. Other Insurance Provision.

The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any

insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

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

H. Verification of Coverage.

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractor's coverage.

I. Subcontractors' Insurance.

The Vendor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Vendor-provided insurance as set forth herein, except the Vendor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Vendor shall ensure that the City 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.

J. Notice of Cancellation.

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance.

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

8. Independent Vendor. The Vendor is an independent Vendor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Vendor shall not acquire any rights or status regarding the City.

9. Employment. The Vendor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

10. Audits and Inspections. The Vendor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Vendor's records and documents with respect to all matters covered by this Agreement.

11. City of Lake Forest Park Business License. Vendor shall obtain a City of Lake Forest Park business license before performing any Work.

12. Compliance with Federal, State and Local Laws. Vendor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

13. Waiver. Any waiver by the Vendor or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

14. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

15. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Vendor.

16. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

17. Notices.

- a. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Mike Harden, Chief of Police
17425 Ballinger Way NE
Lake Forest Park, WA 98155

- b. Notices to the Vendor shall be sent to the following address:

PAWS
Attn: Jennifer Convy, Sr. Director PAWS Companion Animal Services
15305 44th Avenue West
Lynnwood, WA 98087

18. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

19. 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.

IN WITNESS WHEREOF, the City and Vendor have executed this Agreement as of the date first above written

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| CITY OF LAKE FOREST PARK WASHINGTON | PROGRESSIVE ANIMAL WELFARE SOCIETY, Inc. (PAWS) |
| By: _____ Thomas French, Mayor | By: _____ |
| Date: _____ | Typed/Printed Name: _____ |
| | Its _____ |
| | Date: _____ |
| ATTEST: | |
| By: _____ Matthew McLean, City Clerk | |
| Date: _____ | |
| APPROVED AS TO FORM: | |
| By: _____ Kim Adams Pratt, City Attorney | |
| Date: _____ | |

EXHIBIT A

SCOPE OF WORK

- A. PAWS shall provide the services described herein for Animals found or living in the City of Lake Forest Park (City) that are delivered to the PAWS Companion Animal Shelter (CAS).
- B. For purposes of this Agreement “Animal” refers to a dog, cat, kitten or puppy.
- C. Companion Animal Shelter (CAS) services provided by PAWS shall include:
 - 1. Receiving, sheltering, and holding stray animals at facilities operated by PAWS, provided that PAWS determines that capacity is available at the time of delivery. Sheltering will include daily care, feeding and basic routine veterinary services. Appendix A is a current list of services provided by the PAWS. Appendix A is provided solely for illustrative purposes. PAWS services (including without limitation those described in Appendix A) may, at the sole discretion of PAWS, change from time to time without prior notice to the City.
 - 2. Making a reasonable effort at the time of intake to verify each stray Animal’s ownership status when delivered by finder to PAWS, including scanning for microchips, checking for identification, and requesting information pertaining to how the Animal was found. The City is responsible for pursuing any payment directly from any individual later discovered to have provided incorrect or incomplete or false information about an Animal’s ownership.
 - 3. Providing owner notification and releasing Animals to their owners. When any identified Animal is impounded, PAWS will attempt to give notice to the owner by telephone. The notice shall inform the owner of the impounding of such Animal, the reason for impounding and the time period during which the Animal can be claimed prior to disposition and any fees to redeem Animal from PAWS. It shall, however, be the entire responsibility of the owner to ascertain that the Animal has been impounded and to take such measures as the owner deems fit for redeeming the Animal. PAWS shall not be responsible for inadvertently failing to notify an Animal owner.
 - 4. Disposing of Animals, including through adoption, transfer or humane destruction of Animals not claimed by an owner, in accordance with the provisions of the City’s laws and regulations and PAWS internal procedures, and the provisions of this Agreement. In the event of a conflict between any such provisions, the parties will engage in discussions and mutually agree which controls. PAWS reserves the right to use reasonable and humane alternatives to euthanasia.
 - 5. Disposing of dead Animals delivered to PAWS by the City’s animal control officer or designee. The City will pay for Dead-on-Arrival (DOA) Animals in accordance with Exhibit B to the Agreement.
- D. PAWS reserves the right to refuse acceptance of any Animal, where, in the opinion of the Shelter Manager or designee, CAS does not have facilities, capacity, or expertise appropriate or available to accommodate the needs of the Animal.
- E. Prior to the City’s animal control officer or designee delivering an Animal to PAWS, any reasonably apparent, urgent, or necessary veterinary care shall have been already arranged and paid for by the City. In the event an Animal in need of such veterinary care is delivered to PAWS by an officer or designee without prior notification and authorization by PAWS, and veterinary care was not provided, the City agrees to pay and will be billed for (1) the cost of such care and any direct cost

incurred by PAWS to provide such care in an amount up to \$300, and (2) a \$200 additional fee. However, if PAWS provides advance authorization to the city to deliver the Animal to PAWS, the additional \$200 fee will not apply.

F. PAWS agrees to provide Animal Shelter Services for stray Animals delivered to PAWS for the following periods:

1. Seventy-two (72) hours from the hour of delivery for unlicensed stray Animals and currently licensed stray Animals that do not display a license tag or traceable, registered microchip with current owner contact information.

2. Ten days (240 hours) from delivery for (a) currently licensed stray Animals displaying a license tag and/or traceable, registered microchip with current owner contact information and (b) impounded Animals with a known owner at the time the Animal is delivered to PAWS by a Participating Jurisdiction's animal control officer or designee.

At the written request of the City, for a period longer than that set forth in F.1 or F.2. In such cases, the City agrees to pay PAWS the daily boarding fee, starting with the 11th day from the date of delivery.

G. Unless otherwise specified by the City, PAWS will release an impounded stray Animal to any person who claims to be and has evidence of the ownership of such Animal.

H. PAWS has no obligation to release an Animal to its owner until fees associated with the Animal have been paid. Regardless of the foregoing sentence, PAWS, may, in its sole discretion, release an Animal to its owner upon accepting less than the full amount of fees owed, if it is in the best interest of the Animal and the operations of PAWS. All fees collected by PAWS will be retained by PAWS.

I. Title 6 of the Lake Forest Park Municipal Code (LFPMC) regulates Animals within the City and can be viewed at [Title 6 ANIMALS](#). The City shall notify PAWS within thirty (30) days of amendments to the LFPMC that affect the Scope of Work in Exhibit A.

J. PAWS shall have the authority to immediately adopt, transfer to rescue, or compassionately euthanize stray and impounded Animals after the period(s) provided in section F if not claimed as provided in sections G and H. The proceeds of the adoption shall belong to PAWS. Any such adoption or other final disposition by PAWS shall be in accordance with PAWS internal procedures.

K. PAWS shall not sell or donate any Animal for the purpose of scientific research or testing.

EXHIBIT B FEE SCHEDULE

Fees are payable to PAWS by Participating Jurisdiction as follows:

| Fees Charged Pursuant to the Services Agreement: | | |
|---|---------------------|--|
| Fee | Amount | Description |
| Administrative Fee for Animals | \$238 | Fee for each Animal (for example: stray or impounded dog, cat, accepted by the PAWS Companion Animal Shelter. |
| Boarding (per day) | \$25 | Payable for each night an Animal is held by PAWS at the contracting municipality's request beyond the 10 day stray hold, per I.F.3 |
| Additional Fee for Failure to Provide Veterinary Care | \$200 | Per section I.E., payable if contracting municipality= delivers an Animal in need of urgent veterinary care to the PAWS Companion Animal Shelter without prior authorization from PAWS. |
| Urgent and Necessary Veterinary Costs | Varies, up to \$300 | Payable to PAWS for direct costs incurred for urgent and necessary veterinary care at intake, per I.E., up to a total \$300 per Animal if payable by contracting municipality, or, actual cost of invoiced care if paid by the Animal's owner. |
| DOA Disposal Fee | \$45 | For non-private cremation and disposal of deceased animals. |

Appendix A

ILLUSTRATIVE SERVICES LIST

Services provided to contracting municipalities:

- Shelter animals at companion animal facilities operated by PAWS, including holding for dangerous dog, bite quarantine and cruelty investigations within moderation and evaluated on a case-by-case basis by the PAWS Shelter Manager or Shelter Director. There may be a separate fee structure for a dangerous dog and acceptance is determined on a case-by-case basis.
- Research animal identification/microchips, provide owner notification
- Return animals to owners (Owners reclaiming animals pay fees set by PAWS.)
- Deceased animal disposal, animal remains holding upon request

Optional services that may be provided to Participating Jurisdiction if requested by Participating Jurisdiction and PAWS agrees.