

RESOLUTION NO. 29-91

AGREEMENT

MASON COUNTY & HUMANE SOCIETY OF MASON COUNTY

THIS AGREEMENT made and entered into this 26th day of February, 1991 by and between **MASON COUNTY, WASHINGTON**, hereinafter referred to as the "**THE COUNTY**", and Humane Society of Mason County hereinafter known as the **CONTRACTEE**.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREINAFTER CONTAINED, IT IS HEREBY MUTUALLY PROMISED, UNDERSTOOD AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. In all of the unincorporated areas of Mason County, Washington, **THE CONTRACTEE** shall act as impounding authority for **THE COUNTY**, and shall provide impound services and facilities for all dogs and cats for which impounding is authorized by the Mason County Sheriff.

2. **THE CONTRACTEE** shall, pursuant to the direction of the Mason County Health Officer or designee, or in accordance with the request of the Sheriff, quarantine dogs and cats that have bitten a person so as to have broken the skin; **PROVIDED THAT**, the number of quarantined animals does not exceed the space available to **THE CONTRACTEE** for quarantine purposes and **PROVIDED FURTHER THAT**, the authority for release of such animals from confinement shall be that of the Mason County Health Officer or designee and **THE CONTRACTEE** shall cooperate with the Mason County Health Officer in the record keeping necessary to monitor the quarantined animals.

3. **THE CONTRACTEE**, only by request of the Mason County Sheriff shall respond to the following situations:

- a. Dangerous or potentially dangerous dogs;
- b. Stray animals causing a nuisance or liability - horses, goats, etc., on public roads if owner cannot be located;
- c. Any other unforeseen event that would cause the Sheriff to encounter or have a duty to respond in the interest of public health or safety.

4. **THE CONTRACTEE** by request of the Mason County Sheriff, shall pick up dogs and/or cats as per response to situations listed in Section 3 above. If the owner of such animal is known, **THE CONTRACTEE** shall request disposition instructions and comply with the same, if reasonable. If the owner of such animal is unknown or unavailable following reasonable attempts to locate, **THE CONTRACTEE** shall make such disposition of said animal as it sees necessary or appropriate under the circumstances. The owner of said animal shall be responsible for the reasonable cost of disposition and/or treatment.

5. Contractee responsible for collection of fees charged to owner as specified in Section 4.

6. **THE CONTRACTEE** shall act as an independent contractor for its own account and not as an agent, representative or employee of **THE COUNTY**. **THE COUNTY** shall not be responsible for the wages or salaries of any employee or representative of **THE CONTRACTEE**, nor for any debts, liabilities or other obligations of **THE CONTRACTEE**. The employees shall not be considered **COUNTY** employees or subject to supervision by **COUNTY** officials.

7. **THE CONTRACTEE** shall carry, at its own expense, and furnish proof to **THE COUNTY** of public liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) against claims based upon **THE CONTRACTEE'S** services concerned in this Agreement naming Mason County as an additional insured and covering liability arising out the operation of **CONTRACTEE'S** business hereunder.

8. **THE CONTRACTEE** agrees to defend, indemnify and save harmless **THE COUNTY**, its appointed and elective officers and employees, from and against any and or all liability, loss, cost, damage, and expense, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained or by any person or persons and on account of damage to property including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement, whether such

injuries to persons or damage to property is due to the negligence of **THE CONTRACTEE**, agent, successors or assigns, or **THE COUNTY**, its appointed and elective officers, employees, or their agents. This provision shall be inapplicable to the extent that **THE COUNTY** is judicially found solely negligent for the damage or injury and additionally to the extent that **THE COUNTY** is found comparatively negligent as to that portion of its negligence or the extent that **THE CONTRACTEE** is judicially free from negligence.

9. **THE CONTRACTEE** shall keep full, complete and correct books of every call requested by the Mason County Sheriff or Mason County Health Officer the number of animals and number of days each animal was impounded, supported with attached bills and receipts including fee's collected and any documentation. Such records shall be furnished monthly to the Mason County Commissioners. There shall be a quarterly joint review by the Board of Mason County Commissioners and the **CONTRACTEE**. **THE COUNTY** and the State Auditors office reserve the right to inspect or audit **THE CONTRACTEE'S** books at **THE CONTRACTEE'S** convenience.

10. **THE COUNTY** shall pay **THE CONTRACTEE** for the services preformed under this agreement a sum of Two Thousand Seven Hundred Ninety-Eight dollars (\$2,798.00) per month to be paid monthly beginning March 1, 1991, on vouchers submitted during the normal monthly voucher process. The total amount of the contract for 1991 shall be Two Thousand Seven Hundred Ninety-Eight Dollars (\$2,798.00). Funds paid for such service shall be used to furnished only the services contemplated by this agreement and will not be diverted by **THE CONTRACTEE** to any other person or used for any other purpose.

11. The term of this agreement shall be effective as of March 1, 1991 through December 31, 1991, provided that, either party can terminate this Agreement with or without cause upon sixty (60) days notice to the other party.

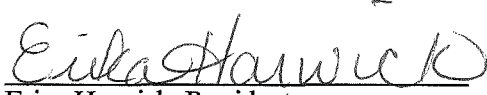
Dated this 26th day of February, 1991.

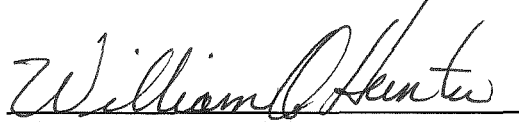
CONTRACTEE

CONTRACTOR

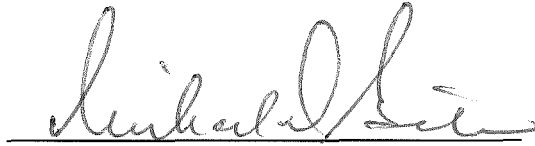
HUMANE SOCIETY OF MASON COUNTY

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON


Erica Harwick, President


William O. Hunter, Chairperson

03/11/91
Date Signed


Michael D. Gibson, Commissioner


Laura E. Porter, Commissioner

c: File
Accounting Department (2)
Budget Director
Humane Society
Sheriff
Treasurer
wp51\resolute\humane1

ATTEST:


Rebecca S. Rogers, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney
Michael Clift