

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Animal Control Update and PAWS Contract Discussion
DEPARTMENT: City Manager's Office
PRESENTED BY: John Norris, Management Analyst

PROBLEM/ISSUE STATEMENT:

On July 1, 2010, the City of Shoreline entered into a new interlocal agreement with King County for animal control services. As part of this interlocal agreement, the City of Shoreline agreed to receive animal shelter services from the Progressive Animal Welfare Society (PAWS). The initial contract that the City signed with PAWS was for eight months beginning May 1, 2010 and ending December 31, 2010. The City must now enter into a new contract with PAWS for continued shelter service at least through the remaining term of the King County Animal Control interlocal agreement. Staff is also using this discussion as an opportunity to update the Council on the first three months of service under the new Regional Animal Services system provided by King County.

FINANCIAL IMPACT:

Although the financial impact of animal control services on the City's General Fund will vary with both the current and future use of the Regional Animal Services system and PAWS and the current and future number of pet licenses sold, it is now estimated that the General Fund impact will be \$36,569 in 2010 (for six months of service) and \$78,065 in 2011. These estimated amounts are greater than what was initially estimated prior to entering into the interlocal agreement with King County for Regional Animal Services, primarily due to the estimated increase in the number of animals brought to PAWS for sheltering. Current 2010 General Fund projected expenditures as shown in the 2011 proposed budget included \$30,000 for Animal Control costs in 2010, and staff has budgeted \$69,345 in 2011 for animal control services. Thus, any animal control costs incurred this year in excess of \$30,000 will have to be paid for with savings in other General Fund programs. As for 2011 costs, staff will continue to monitor the PAWS budget in 2010 and 2011 and may need to amend the budget next year if it is insufficient to cover actual costs.

RECOMMENDATION:

No action is required, as this report outlines the proposed PAWS contract and provides an update to Council on the first three months of service provision under the new King County Regional Animal Services system. When staff brings the proposed PAWS contract back to the City Council at the next business meeting, staff recommends that Council authorize the City Manager to execute the Animal Sheltering Services contract with PAWS.

Approved By: City Manager  City Attorney _____

INTRODUCTION:

On June 28, 2010, the City Council authorized the City Manager to enter into a new interlocal agreement with King County for Regional Animal Services. The service delivery model in the interlocal agreement was divided into three categories: animal control (officers responding to events in the field), animal shelter, and animal licensing. As part of the interlocal agreement, cities had to purchase all three animal control services from King County, except for the north King County cities, which would have their shelter provided by the Progressive Animal Welfare Society (PAWS).

The caveat to this "no sheltering" charge for north end cities is that these cities would have to pay a regional sheltering charge for the King County Shelter in Kent that is equal to one-half the population-based sheltering charge identified in the cost allocation. This charge serves to cover some of the regional benefits of having a region animal control shelter, such as felony animal cruelty cases, necropsies and the sheltering of Shoreline animals other than dogs and cats.

When the City of Shoreline agreed to receive animal shelter services from PAWS, staff entered into an initial contract with PAWS for eight months beginning May 1, 2010 and ending December 31, 2010. The City must now enter into a new contract with PAWS for continued shelter service at least through the remaining term of the King County Animal Control interlocal agreement. This staff report provides highlights of an extended PAWS contract and information on the City's use of PAWS to date.

In addition, staff is also using this report and Council discussion as an opportunity to update the Council on the first three months of service under the new Regional Animal Services system provided by King County. Specifically, this staff report will provide information on the "base level" of animal control services provided to the City, an update on the enhanced services contract for weekend animal control services that the City purchased, and an update on licensing sales and system revenue generated by Shoreline residents.

PAWS CONTRACT:

The term of the City's current contract with PAWS began on May 1, 2010 and ends December 31, 2010. This short eight month term was stipulated in the PAWS contract for a couple of reasons. First, as staff and Council were analyzing various models of how to provide animal control services, managing the PAWS contract administratively for this initial short term was an efficient and expeditious way to settle upon the sheltering aspect of providing animal control services. Second, and more importantly, PAWS wanted to understand the operational impacts to their organization of providing service to five new north King County cities. Thus, PAWS was interested in an initial short term contract with an introductory rate for the cost structure. PAWS was clear with cities that this per animal intake rate may increase as they have a better understanding of the increases in their operational costs to service these new animals.

In moving forward with an extended PAWS contract, both PAWS and City of Shoreline staff have felt comfortable with the terms of the existing shelter services contract and how the contract has functioned since May. Thus, staff are recommending to extend the existing contract rather than enter into a new contract, while making a few adjustments to the contract and scope of services. The few adjustments in the proposed contract amendment are as follows:

- **Section 2, Compensation** – staff is recommending a “not to exceed maximum” contract amount of \$80,000 for the years 2011 and 2012, including all fees and those reimbursable expenses listed in Exhibit A. As this contract amount exceeds the City Manager’s purchasing authority, Council approval of this contract is required.
- **Section 3, Term** – staff is recommending a two year term, making the termination date of the extended contract December 31, 2012. This would align with the termination date of the existing King County Animal Control Interlocal Agreement, and is also a term length that PAWS is comfortable with. PAWS is currently not interested in negotiating a long term contract (more than three years).
- **Exhibit A, Scope of Services, Section 2, Compensation** - staff is recommending to increase the per animal intake fee from \$145 to \$160 for each animal brought to PAWS from Shoreline. The contract continues to state that no fee will be charged to the City for animals that are brought to PAWS by City officials and released to their owners prior to the animal becoming the property of PAWS pursuant to the contract. There will be no percent inflator in the intake fee between 2011 and 2012; the rate will stay the same over the two year term.
- **Exhibit A, Scope of Services, minor corrections** – staff is recommending to make a few slight adjustments to the Scope of Services so that there are similar terms with regard to who from the City may interact with PAWS during the term of the contract. Thus, in those cases where “City officials” are described, “Shoreline Animal Control Officers” are also added, and in the cases where “Shoreline Animal Control Officers” are called out, “City officials” are added. This provides for similar terms and definitions and clarity in the contract language.

Beyond an extended contract term, the most significant piece of this contract amendment is the increase in the intake rate per animal. Although staff knew that the introductory rate in the PAWS contract would likely increase, any rate increase is something that must be looked at closely. However, staff is comfortable recommending this \$15 rate increase, as the total fee is still very far from the actual cost of providing this service. According to PAWS’ Cost of Care Memo, which was provided to staff when we first entered contract with negotiations with them, the cost of companion animal services in 2009 was \$392 per animal. Thus, the \$160 per animal intake fee for 2011 addresses only 40.8% of the total cost of care per animal. The remainder of this per animal cost is generally subsidized by private donations to the organization.

PAWS Costs:

Given Shoreline’s past animal shelter usage with King County and the current \$145 PAWS intake fee, initial estimates for the annual cost of using PAWS was around \$22,000 per year. However, given the closer proximity of the PAWS shelter to Shoreline and the familiarity that many people in the region have with PAWS, when staff initially analyzed the use of PAWS, it was determined that past shelter intake numbers probably would not capture actual shelter usage rates going forward. Thus, this past usage number was increased by 30%, and the cost of the PAWS shelter contract for 2010 was estimated to be \$28,369 (see table below).

Initial Estimated 2010 Shelter (PAWS) Cost - Annualized			
2-Year Average (08-09) of Number of Shoreline Animal Intakes into King County Shelter	30% Estimated Increase in Shelter Population Due to PAWS Proximity and Familiarity in the Community	2010 PAWS Shelter Rate	PAWS Shelter Cost
151	196	\$145	\$28,369

It should be noted however that this 30% estimated increase in usage was based on anecdotal information and that actual usage could vary greatly once Shoreline began using PAWS as a shelter partner. If the City were to be more conservative and project a 50% increase in shelter usage over the past usage numbers, costs would rise to \$32,734 per year.

Based on the first five months of the PAWS contract, these increases in the use assumptions have held accurate. Between May 1 and September 30, 91 dogs and cats have been taken in to PAWS at a cost of \$13,195. The following table highlights the breakdown by month:

2010 Shelter (PAWS) Actual Usage and Cost						
Month	May	June	July	August	Sept	Total
Animal Intakes	2	11	15	18	46	92
Cost	\$290	\$1,595	\$2,175	\$2,465	\$6,670	\$13,195

As can be seen, shelter usage has increased each month since the beginning of the contract period. If current trends hold, likely shelter usage for 2010 will be closer to the 50% increase over past shelter usage, if not greater. Although it is estimated that the City will not get close to the \$50,000 do not exceed amount for the PAWS contract in 2010, the 2010 total (for eight months) could be between \$20,000 and \$30,000. Given that PAWS' per animal intake rate will increase for 2011-2012 to a rate of \$160, the estimated costs for this service going forward is anticipated to be between \$36,320 and \$38,720.

2011 & 2012 Shelter (PAWS) Cost			
2-Year Average (08-09) of Number of Shoreline Animal Intakes into King County Shelter	50% Estimated Increase in Shelter Population Due to PAWS Proximity and Familiarity in the Community	2011/2 PAWS Shelter Rate	2011/2 PAWS Shelter Cost
151	227	\$160	\$36,320
2-Year Average (08-09) of Number of Shoreline Animal Intakes into King County Shelter	60% Estimated Increase in Shelter Population Due to PAWS Proximity and Familiarity in the Community	2011/2 PAWS Shelter Rate	2011/2 PAWS Shelter Cost
151	242	\$160	\$38,720

KING COUNTY REGIONAL ANIMAL SERVICES UPDATE:

King County Animal Control Field Services:

The new Animal Control Field Services districts went into effect on July 1, and the northern district in which Shoreline lies is typically staffed by two Animal Control Officers – Officer Nicholson and Officer Yoshizumi. Officer Nicholson provides services on Monday, and Officer Yoshizumi provides services Tuesday through Friday.

Officer Nicholson also provides 20 hours (10 hours on both Saturday and Sunday) of enhanced animal control services to the cities of Shoreline, Lake Forest Park and Kenmore, which we are purchasing under contract from King County. The City of Shoreline pays for and receives 70% of these services while the other two jurisdictions each receive 15%. The cost allocation of this contract is based on the amount of time Officer Nicholson spends in each jurisdiction, not on calls for service. Thus, Officer Nicholson spends much of his time “patrolling” the City, selling licenses, and citing leash law and other animal control code violators.

Since the beginning of the new King County Regional Animal Services interlocal agreement, animal control field services have seen an increase in the numbers of calls for service from Shoreline residents. Calls come in from residents through their main Animal Services phone number (296-PETS) as well through King County 9-1-1 dispatch. As can be seen in the tables below, calls for services have more than doubled on an average monthly basis since July:

King County Animal Control Calls for Service (Jan-May)					
Month	Jan	Feb	Mar	April	May
Calls for Service	18	20	28	30	33

King County Animal Control Calls for Service (June-Sept)					
Month	June	July	August	Sept	Total
Calls for Service	38	75	69	65	376

The reason for this increase in calls for service is related to “patrol requests”. King County Regional Animal Services codes the types of calls that come into their call center by type of call. Standard call types include, “stray dog”, “cruelty”, “barking dog”, “leash law violation”, etc. “Patrol request” is typically a call related to residents asking that a field services officer patrol an area or neighborhood looking for an animal or specific concern.

Although these patrol request calls have gone up from an average of 5 calls per month in the January through June time frame to an average of 45 calls per month July through September, this is due to our enhanced services contract. Each time that Officer Nicholson patrols a park or other area, he is coding it as a patrol request, even though no call came asking for this service. This is being done to help track Officer Nicholson’s time and duties. It should be noted however that these enhanced service patrol requests will not be figured into the total calls for service with regard to our interlocal agreement cost allocation, as it was agreed with King County that enhanced services responsibilities would be kept separate from the base level contract. Backing these enhanced service patrol requests out of the numbers, actual calls for service have basically held steady since the beginning of the year.

In addition to calls for service, Shoreline has also used the King County Animal Shelter since July 1. Over the course of the summer (July through August), 16 animals have been taken to the Kent Shelter. Although by contract our designated Shelter is PAWS, in cases where PAWS has been closed, where an animal cruelty examination has occurred, or where other species of animals were picked up (animals other than a dogs or cats), these animals have been taken to the Kent Shelter. Although this is a small

number of animals, the City is using the regional shelter and will most likely to continue to do so over the course of the interlocal agreement term.

King County Animal Control Licensing Services:

In the animal control analysis cost models that were provided to the City Council in the first half of the year, the licensing revenue that was used in the cost models was the amount of license fee revenue collected from Shoreline in 2009: \$189,347. Between January 1 and September 30 of 2010, King County has collected \$127,349 in license fee revenue from Shoreline animal owners. This equates to 5,324 licenses sold during this time frame. The tables below show a 2010 month by month breakdown of license sales for the City:

2010 Licenses Sold and Associated Fee Revenue (Jan-May)					
Month	Jan	Feb	Mar	April	May
Licenses Sold	402	463	634	617	602
Revenue	\$10,133	\$10,306	\$15,372	\$15,199	\$14,589

2010 Licenses Sold and Associated Fee Revenue (June-Sept)					
Month	June	July	August	Sept	Total
Licenses Sold	454	706	730	716	5,324
Revenue	\$10,238	\$16,197	\$17,820	\$17,495	\$127,349

It should be reiterated that all revenue collected (and costs expended) prior to July 1, 2010 were collected under the terms of the old interlocal agreement, where King County did not assign costs and revenue to jurisdictions by formula. Thus, in looking at revenue collected under the current King County Regional Animal Services system, from July 1 to September 30, \$51,494 in license fee revenue has been collected from Shoreline residents. This equates to 2,105 dog and cat licenses sold, and is a significant uptick in the rate of licenses sold during the first six months of the year (3,177 total licenses sold; monthly average of 529).

This is significant as it keeps the City on track to meet our six month license fee revenue goal of \$94,674 for 2010 (half of what was collected in 2009). Specifically, as of the end of the 3rd quarter, the City has collected 54.4% of the revenue that was expected to be collected in the second half of 2010. As new marketing efforts continue to be rolled out by King County Regional Animal Services, it is hoped that this level of licensing will continue through the remainder of 2010 and into 2011 and beyond.

King County Animal Control Enhanced Services:

As noted above, Officer Nicholson has been providing enhanced animal control services to the Cities of Shoreline, Lake Forest Park and Kenmore on the weekends. This entails responding to calls for service that come in over the weekend, providing park patrol and license enforcement in other locations within the three jurisdictions, and attending other community events, when practicable. For instance, on September 18th, Officer Nicholson attended the 2nd annual Shoreview DogFest hosted by ShoreDOG at the Shoreview off-leash dog-park. Officer Nicholson sold licenses and provided information on King County Regional Animal Services at DogFest, and stated that he received a very positive response to his presence at the event. The table below provides some statistics for the services Officer Nicholson has been providing on the weekends, starting the weekend of July 24th and running through the end of September:

Enhanced Animal Control Service Statistics					
Impounds	Violations Cited	Warnings Issued	Licenses Issued	Hours of Service Provided to Shoreline	Percentage of Hours of Service Provided to Shoreline (relative to cost share)
5	71	1	51	114	88%

Joint City-County Animal Services Committee:

The Joint City-County Animal Services Committee, which was established by the Regional Animal Services interlocal agreement, has been convened and is meeting on a regular basis. Topics that the committee will discuss include data collection and reporting, licensing and marketing, coordination with law enforcement and other partnerships, regional sheltering issues and strategy, and a compensation study, among others. This committee will also serve as the body that reviews budgetary issues with regard to the interlocal agreement and discusses the annual reconciliation process. At the most recent meeting of the committee in September, data collection and the County's new information management system, called Chameleon, were discussed, as were joint marketing efforts and licensing efforts such as permanent pet license tags. Staff will continue to stay involved with this committee throughout the term of the interlocal agreement.

ANIMAL CONTROL COST UPDATE:

2010 Animal Control Costs:

Based on the final 2010 estimated King County Regional Animal Services interlocal agreement costs (\$79,993) and our share (70%) of one half of an enhanced animal control services officer (\$26,250), the City is estimated to owe King County \$106,243 for animal control services in 2010. This amount will be offset however with the estimated license fee revenue that the County will collect on our behalf for 2010 (\$94,674). Thus, the City's estimated General Fund payment to the County for 2010 animal control services is \$11,569. If more revenue is collected than what is being estimated, this payment would obviously decrease.

In addition to this payment however, the City has also been incurring PAWS charges since May 1 of this year. As noted in the PAWS Costs section of this staff report, the total cost for PAWS' services this year could be between \$20,000 and \$30,000. Thus, if the 2010 PAWS cost is estimated at \$25,000, the total 2010 General Fund cost for animal control services is estimated to be \$36,569. The following table outlines all of these 2010 costs and revenues:

Animal Control Services – Final Estimated 2010 Net Costs (6 months)					
Total King County Interlocal Cost	Estimated PAWS Shelter Cost (8 months)	70% share of 0.5 FTE Enhanced Animal Control Officer Cost	Total System Cost	2010 Estimated Revenue (1/2 2009 Collected Revenue)	2010 General Fund Cost
\$79,993	\$25,000	\$26,250	\$131,243	\$94,674	\$36,569

In comparing this 2010 estimated cost to what was initially estimated for the General Fund expenditure for 2010 animal control services (\$24,445), the current estimate is \$12,124 greater. This is primarily due to the estimated increase in PAWS costs. In the 2010 budget, no General Fund resources were budgeted to cover Animal Control

costs. However, current 2010 General Fund projected expenditures as shown in the 2011 proposed budget included \$30,000 for Animal Control costs in 2010 based upon PAWS charges experienced during the first few months of the contract. Thus, any animal control costs incurred this year in excess of \$30,000 will have to be paid for with savings in other General Fund programs.

2011 Animal Control Costs:

The initial King County Regional Animal Services interlocal agreement cost estimate for Shoreline is \$174,659 for the 2011 contract year. This 2011 interlocal agreement cost is based off of the estimated services costs for 2011 identified in the King County Regional Animal Services interlocal agreement and a 2.92% cost inflator based on a cost inflation formula identified in the interlocal.

Also included in 2011 animal control costs are the annualized costs of Shoreline’s share of the enhanced field services officer. In 2011, Officer Nicholson will continue to provide field service 20 hours per week at a total cost of \$75,000 per year (+ 2.92% 2011 interlocal inflator rate). The cities of Lake Forest Park and Kenmore will continue to share this cost with Shoreline based on a split of the hours for services provided in each jurisdiction through at least June 30, 2011 (Shoreline will continue to receive 70% of Officer Nicholson’s time). Although there is no agreement as of yet to extend this contract beyond June 30, 2011, this expenditure has been budgeted for in anticipation that enhanced services will be continued through the end of 2011. Based on this, it is estimated that the City’s cost for enhanced service will be \$54,033 for the year.

Finally, the estimated cost for shelter services at PAWS could be between \$36,320 and \$38,720 as noted in the PAWS Costs section of this report. Based on all of these costs, the total 2011 General Fund cost for animal control services is estimated to be \$78,065. The following table outlines all of these 2011 costs and revenues:

Animal Control Services – Estimated 2011 Net Costs (12 months)					
Total King County Interlocal Cost	Estimated PAWS Shelter Cost	70% share of 0.5 FTE Enhanced Animal Control Officer Cost	Total System Cost	2011 Estimated Revenue (2009 Collected Revenue)	2011 General Fund Cost
\$174,659	\$38,720	\$54,033	\$267,412	\$189,347	\$78,065

In the 2011 budget, City staff budgeted \$69,345 from the City’s General Fund for animal control services; \$39,345 for King County Regional Animal Services and enhanced services and \$30,000 for PAWS. This budgeted amount was based off the estimated King County Regional Animal Services interlocal agreement cost, estimated enhanced services cost, and estimated PAWS shelter usage (using PAWS data from May through August). As an additional PAWS invoice has been received at the City since the animal control services budget was developed, staff has increased the estimated 2011 cost for service from PAWS. Staff will continue to monitor the PAWS budget in 2010 and 2011, and may need to amend the budget next year if the 2011 \$30,000 PAWS budget is insufficient to cover actual costs.

It should also be noted that the final estimated 2010 and initial estimated 2011 King County Regional Animal Services interlocal agreement costs are just that – estimates. The City will not know what actual costs are for 2010 until the interlocal agreement

reconciliation process occurs in the second quarter of next year. As a reminder, interlocal agreement costs are determined based on the following allocations:

- Control Services costs are equally shared among the four geographic Control Districts. Each Contracting Party located within a Control District is allocated a share of Control District costs based 50% on the party's relative share of total Calls for Service within the Control District and 50% on its relative share of total population within the Control District.
- Shelter Services costs for north King County cities are allocated by a population-based charge, which will be one-half the regular shelter services cost population component payable by other cities.
- Licensing Services costs are allocated between all Contracting Parties based 50% on their relative population and 50% on the number of licenses issued to residents of each Contracting Party.

FINANCIAL IMPACT:

Although the financial impact of animal control services on the City's General Fund will vary with both the current and future use of the Regional Animal Services system and PAWS and the current and future number of pet licenses sold, it is now estimated that the General Fund impact will be \$36,569 in 2010 (for six months of service) and \$78,065 in 2011. These estimated amounts are greater than what was initially estimated prior to entering into the interlocal agreement with King County for Regional Animal Services, primarily due to the estimated increase in the number of animals brought to PAWS for sheltering. Current 2010 General Fund projected expenditures as shown in the 2011 proposed budget included \$30,000 for Animal Control costs in 2010, and staff has budgeted \$69,345 in 2011 for animal control services. Thus, any animal control costs incurred this year in excess of \$30,000 will have to be paid for with savings in other General Fund programs. As for 2011 costs, staff will continue to monitor the PAWS budget in 2010 and 2011 and may need to amend the budget next year if it is insufficient to cover actual costs.

RECOMMENDATION:

No action is required, as this report outlines the proposed PAWS contract and provides an update to Council on the first three months of service provision under the new King County Regional Animal Services system. When staff brings the proposed PAWS contract back to the City Council at the next business meeting, staff recommends that Council authorize the City Manager to execute the Animal Sheltering Services contract with PAWS.

ATTACHMENTS:

- Draft PAWS Contract Amendment and current PAWS Contract



**FIRST AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER:5483)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and the Progressive Animal Welfare Society, Inc., hereinafter referred to as "PAWS" on April 20,, 2010; and

Whereas the parties desire to amend said agreement in order to reflect a change of circumstances, to wit: term extension and scope of services alteration.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:** The City and PAWS entered into an agreement on April 20, 2010 identified as: Agreement for Services - Animal Sheltering. The parties hereby amend that agreement.

Amendment to Existing Agreement: The agreement is amended in the following respect(s):

- a.) Compensation, as outlined in section 2, is not to exceed a maximum of \$80,000 for the years 2011 and 2012, including all fees and those reimbursable expenses listed in Exhibit A.
- b.) Term, as outlined in section 3, is extended from midnight on 31st day of December, 2010 to midnight on the 31st day of December, 2012.
- c.) Exhibit A, Scope of Services, Section 1.D., is amended to read: If any animal is brought to PAWS by a City official or a Shoreline 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.
- d.) Exhibit A, Scope of Services, Section 1.E., is amended to read: 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 City official or a Shoreline Animal Control Officers 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 Shoreline 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. 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.

- e.) The first paragraph of Exhibit A, Scope of Services, Section 2, Compensation, is amended to read: In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of ~~\$445.00~~ \$160.00 for each animal brought to PAWS from the City's jurisdiction provided that no fee will be charged to the City for animals that are brought to PAWS by City officials or Shoreline Animal Control Officers and released to their owners prior to the animal becoming the property of PAWS pursuant to Section 1.E. of this Scope of Work. This includes licensed and unlicensed stray animals found within the City limits of Shoreline and brought to PAWS by a City official or a Shoreline Animal Control Officer.

- 2. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the day of , 20

CITY OF SHORELINE

CONSULTANT

Name: Robert L. Olander
Title: City Manager

Name: Annette Laico
Title: Executive Director



C-10-118

Contract # 5843
(obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

CONTRACT DESCRIPTION

Originator: John Norris **Routed by:** Heidi Costello
Department/Division: City Manager's Office **Date:** March 23, 2010

Type of Contract:

<input type="checkbox"/> (A) Addendum/Change Order	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
<input type="checkbox"/> (GR) Grants	<input checked="" type="checkbox"/> (S) Purchase of Services	
<input type="checkbox"/> (L) Lease Agreement	<input type="checkbox"/> (I) Intergov't Agreement	

CONTRACT TITLE: Agreement for Services - Animal Sheltering

Brief Description of Services: Animal Sheltering

Contract Modification: Has the original contract boilerplate language been modified? Yes No

If yes, list which sections have been modified: 3 - term, 4(a) - termination, 5 - ownership of documents, 13 - governing law and venue

Bid/RFP Number:

Name of Consultant/Contractor: PAWS - Progressive Animal Welfare Society, Inc.

Effective Date: May 1, 2010

Termination Date: December 31, 2010

Total Amount of Contract (including reimbursable expenses): \$50,000.00

Org Key - Obj Number: 1700024-5410	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):

Budget: Are there sufficient funds in the current budget to cover this contract? Yes No

If no, where are the additional funds coming from?

Payment Terms (monthly installments, progress payments, etc.): Monthly

Remarks: Struck maximum in scope since it covers all fees. Included in 2A

SIGNATURE ROUTING

- | | |
|---|---|
| <input checked="" type="checkbox"/> 1. Project Manager/Director | <input type="checkbox"/> 6. City Council approval (if required) |
| <input checked="" type="checkbox"/> 2. Risk Management/Budget <u>3/23</u> | <input checked="" type="checkbox"/> 7. City Manager <u>4-20-2010</u> |
| <input checked="" type="checkbox"/> 3. City Attorney <u>3/22</u> | <input checked="" type="checkbox"/> 8. City Clerk <u>JW 4-20-2010</u> |
| <input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents) | <input type="checkbox"/> 9. Originating Department |
| <input type="checkbox"/> 5. Department Director | |

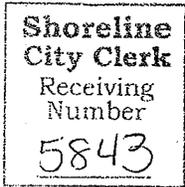
PRIOR TO EXECUTION - MUST BE ATTACHED

For Public/Small Works Contracts:

- Contractor Responsibility Form W-9 Form
- Contract Bond/In Lieu of Form
- Certificate of Insurance

For Service Contracts:

- Certificate of Insurance
- W-9 Form



Contract No. 5843

Brief Description: Animal Sheltering

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, 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, not to exceed a maximum of \$50,000 for 2010, including all fees and those reimbursable expenses 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.** 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. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

A. The term of this Agreement shall commence May 1, 2010 and end at midnight on the 31st day of December, 2010. However, if the maximum compensation amount of this contract is reached prior to the end of the contract term and the contract is not amended to provide for a greater maximum compensation amount, PAWS shall have no obligations for the remainder of the contract term. PAWS agrees however to notify the City when it is within \$7,000 of the maximum compensation amount of this contract so that the City has the time to amend the contract if so desired.

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 reports, or other material prepared by PAWS pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, PAWS shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due PAWS. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. PAWS reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If, upon written notice from PAWS that PAWS is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Management of Documents.

- A. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- B. PAWS shall preserve the confidentiality of all City documents and data accessed for use in PAWS' work product.
- C. PAWS agrees to provide the City with all Shoreline-related documents responsive to public records requests received by the City.

6. Independent Contractor Relationship.

- A. PAWS is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between PAWS and the City during the period of the services shall be that of an independent contractor, not employee. PAWS, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, PAWS shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and PAWS shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by PAWS is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PAWS or any employee of PAWS.

7. Hold Harmless.

PAWS 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 resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of PAWS, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or intentional acts of the City.

The City shall defend, indemnify, and hold PAWS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the City, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or intentional acts of the PAWS.

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 their Contract 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. The City shall be named as an additional insured on this policy. The Agency 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.

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

City of Shoreline:
City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

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: John Norris, CMO Management Analyst.

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.

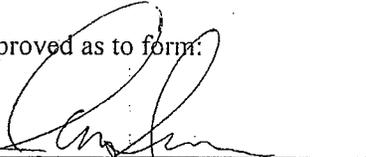
This agreement is executed by:

CITY OF SHORELINE

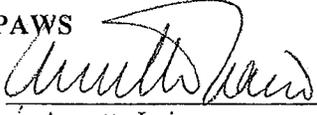
By: 
Name: Robert L. Olander
Title: City Manager

Date: 4/12/10

Approved as to form:

By: 
Ian Sievers
City Attorney

PAWS

By: 
Name: Annette Laico
Title: Executive Director

Date: 4/12/10

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).
- 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 can not 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 Shoreline 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, City ordinances, and promptly provide subsequent amendments affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official 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 Shoreline Animal Control Officers 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 Shoreline 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. 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.

- 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.

2. Compensation

In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$145.00 for each animal brought to PAWS from the City's jurisdiction provided that no fee will be charged to the City for animals that are brought to PAWS by City officials and released to their owners prior to applicable holding period expiring pursuant to Section 1.E of this Scope of Work. This includes licensed or unlicensed stray animals found within the City limits of Shoreline and brought to PAWS by a Shoreline Animal Control Officer.

PAWS may also charge the City a per day fee of Twelve Dollars (\$12.00) 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 payment 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.

EXHIBIT B

**CITY OF SHORELINE
BILLING VOUCHER**

17500 Midvale AVE N, Shoreline, WA 98133-4905 v (206) 801-2700 v Fax (206) 546-7870

Contract No. 5843

Firm Name: PAWS – Progressive Animal Welfare Society, Inc.

Mailing Address: PO Box 1037, Lynnwood, WA 98046

Invoice No.: _____	Invoice Date: _____
Amount of Invoice: \$ _____	

Contract Expiration Date: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount (including amendments)	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____	Date: _____
City of Shoreline	



CERTIFICATE OF LIABILITY INSURANCE

OP ID SR
PAWS5-1

DATE (MM/DD/YYYY)

04/13/10

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 2000 Seattle WA 98101-1637 Phone: 206-623-7035 Fax: 206-682-4993	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Progressive Animal Welfare Society (PAWS) PO Box 1037 Lynnwood WA 98046	INSURER A: Great American Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC2254305	03/15/10	03/15/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 Comp Ded <input checked="" type="checkbox"/> \$500 Coll Ded	CAP2254306	03/15/10	03/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	PAC2254305 WA STOP GAP	03/15/10	03/15/11	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City is additional insured with respects liability arising out of operations by or on behalf of the Named Insured for General Liability per form CG8224 attached.
 Insurance is Primary and Non Contributory
 Contract #5843 - Animal Sheltering

CERTIFICATE HOLDER

CANCELLATION

City of Shoreline City Manager 17500 Midvale Avenue North Shoreline WA 98133-4905	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/01)

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