

**AGREEMENT  
between  
WASHINGTON STATE UNIVERSITY  
and  
QUINCY POLICE DEPARTMENT  
QUINCY ANIMAL SHELTER**

This Agreement is between the Quincy Police Department (QPD) contracting agency for operation of the Quincy Animal Shelter, Inc. (QAS) and Washington State University (University) through its College of Veterinary Medicine (CVM). QPD has offices at P.O. Box 426, 104 B ST SW, Quincy, Washington, 98848, and QAS has offices at 18673 Road 9 NW, Quincy, Washington, 98848-1927. University is a state institution of higher education in the state of Washington, located at P.O. Box P.O. Box 647010, Pullman, Washington, 99164.

**Purpose**

The City of Quincy and QPD has the care of property and the management of funds under Revised Code of Washington 36.32.120(6) to address ownerless companion animals; and

The University needs dogs for veterinary teaching purposes and post mortem tissue harvest; and

Veterinary teaching purposes include canine spay/neuter and return procedures, vaccinations, and implantation of computer microchips. These procedures may enhance the likelihood of finding new owners for abandoned, stray, surrendered, seized or other dogs from QAS; and

QAS is currently euthanizing animals that are not transferred to new owners; and

The University is willing to provide euthanasia and disposal services for dogs, and the use of resultant cadavers and tissues for educational and research purposes by the University will be of substantial benefit to its veterinary program and to the people of the state of Washington; and

The University will treat the dogs in a humane manner in accordance with University policy, state, and federal law; and

QPD and QAS deems it in the public interest to enter into a contract with the University for a spay/neuter return program, euthanasia service, and disposal of euthanized dogs;

**Terms and Conditions**

Therefore, the Parties agree as follows:

**A. Responsibilities of the Parties**

1. QAS agrees to provide to the University with live dogs for no-charge

spay/neuter return, vaccination, and implantation of microchips for identification. These shall be dogs that are over 6 months of age and QAS deems in its sole discretion to be reasonably likely to be placed with new owners. The University agrees to perform these services at no charge, but reserves the right to refuse service for any animal, when in the University's sole judgment, accepting that animal or providing those services threatens the health, safety, or security of individuals, the animal involved, or any other animal at the University. The University estimates that it can provide services for up to twenty (20) dogs per month. Services for more than 20 dogs in any given month will be provided subject to availability and capacity and upon the mutual agreement of the Parties.

2. QAS agrees to provide live dogs deemed to be unlikely to be placed with new owners and which are scheduled for euthanasia. The selection of those dogs will be in accordance with QAS standards, applicable law, and city and county ordinances and will be determined in QAS's sole discretion. These dogs will not be used for any teaching or research procedure prior to the process of initiating euthanasia and, absent a justifiable delay, will be euthanized within 48 hours of their arrival at the University. In the event of a justifiable delay, euthanasia will be scheduled as soon as possible after the event causing that delay. A justifiable delay is one that is unanticipated and necessary due to the safety or security of either animals or people.
3. QAS agrees to provide any fresh, frozen small animal cadavers on hand at the day of pick up by the University for use of, and disposal by, the University.
4. The University will not accept animals that are currently licensed under any state law, or county or municipal ordinance. It will not accept living stray or abandoned animals with indices of ownership such as microchips, tattoos, or identification tags of any sort at the time they are picked up by the University, except and unless such animals were surrendered by previous owners to QAS. QAS will inspect all dogs for indices of ownership prior to pick up by the University. In the event the University discovers any indicia of ownership on an animal from QAS, and such animal is not identified and documented by QAS as owner surrender, the University will cancel any scheduled procedure and return the animal to QAS.
5. QAS will keep any impounded animals as required by City of Quincy and Grant County ordinance(s). In addition, QAS agrees to hold dogs selected for spay/neuter return or euthanasia for a period of fourteen (14) calendar days prior to pick up by the University from the QAS facility.
6. The University agrees to pick up and return the dogs at QAS and will assume all costs for transportation, holding, conditioning, feeding, and housing the dogs at the University. The University assumes all

responsibility for compliance with any applicable laws or regulations while the QAS animals are in its care. The University will pick up dogs from QAS on the Monday before their scheduled spay/neuter procedure. Upon the Parties' verbal agreement, other pick-up days of animals scheduled for spay/neuter or euthanasia may be arranged as needed.

7. If impounded animals are kept at QAS beyond the agreed upon delivery date for the convenience of the University, the University agrees to pay two dollars (\$2.00) per day per animal as a boarding fee; provided that such holding will be done only if it does not interfere with normal QAS operations.
8. If any individual at the University wishes to apply for ownership of a QAS animal, that person must apply through QAS and pursue and arrange for placement solely with QAS. All spay/neuter return animals will be returned to QAS after their surgical procedure.
9. QAS takes responsibility for compliance and will assure the University that any animal delivered to it has been held by the control facility for the period required by City of Quincy or Grant County ordinances. (Spay/neuter dogs will be held as set forth in paragraph 4 for fourteen (14) calendar days.
10. If any provision of this Agreement is held to be illegal or in conflict with any law of the state of Washington or other law(s), the validity of the remaining portion or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
11. QAS will not procure animals to fulfill any obligation under this agreement other than through the ordinary and normal course of enforcing the City of Quincy or Grant County animal control ordinances.

#### **B. Other Terms and Conditions**

1. Comply with Law: The Parties will comply with all federal, state, and local laws applicable to the action in performance of this Agreement.
2. Invoicing: In the event of a delay for the convenience of the university as specified in A. 7. above, QAS will submit an invoice to c/o Fiscal Officer, Department of Veterinary Clinical Sciences, College of Veterinary Medicine, Washington State University, Pullman, Washington 99164-7010 for payment.
3. No Assignment: The work to be provided under this Agreement is not assignable or delegable by either Party without the written consent of the other Party.

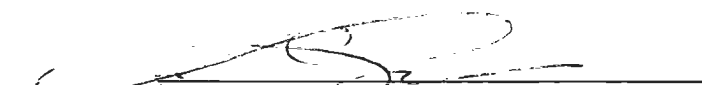
4. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind either Party.
5. Termination for Convenience: Either Party may terminate this Agreement for any reason at any time upon thirty (30) calendar days' written notice to the other Party. The Parties will be liable only for obligations incurred up to the date of termination.
6. Term: This Agreement will be effective when the last signatory executes this Agreement on the 7<sup>th</sup> day of February 2012. This Agreement will be in effect for a period of one year from its effective date, and will be automatically renewed upon expiration for successive one-year periods, unless terminated by either Party pursuant to the provisions of paragraph 1.
7. Renewal: At the time of any annual renewal date, this Agreement may be modified by mutual agreement of the Parties, executed in writing by the officials executing this agreement or their successors, and appended to this document. If QPD, QAS or the University wishes to negotiate a modification of this Agreement, they will notify the other Party thirty (30) days prior to the expiration of the current contract term.


**Signatures**


The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

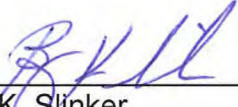
**QPD, QAS**

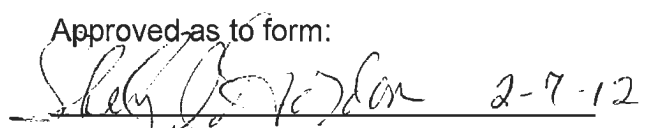
**WSU**

  
 \_\_\_\_\_  
 Debbie Latimer  
 Manager, Quincy Animal Shelter  
 Date: 2/2/12

  
 \_\_\_\_\_  
 Amanda N. Owen  
 Contracts Manager  
 Washington State University  
 Date: 2/7/12

  
 \_\_\_\_\_  
 Richard E. Ackerman  
 Chief of Police, City of Quincy  
 Date: 02.02.12

  
 \_\_\_\_\_  
 Bryan K. Slinker  
 Dean, College of Veterinary Medicine  
 Date: 2-6-12

Approved-as to form:  
  
 \_\_\_\_\_  
 Sherry Gordon, WSBA 20192  
 Agreement between WSU and  
 Quincy Police Department and Quincy Animal Shelter

Sherry Gordon  
Assistant Attorney General

Date: \_\_\_\_\_