

## SERVICE AGREEMENT

This Agreement is entered into between Jefferson County, a political subdivision of the State of Oregon, (“County”) and BrightSide Animal Center, a nonprofit organization, (“Contractor”) for the provision of temporary and emergency dog pound services.

### RECITALS

1. The County is obligated under ORS 609.090 to either provide an adequate and sanitary dog pound or contract for care of dogs impounded pursuant to ORS chapter 609 or the Jefferson County Code.
2. The County-owned kennel will not have a contracted operator effective July 1, 2024.
3. Contractor is willing and able to provide care for dogs impounded by law enforcement or dog control within Jefferson County.

### TERMS

1. Effective Date and Duration. This Agreement is effective July 1, 2024 and will remain in effect through January 1, 2025 unless terminated in accordance with Section 11 of this Agreement or extended in writing signed by both parties.
2. Rate. County will pay to Contractor \$30 per indoor kennel per day for an amount not to exceed \$27,600 to be paid in full on the first effective date of the Agreement. County will pay Contractor \$3 per license issued for Jefferson County dogs.
3. Scope of Work. Contractor to provide care for dogs impounded by law enforcement or dog control in accordance with industry standards for animal rescue entities and standards of care in animal shelters. Jefferson County Sheriff’s Office and Madras Police Department (JSCO/MPD) will deliver impounded dogs to Contractor’s location in Redmond, OR. Contractor shall provide JSCO/MPD 24-hour/7-day per week access to the facility for the lodging of impounded animals.
4. Holding Period. Dogs impounded for running at large will be held for a minimum of five days, all other dogs will be held in accordance with applicable law. Stray dogs brought in by other than law enforcement may be held at Contractor’s discretion and depending on capacity. Jefferson County cats may be cared for at Contractor’s discretion. Animals brought in as part of a rescue or seizure operation will be held as directed by County. To the best of its ability, County will provide notification to Contractor of its need for assistance and housing of animals seized in hoarding or other cases requiring seizure.
5. Ownership Status. Unless otherwise directed by an authorized representative of the County, law enforcement or a court having jurisdiction, all animals not returned to their keepers shall become property of Contractor after the expiration of the applicable holding period set forth in

this contract. After the applicable holding period, Contractor shall have sole authority to make all adoption, euthanasia, and other outcome decisions.

6. **Emergency Care.** Contractor may require the JCSO/MPD to seek emergency care for an animal prior to receiving it at the shelter when there appears to be an extreme medical condition or if there is no veterinarian onsite to provide treatment. Once an animal is accepted into the shelter, the animal becomes the sole responsibility of Contractor. Any expense incurred by the JCSO/MPD Police Department in pre-shelter treatment shall be the responsibility of the JCSO/MPD. Animals with extreme medical conditions will not be left at the shelter after hours or without first communicating with Contractor staff. A medical emergency fund in the amount of \$5,000 will be established and funded by County and made available for an as needed base for medical cases when a vet is not on site or service is beyond Contractor's care ability.
7. **Impound Process.** If the owner of an animal is taken into custody by JCSO/MPD, Contractor shall provide ownership release paperwork to the Office or Department, who should deliver the release authorization to the person in custody from whom the animal was taken. The release paperwork shall recite redemption requirements, provide the option to surrender custody of the animal(s), and shall serve as the notice required by this section. At that time, the in-custody person should also be given the option of releasing the animal to another person, provided that the animal is subject to release under applicable law. JCSO/MPD deputies/officers or agents shall provide the following information to Contractor for all animals at the time of impound:
  - a. Date of impound.
  - b. Source of impoundment, including name of officer/deputy.
  - c. Reason for impoundment.
  - d. Location, including street address if known, where animal was picked up.
  - e. Designated holding period and any special instructions, including, but not limited to specific instructions regarding the holding, release, or disposal of the animal.
  - f. Name of judicial officer who ordered the animal held, if any.
  - g. General description of the animal, including breed if known.
  - h. Owner name, address, and phone number, if known.
8. **Equipment.** County to provide 10 kennels (5 inside and 5 outside), per Contractor's specifications. All other equipment, including feeding bowls, blankets, etc. will be provided by Contractor. County will retain ownership of the kennels and will remove kennels upon termination of Agreement.
9. **Disposal.** Contractor shall keep complete and accurate records of all animals which are disposed of and will make such records available to County upon request. The County will be responsible for cremation fees associated with animals disposed of under its direction at a rate of \$1.00 per pound. Contractor will be responsible for the disposal and cremation of any deceased animals in its care.
10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the services provided under this Agreement,

including wage and hour laws. Contractor shall provide required Workers' Compensation coverage.

11. Termination. This Agreement may be terminated by mutual consent of the parties or may be terminated by either party upon 60-day written notice to the other party. Termination shall not excuse payment for expenses properly incurred prior to notice of termination or payment for expenses properly incurred while transitioning animals out of Contractor's facility. Neither party shall be liable for indirect or consequential damages arising from termination under this section.
12. Obligations on Termination. Upon termination of this Agreement for any reason, County will remove its equipment from Contractor's facility and will remove any dogs required to be impounded pursuant to county code, state law or court order.
13. High-Save Shelter and Euthanasia Policy. Contractor is committed to being a high-save shelter and is firmly opposed to convenience euthanasia. Contractor prioritizes the preservation of life for all animals under its care. County agrees that no euthanasia of animals in its care will occur during the term of this contract, except in court-mandated cases or when a veterinarian determines that the animal is dangerous to the public or is too sick or injured to be saved. In the event that Jefferson County adopts a model or policy that includes euthanasia as a standard practice ("euthanasia model"), Contractor reserves the right to sever its relationship with County immediately notwithstanding Section 11 of this Agreement. Upon notification of the adoption of the euthanasia model, this Agreement shall be considered terminated without further obligations or penalties to Contractor.
14. Insurance. In conjunction with all services performed under this Agreement, Contractor shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$2,000,000 for bodily injury, personal injury or property damage.
15. Attorney Fees. In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.
16. Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow County the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after County makes final payment and all other pending matters are closed.
17. Contractor warranty and covenant concerning tax law compliance. Contractor represents and warrants that it has complied with the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor

covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before Contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

JEFFERSON COUNTY:

\_\_\_\_\_

Commission Chair

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner