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**CLARK COUNTY
STAFF REPORT**

DEPARTMENT: Community Development/Animal Protection and Control Program
DATE: May 21, 2013
REQUEST: Request the Board of County Commissioners approve an agreement between Clark County and Humane Society for Southwest Washington whereby Humane Society for Southwest Washington provides to Clark County pet spay/neuter assistance and education services. Authorize the County Administrator to sign contact.
CHECK ONE: X Consent CAO

BACKGROUND

The Community Spay/Neuter Assistance Program provides funding for Clark County organizations promoting animal welfare through the spaying and neutering of domestic pets. Pursuant to Board resolution, the Animal Protection & Control Advisory Board reviews submitted proposals for compliance with the spay/neuter program criteria and makes a recommendation to the County. 2013 is the 14th year of the program. The attached proposal and agreement provides for matching the County's consideration with funds from the Humane Society for Southwest Washington. The advisory board has recommended the County enter into agreement with the non-profit animal welfare organization for the amount of eight-thousand dollars (\$8,000.00).

COMMUNITY OUTREACH

The Community Spay/Neuter Assistance Program was developed over a five-year period by the Animal Protection & Control Advisory Board. The feedback received at the quarterly advisory board meetings and local animal interest events has been consistently positive in its support for the program.

BUDGET AND POLICY IMPLICATIONS

The proposed action is consistent with current county policy and programs. There are no budget implications. Funding for the agreement was provided within the 2013-2014 Animal Control budget.

FISCAL IMPACTS

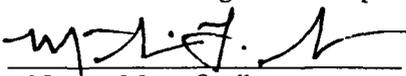
Yes (see attached form) No

ACTION REQUESTED

Authorize the County Administrator to approve and sign the attached agreement between Clark County and the Humane Society for Southwest Washington.

DISTRIBUTION

Please forward original copies to the Department of Community Development/Animal Control Program that will obtain vendors signature and provide copies to the Auditors office.


Name: Marty Snell
Title: DCD Director

Approved: 
CLARK COUNTY
BOARD OF COMMISSIONERS

May 28, 2013

SR 093-13



FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Granting \$15,000 in annual spay/neuter grants; \$8,000 in this Staff Report to HSSWW. Funding has been secured through GF Fund Balance.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 / GF Fund Balance	8,000					
Total	8,000					

II. A – Describe the type of revenue (grant, fees, etc.)

GF fund balance.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 / Animal Control	0	8,000					
Total	8,000	8,000					

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	8,000					
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	8,000	0	0	0	0	0

**CONTRACT FOR
SPAY AND NEUTERING PUBLIC EDUCATION & SERVICES**

THIS AGREEMENT is entered into this 28th day of May, 2013, by and between CLARK COUNTY, WASHINGTON (hereafter "County"), a municipal corporation of the State of Washington, and HUMANE SOCIETY OF SOUTHWEST WASHINGTON (hereafter "Contractor"), a non-profit corporation authorized to do business in the State of Washington.

WITNESSETH

WHEREAS, Clark County Code 8.01.060 provides for the revenue generated from pet license transactions to be used for public education and low cost spaying/neutering programs; and

WHEREAS, the Clark County Animal Protection and Control Advisory Board has reviewed the Contractor's program proposal and recommended that the Board enter into agreement with the Contractor for the delivery of a program encouraging the spaying and neutering of domestic pets;

NOW, THEREFORE, COUNTY AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. Contractor shall provide educational and low-cost spay/neuter assistance services for Clark County, as more particularly described in the attached Request for Proposal, incorporated herein by this reference.
2. Licensing Agent. Contractor shall be an active licensing agent for Clark County/City of Vancouver or prove that all animals are being licensed with Animal Protection Program.
3. Time. The contract shall be deemed effective beginning June 1, 2013.
4. Compensation. County shall pay Contractor payments of up to EIGHT thousand dollars (8,000.00) for performing said services, upon receipt of sufficient documentation as outlined in Section 6 below.
5. Audit. As a recipient of public funds, the Contractor agrees that the County, by and through the County Auditor, may, at reasonable times, audit the Contractor. Contractor agrees to make available all records, books, documents and reports relating to performance of this contract, which, in the discretion of the Auditor, are necessary for an accurate and complete audit.

6. Accountability. By the 13th day of August, 2013, the Contractor shall submit to the County, through the Animal Protection & Control Program, reports reflecting the number of animal-owners receiving assistance, the name and address of each animal owner, the animal type and gender, the date of the procedure, the veterinarian providing the surgical procedure, the veterinarian invoice number, and cost to the Contractor. The County shall provide the format for these reports or the forms themselves. Subsequent reports shall be submitted at three (3) month intervals during the duration of this Agreement.
7. Termination. The County may terminate this contract immediately upon any material breach by Contractor of the duties set forth in this Agreement, or upon immediate written notice to Contractor in the event that funding for the project ceases or is reduced in amount, or upon forty (40) days written notice by either party. The Contractor will be reimbursed for services expended up to the date of notice of termination of the Agreement, and must return all unexpended County funds upon such termination. County may or may not determine that Contractor is in breach, or may take or fail to take any action whatsoever without waiver of any rights hereunder or prejudice to those rights in the future.
8. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
9. Indemnification Clause. The Contractor does hereby release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor

specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

10. General Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain a policy or policies of comprehensive general liability insurance against claims and liability for bodily injury, or property damage, with combined single limit coverage in an amount of \$1,000,000 per occurrence, provided that if such policy is a blanket policy that covers multiple properties (other than the sites of the project), only that portion allocable to the project shall be payable hereunder.
11. Proof of Insurance. Contractor shall, within 30 days of the effective date of this Agreement, furnish to County, certificates indicating that the insurance required to be maintained by Contractor is in full force and effect; that County has been named as an additional insured to the extent of contractual liability assumed in this Agreement; and that any such policies will not be canceled unless thirty (30) days' prior written notice of the proposed cancellation has been given to County, together with proof that substitute policies are to be in effect before expiration of the policies to be cancelled.
12. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder, insofar as applicable to its employees, and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
13. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments

required by any local, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement. Contractor further warrants to assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

14. Contract Documents. Contract documents consist of this agreement and Exhibit "A," which consists of a Request for Proposal for the services of spaying/neutering incentive and education programs, and Exhibit "B" which consists of a Proposal for Services. In the event of a conflict in language between any of the contract documents, the language of this Agreement will take precedence and control over the exhibits, and Exhibit A will take precedence and control over Exhibit B.
15. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin, and shall hold the County harmless and accept exclusive liability from any such claims.
16. Governing Law. This Agreement shall be governed by the laws of the State of Washington, notwithstanding any conflicts of law. Venue for any litigation shall be Clark County, Washington.
17. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. In the event such conflict arises, Contractor will immediately notify County, and County may, at its discretion, immediately terminate the Contract. This Contract further covenants that in the performance of this Agreement, no person having such interest shall be employed.
18. Consent and Understanding. This Agreement contains a complete and integrated understanding of the agreement between the parties, and supersedes any understandings, agreements, or

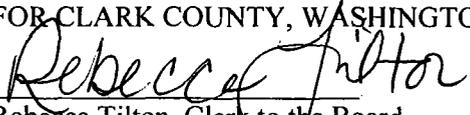
negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

19. Severability. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect, to the degree that the central purpose of the contract may be performed, and that its terms comply with applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written, and hereby attest by their signatures that they are duly authorized to bind the entities which they represent:

Attest:

FOR CLARK COUNTY, WASHINGTON


Rebecca Tilton, Clerk to the Board

APPROVED AS TO FORM ONLY

Tony Golik

Attorney

By 
Lare Watters
Deputy Prosecuting Attorney

By 
Bill Barron, County Administrator

By _____
HUMANE SOCIETY OF SOUTHWEST WASHINGTON



Humane Society
FOR SOUTHWEST WASHINGTON

CLARK COUNTY
ANIMAL CONTROL

RECEIVED BY 

March 25, 2013

Animal Protection & Control Advisory Board
Attn: Adrienne Willows
PO Box 9810
Vancouver, WA 98666-9810

OFFICERS

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Tom "Mike" Anderson

Vice President
Donna Mason

Treasurer
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Dorn Swigert

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Jeff Woodside

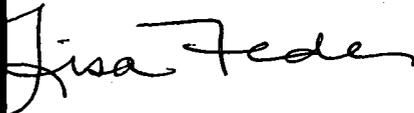
Dear Ms. Willows,

On behalf of Humane Society for Southwest Washington (HSSW), we are requesting a grant of \$10,000 to help fund spay and neuter surgeries in our community. We are grateful for the past support we have received from the Animal Protection & Control Advisory Board, and hope to continue this valuable partnership.

We are proud to be the only full service shelter in our community that accepts every companion animal brought to us. We work diligently to go above and beyond for each animal in need of care and assistance.

Thank you very much for your time and consideration of this request. Please contact me at 360-213-2612 if you have any questions or require any additional information.

With Best Regards,



Lisa Feder
Director of Shelter Operations

1100 NE 192nd Avenue
Vancouver, WA 98684

p • 360.693.4746
f • 360.693.2338
southwesthumane.org

www.southwesthumane.org

**2013 Community Spay/Neuter Assistance Program
Grant Application
Humane Society for Southwest Washington**

SUMMARY:

The Humane Society for Southwest Washington (HSSW) respectfully requests a grant of \$10,000 from the Community Spay/Neuter Assistance Program to continue our partnership benefiting Clark County's community and animals. These funds will allow us to provide a specific number of low-cost spay/neuter surgeries for low-income pet owners who would otherwise be unable to afford to alter their animals.

STATEMENT OF NEED:

Based on the 2000 US Census and HUD data, the zip codes with the lowest median household income in Clark County are also among the largest sources of owner surrendered and stray cats brought to our shelter. The majority of these cats are unaltered, indicating that there is likely to be a high number of unwanted litters in these neighborhoods.

Unaltered cats are much more likely to roam than an altered animal and contribute to the companion animal overpopulation problem by indiscriminant breeding. Of the 3,982 cats relinquished to the HSSW in 2012, approximately 83% were unaltered.

According to a 2009 recent peer-reviewed study in Journal of the American Veterinary Association (234:1023-1030), 91% of those surveyed in the \$35,000 to \$75,000 income bracket had their cats neutered or spayed, but only about 51% of those earning less than \$35,000 had done so.

The HSSW receives, on average, nearly 20 phone calls *each day* from people requesting assistance with low-cost spay/neuter surgery. Many people understand the need to alter their pets, but are unable to afford the cost of surgery at a private Veterinary Clinic.

For many years, Clark County had few resources for low-cost spay/neuter. We are pleased that the newly formed Spay & Save program - operated by the Animal Shelter Alliance of Portland (ASAP) - now offers affordable spay/neuter services for cats. Families who qualify for any government assistance program (such as food stamps, Medicaid, etc.) can get their cat altered for a low \$10 co-pay.

Through the Spay & Save program, cat owners who are not on government assistance, but meet low-income qualification guidelines, can get their cat altered for a higher co-pay. For male cats, the co-pay is \$33, and for females, \$49. Though significantly lower than private practice veterinary fees, this co-pay is still out of reach for many low-income clients.

PROGRAM DESCRIPTION:

Funds from the Clark County Spay/Neuter Assistance Fund will allow us to provide this service for a lower co-pay – just \$20, whether male or female. We anticipate that some percentage of clients will need additional financial assistance.

All participants in this program will be required to purchase a Clark County license, if the cat is not currently licensed. If the client is unable to afford the \$10 license fee, we will lower the co-pay to just \$10. With our goal of 200 surgeries, this will provide an additional \$2,000 of revenue for the County through licensing.

The overriding goal of this program is to reduce the number of cats and unwanted litters of kittens brought to the Shelter. We believe this program will be successful because we will promote spay/neuter surgery options to the affected areas of the community, as opposed to waiting for the community to come to us.

Based on experience with similar programs, we anticipate that available surgery appointments will fill quickly through word-of-mouth and media announcements. In addition, we plan to reach out to low-income pet owners through existing social service networks, such as housing authorities, programs for homeless people, food programs, public health clinics, etc.

Funds from the Clark County Spay/Neuter Assistance program will allow us to provide a total of 200 spay/neuter surgeries. Based on experience with similar programs, we anticipate 50% will be neuters, and 50% spays. Surgery appointments will be available 4 days/week at our on-site clinic. Participants will be asked to provide proof of residency in Clark County. Additionally, in keeping with WA state Veterinary Board requirements, each client will need to provide proof of low-income status at the time of appointment.

EVALUTION:

This project will be evaluated by tracking the number of surgeries completed, and by comparing the number of animals from these locations brought to the shelter the following year.

ORGANIZATIONAL INFORMATION:

HSSW was established in 1897 and incorporated in 1965. For 109 years we have served animals and people in all of southwest Washington, including Clark and Skamania Counties. Our mission is to foster a community where all creatures are treated with compassion and respect. We are proud to be the only full service shelter in our community that accepts every animal brought to us. We work diligently to go above and beyond for each animal in need of care and assistance.

The Humane Society for Southwest Washington is also Clark County's largest active licensing agent. All animals that are adopted or redeemed must be licensed before leaving the building. In addition, we work closely with Animal Protection & Control to promote licensing as an essential part of responsible pet ownership.

CONCLUSION:

Pet overpopulation continues to be a serious problem. In order to help stop the suffering of animals and save lives, it is important to reach out to the public and educate them about the seriousness of this issue. Pet owners in the targeted communities will have a greater awareness our services, and – most importantly – will have an affordable option for spay/neuter surgery. In addition, our mandatory licensing requirement will provide much-needed revenue, as well as access to owners that would not likely license their cat.

Support from the Clark County Spay/Neuter Assistance Program will enable us to perform provide a much-needed service, and continue our collaboration in promoting animal welfare.

PROGRAM BUDGET:

Expenses:

100 cat neuters (\$60/neuter)	\$6,000
<u>100 cat spays (\$75/spay)</u>	<u>\$7,500</u>
Total	\$13,500

Revenue:

75% Co-pay @ \$20	\$3,000
25% Co-pay @ \$10	\$500
<u>CCSNAP Grant</u>	<u>\$10,000</u>
Total	\$13,500

negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

19. Severability. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect, to the degree that the central purpose of the contract may be performed, and that its terms comply with applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written, and hereby attest by their signatures that they are duly authorized to bind the entities which they represent:

Attest:

FOR CLARK COUNTY, WASHINGTON


Rebecca Tilton, Clerk to the Board

APPROVED AS TO FORM ONLY

Tony Golik

Attorney

By 

Lare Watters

Deputy Prosecuting Attorney

By 

Bill Barron, County Administrator

By 
HUMANE SOCIETY OF SOUTHWEST WASHINGTON