

Sub
11/11

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 JAWS whereby JAWS 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 JAWS. The advisory board has recommended the County enter into agreement with the non-profit animal welfare organization for the amount of three-thousand dollars (\$3,000.00).

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 monthly 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

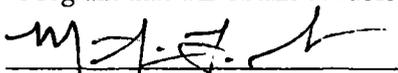
Yes (see attached form) No

ACTION REQUESTED

Authorize the County Administrator to approve and sign the attached agreement between Clark County and JAWS.

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 095-13



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; \$3,000 in this Staff Report to JAWS. 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
GF Fund Balance	3,000					
Total	3,000					

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

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
DCD / Animal Control		3,000					
Total		3,000					

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	3,000					
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	3,000					

**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 JAWS (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 THREE thousand dollars (3,000.00) 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

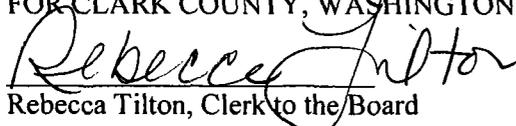
negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

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 _____
JAWS



Dear Advisory Board Members,

March 21, 2013

I am writing this letter to you as a concerned applicant for the Community Spay Neuter Grant.

In 1990 when we started the process of creating this fund, with Tim Jennings, it was to help the smaller non-profits that could not get enough funding by local means of fund raising, and grant writing. It was to help all of us continue to spay and neuter the many pets for the low-income pet owners that are in need of financial help. This fund was based off of the financial budget with the spays neuter totals that we provided in testimony in front of both the county and city commissioners. JAWS was the only group to provide this information and go before the commissioners.

The last few years the majority of the grant money has been given to the local humane shelter. While this is a very deserving organization the fact is that they receive many more donations, and have more financial backers, personnel and volunteers to fund raise. They also have been very successful in obtaining large grants for spay and neuter in the past few years.

Smaller non-profits like JAWS rely on one person such as myself to perform the litany of tasks needed to keep the funding for the spay and neuter program for low-income pet owners. JAWS does not have numerous volunteers to hold large fund-raisers. Some of the grants JAWS has applied for have been un-successful do to the size of our organization; and not being able to follow the guidelines as outlined in the larger grants.

With the criteria of getting the pet licensed, collecting the money and all of the added time/bookwork / expense to JAWS, this places an ever increasing financial burden on the JAWS spay neuter program. The past few years the majority of the referrals I receive from the Humane Society are for dogs. This is very costly to the JAWS spay neuter program. I have had to cut back by only spaying and neutering dogs under 50 pounds. Almost every Chihuahua and Chi/Mix are Crypt-orchid. This increases the cost that the pet owner must pay and many dogs will not be spay/neutered because the owners simply can't come up with the additional funds.

I am asking that you consider this when you make your decisions for the community spay neuter grant monies for the year 2013-2014. In all fairness I believe the grant money should be as evenly split between the groups that apply as it possibly can. I know JAWS could use the help.

I have supported this fund for many years as a responsible pet owner. I license my pets every year and have done so for at least 30 years.

Thank you for your consideration on this matter.

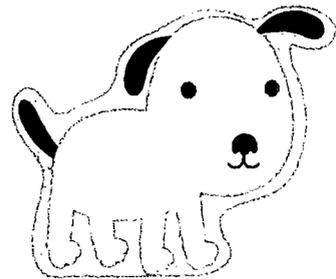
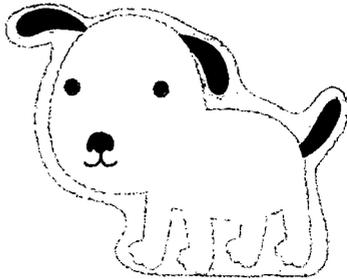
Regards,

Jodene Wilhoit
Treasurer JAWS



Application for Community Spay/Neuter Funding

March 29, 2013



Justice for Animal Welfare Society

PO Box 2247

Vancouver, Washington 98668

Ph: 360-693-8521... Fax: 360-887-0450

Email: Spotme09@Q.com

RECEIVED
CLARK COUNTY

MAR 22 2013

COMMUNITY DEVELOPMENT
ADMINISTRATION

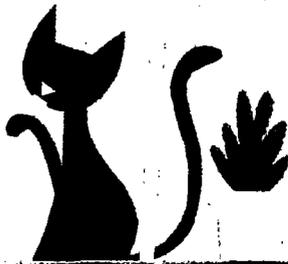


Table of Contents:

- Application
- CSNAP Spay/Neuter Totals for 2012-2013
- Spay /Neuter Totals by Type & Sex
- JAWS Spay/Neuter Totals 2012
- Expenses for 2012
- Copy of Liability Insurance



J.A.W.S.
JUSTICE FOR ANIMAL WELFARE SOCIETY

Justice for Animal Welfare Society
PO Box 2247, Vancouver, WA. 98668

Application for Community Spay/Neuter Assistance 2013

Summary:

- **JAWS is a local non-profit animal welfare organization located in the county of Clark, and the city of Vancouver, Washington. We help Low-income, Fixed income, Disabled and Homeless persons with the Spaying and Neutering of their pets at an affordable cost.**

Statement of Need:

- **JAWS is one of the only low-cost Spay and Neuter programs for low-income families in Clark County. As stated above, we help a wide range of low-income persons with their pets. Since September of 1990 JAWS has spayed and neutered over 16,000 pets in our community. Last year (2012), JAWS spayed and neutered 310 dogs and cats in the Vancouver, Clark County area.**
- **We are effectively reducing the numbers of UN-wanted pets in our community by offering the pet owners a way in which they can get their pets altered at an affordable price.**
- **With the Community Spay/Neuter funding we were able to reach out and help more people with their pets.**

Program Description:

- **Depending on the pet owners income, the JAWS spay/neuter program will pay for half (1/2) of the cost for the spay or neuter,**
- **If the owner has no funds in which to pay their half, JAWS pays the total cost to alter the pet.**
- **We are currently working with several different veterinary clinics that have offered their services for spay/neuter at a reduced rate.**

Evaluation:

- **The community spay/neuter fund has helped us reach many more pets in need for Spay/Neuter. The JAWS organization averaged 12 animals a month for spaying and neutering in 2012-2013 with the Community Spay Neuter grant.**
- **JAWS uses a data base program and Excel spread sheets to accurately enter pet information and costs.**

Organizational Information:

- **JAWS is a 501(c) 3 non-profit animal welfare organization, we have no paid staff. JAWS receives no Federal or State funding. JAWS relies solely on fund-raising activities, private donations, and grants. JAWS is one of the only all-volunteer organizations that has a truly affordable spay/neuter program for the low-income citizens of Vancouver and Clark County. JAWS fills a necessary void, for the pet owners that cannot afford the cost of altering their pet.**

Conclusion:

- **Our goal is to keep helping the pets in our community, by not reproducing. The JAWS organization is dedicated to our community, by keeping the low-cost spay/neuter program funded. Without the cooperation of the many Veterinarians that work with the JAWS programs, we could not possibly get all of the pets in need of our services, Spayed or Neutered.**

Program Budget:

- **The Justice for Animal Welfare Society is applying for the amount of Five Thousand Dollars (\$5000.00) for the JAWS spay/neuter program. Last year (2012) we were able to spay and neuter 86 pets with the Community Spay Neuter grant. The average cost per was \$40.70. The main focus of JAWS is to Spay & neuter as many pets as our budget will allow.**

Respectfully Submitted,



Jodene Wilhoit

Spay/Neuter Coordinator
Treasurer, JAWS

Email: Spotme09@Q.Com

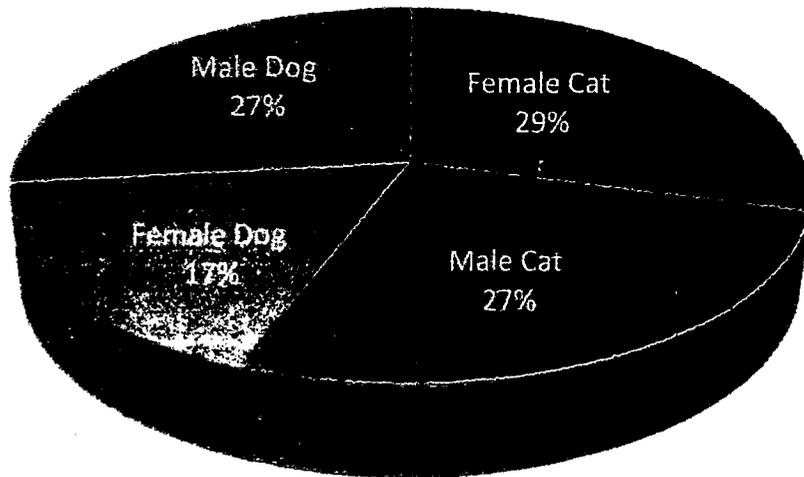
We're Making a Difference, One Spay Neuter at a Time!



JAWS Community Spay Neuter Fund Final Report
July 01, 2012 to March 07, 2013

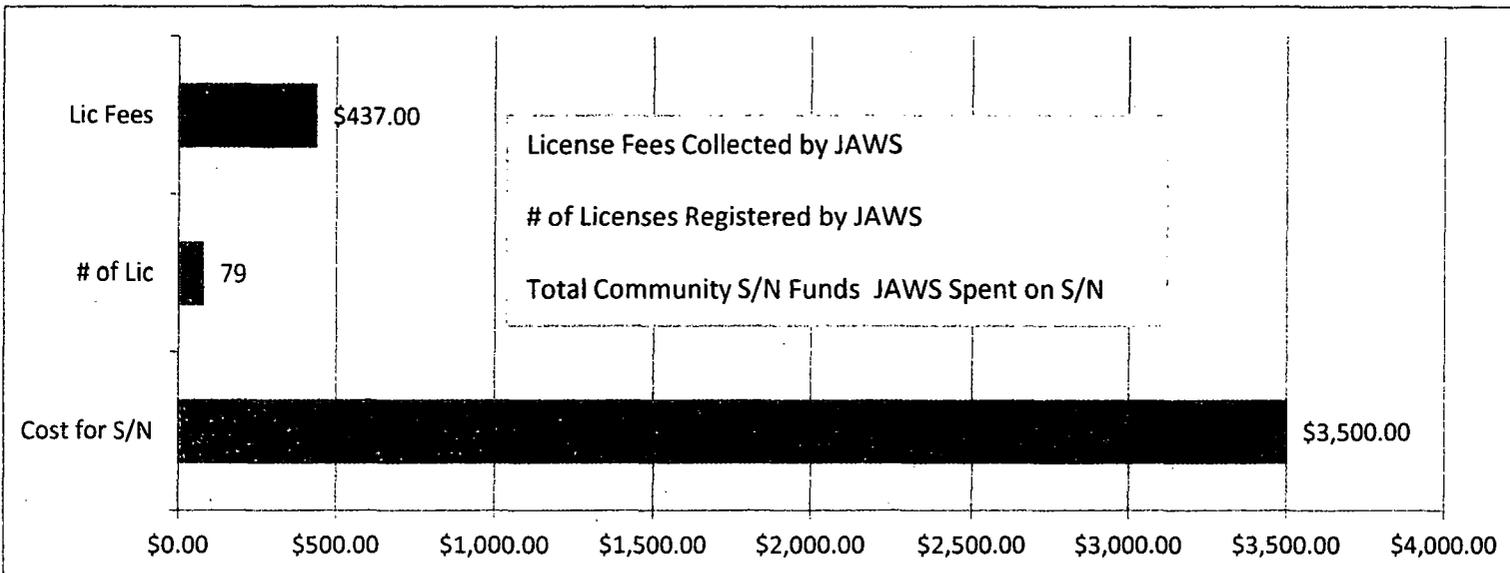
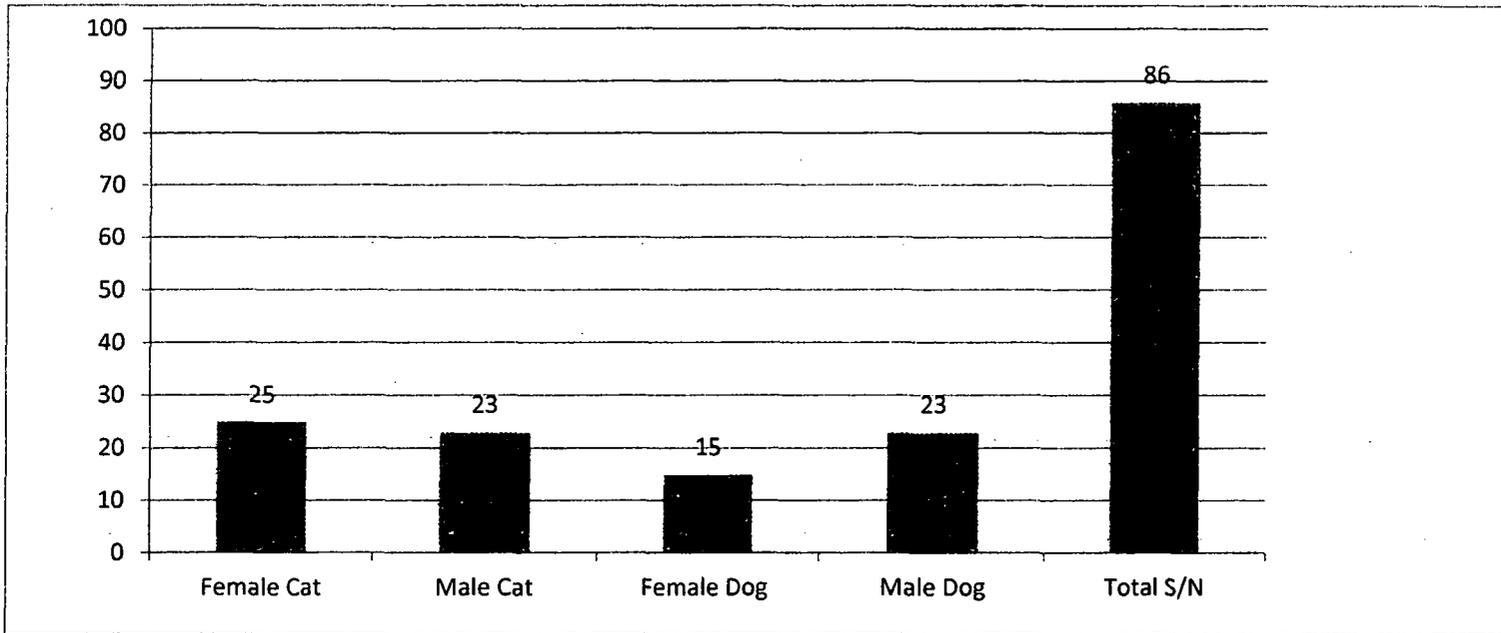
Month	Female Cat	Male Cat	Female Dog	Male Dog	Total S/N	Cost for S/N	# of Lic	Lic Fees
Jul-12	1	0	0	0	1	\$24.50	1	\$10.00
Aug-12	2	2	0	0	4	\$120.00	3	\$10.00
Sep-12	5	4	1	3	13	\$455.00	13	\$48.00
Oct-12	7	3	1	2	13	\$591.48	12	\$82.00
Nov-12	3	3	0	7	13	\$554.96	12	\$64.00
Dec-12	2	2	4	4	12	\$512.76	12	\$50.00
Jan-13	4	4	3	1	12	\$454.00	11	\$78.00
Feb-13	1	4	6	4	15	\$694.06	12	\$69.00
Mar-13	0	1	0	2	3	\$93.24	3	\$26.00
Total	25	23	15	23	86	\$3,500.00	79	\$437.00

Female Cat	Male Cat	Female Dog	Male Dog	Total S/N	Cost for S/N	# of Lic	Lic Fees
25	23	15	23	86	\$3,500.00	79	\$437.00



% Cats	56%
% Dogs	44%
	<hr/>
	100%

JAWS S/N Final Report by Type & Sex



Average Cost to Spay/Neuter Pets \$40.70

Spay Neuter Totals for 2012

The last 2 years JAWS has been getting mostly K-9 referral's,

This has put a strain on the budget for Spay & Neuter, as you can see from past reports.

2010-2011 S/N Totals

	Female Cat	Male Cat	Female Dog	Male Dog	Total
2010	263	202	131	123	719
2011	138	118	97	85	438

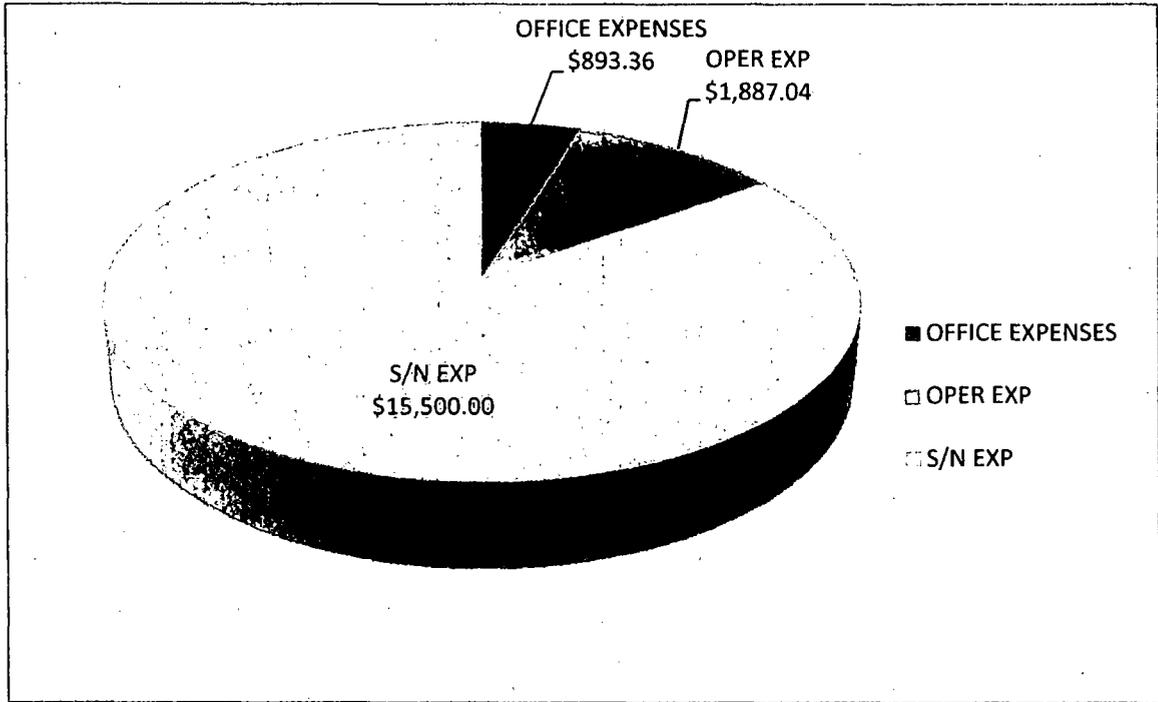
Total S/N for 2012

	Female Cat	Male Cat	Female Dog	Male Dog	Total
2012	87	90	69	64	310

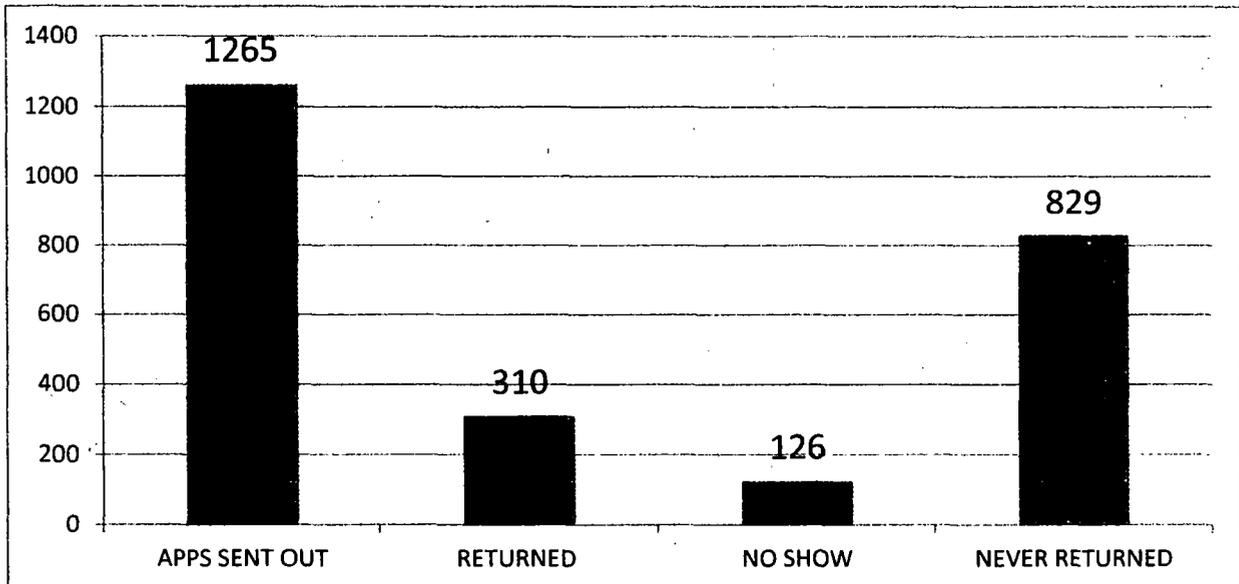
Total S/N since 1990 - 16,331

JAWS Expenses for 2012

OFFICE EXPENSES	OPER EXP	S/N EXP	TOTAL EXP
\$893.36	\$1,887.04	\$15,500.00	\$18,280.40



APPS SENT OUT	RETURNED	NO SHOW	NEVER RETURNED
1265	310	126	829



9 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and ar
53 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
VY insurance company of The Hartford Insurance Group shown below.

SBM

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3

Policy Number: 52 SBM VY3349 SC



SPECTRUM POLICY DECLARATIONS

ORIGINAL

03978
*0100252VY33490113

Named Insured and Mailing Address: JUSTICE FOR ANIMAL WELFARE
(No., Street, Town, State, Zip Code) SOCIETY
PO BOX 2247
VANCOUVER WA 98668

Policy Period: From 07/21/12 To 07/21/13 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: NICHOLSON & ASSOCIATES INS LLC
Code: 812271

Previous Policy Number: 52 SBM VY3349

Named Insured is: NON PROFIT

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$425 MP
IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by

Robin Anderson
Authorized Representative

Animal Protection and Control**Community Spay / Neuter Assistance Program**

Clark County and the city of Vancouver have provided \$15,000 to the Community Spay/Neuter Assistance Program to assist local organizations with programs dedicated to spaying and neutering domestic animals. The Clark County Animal Protection and Control Advisory Board is now accepting applications for these grant funds through March 29, 2013.

The application deadline is 5 p.m. on March 29, 2013. Applications can be submitted by:

Mail Animal Protection and Control
PO Box 9810
Vancouver WA 98666-9810

Fax (360) 759-6807

Email adrienne.willows@clark.wa.gov

Delivery Animal Protection and Control
1300 Franklin Street, third floor
Vancouver WA 98660

Please call extension 4705, 5852, or 2096 at the third floor reception window.

The Animal Protection and Control Advisory Board will review the applications and recommend fund recipients to the Board of Clark County Commissioners for further consideration. Preference is shown to applicants requesting matching funds. Applicants must be active licensing agents for Clark County and all animals must be licensed within Clark County.

Application

Please use the following format when preparing your application. You may also attach additional information if necessary.

Summary

Give a brief one or two sentence summary of your proposal.

Statement of need

Address the needs of both the community and your organization.

Program description

Give a detailed description of your proposal.

Evaluation

Provide proposed method of evaluating the effectiveness of your program.

Organization information

Give general background information about your organization or project.

Conclusion

Give a general summary of your goals and objectives.

Program budget

Give a proposed expense and revenue summary.

The advisory board may request additional information before making a final recommendation to the Board of Clark County Commissioners. Any such requests shall be made in writing from Clark County Animal Protection and Control.

Thank you for participating in this important community program.

If you have any questions, please contact Adrienne Willows at (360) 397-2375 ext. 5852 or adrienne.willows@clark.wa.gov.

Revised 2/8/13

Community Development
1300 Franklin Street, Vancouver, Washington
Complaints: (360) 397-2488 Fax: (360) 759-6807
Licensing information: (360) 397-2489
www.clark.wa.gov/pets



For an alternate format, contact the Clark County ADA Compliance Office.
Phone: (360) 397-2322
Relay: 711 or (800) 833-6384
E-mail: ADA@clark.wa.gov

Community Spay / Neuter Assistance Program**Animal Protection and Control****Criteria and Process**

1. To qualify for assistance from this program, applicants must reside within Clark County, Washington and be eligible to receive funding pursuant to: RCW 39.34.020 public agency, or RCW 19.09.065 non-profit organizations, or RCW 28A.150 educational institutions. Applicants must also be an active licensing agent for Clark County Animal Protection and Control.
2. Preference shall be shown to applications that request matching funds to support program activities.
3. Recipients of support from the Community Spay/Neuter Assistance Program shall be accountable to the county and be subject to an audit at the discretion of the county. Recipients shall submit to the county reports every three months reflecting the number of animal owners receiving assistance, the name of each animal owner, the animal type and gender, the date of the procedure and the veterinarian providing the surgical procedure.
4. Applications for assistance shall be in written form, with no public testimony before the advisory board committee.
5. Applications must be received or postmarked by March 29, 2013.
6. Applications should be mailed to:
Animal Protection and Control
Advisory Board
P.O. Box 9810
Vancouver, WA 98666-9810

Or delivered to:
Animal Protection and Control
1300 Franklin, third floor
Vancouver WA 98660
Monday through Friday
8:30 a.m. through 3:00 p.m.
7. Public announcement requesting applications shall be made at minimum once each year. Requests shall identify specific application and final determination deadlines.
8. A subcommittee of the Animal Protection and Control Advisory Board shall convene to review applications for assistance, and make recommendations to the Board of County Commissioners.
9. The advisory board may request presentations by applicants before making final determinations.
10. Once a deadline has passed without approval of an application, a new application shall be required for future consideration.
11. Receipt of applications for assistance from the Community Spay/Neuter Assistance Program shall not preclude the Board of County Commissioners from determining to utilize this fund to support existing county programs.
12. Allocation of funding shall be in the form of a contractual agreement between the county and the recipient organization. Recipients must provide the county proof of comprehensive general liability insurance with a single limit coverage in an amount of \$1,000,000 per occurrence.
13. Grant recipients may only perform spay/neuter services on animals with a current Clark County license. The license may be purchased at the same time as the spay/neuter procedure using the reduced spay/neuter fee.

Community Spay / Neuter Assistance Program

Animal Protection and Control

Clark County Code, Title 8

For complete text, visit www.clark.wa.gov.

8.01.030 Animal Protection and Control Advisory Board

- (1) There is created an Animal Protection and Control Advisory Board to be composed of ten (10) members, as follows:
- (a) One (1) member who owns or operates a licensed facility (includes kennel) in Clark County;
 - (b) One (1) member who is a licensed veterinarian who practices in Clark County;
 - (c) One (1) member who is a Clark County resident who is affiliated as a member, employee or officer in a Clark County animal welfare organization;
 - (d) One (1) member who is a Clark County resident who is affiliated as a member, employee or officer in a Clark County livestock organization;
 - (e) One (1) member who owns dog(s) but who do not work in, own or operate any facility;
 - (f) One (1) member who owns cat(s) but who does not work in, own or operate any facility;
 - (g) One (1) member who is any animal owner other than dog/cat;
 - (h) One (1) member who is a Clark County resident who neither owns nor maintains domestic animals;
 - (i) Two (2) members at large who are Clark County residents.

No employee of the Clark County animal control department shall serve as a member of the advisory board; PROVIDED, that the director of the animal control department or his designee shall be an ex-officio, nonvoting member of the advisory board. Of the members first appointed, five (5) shall be appointed for a one (1) year term and five (5) shall be appointed for a two (2) year term. Thereafter, the terms shall be for two (2) years and until their successors are appointed. Any vacancies, including those caused by a change in status of a member which affects such member's continued qualification to serve on the advisory board under the applicable selection criteria set forth hereinabove, shall be filled for the unexpired term.

- (2) The Animal Protection and Control Advisory Board shall annually select from its voting members a chairperson and such other officers as to the advisory board may seem necessary.
- (3) The duties of the Animal Protection & Control Advisory Board are as follows:

- (a) Report to the board, no less often than once annually, on recommended modifications or additions to this title and to the general operations of the animal control department;
- (b) Act as an appeal hearing tribunal pursuant to Section 8.19.080: PROVIDED, that this hearing function may be delegated to a subcommittee of the advisory board composed of no less than three of its voting members;
- (c) Perform such further duties as may be authorized or directed by resolution of the board. (*Sec. 1 of Res. 1981-04-108; amended by Sec. 3 of Res. 1984-12-65; amended by Sec. 3 of Ord. 1993-08-13A*)

Advisory Board members**Terri Jones**

Position: At Large

Holly Blosser

Position: Animal Welfare

Ginger Burr

Position: Livestock

Bobbi Olson

Position: No Domestic Animals

Dr. Elizabeth Grauer

Position: Veterinarian

Pat Jollota

Position: At Large

Susan Svendsen

Position: Facility Owner/Operator

Shirley Malar

Position: Animal Owner (other than dog/cat)

Pat Vichas

Position: Cat Owner

Greg Fishback

Position: owns dog(s) but does not work in, own or operate any facility

Ex-officio non-voting member:**Paul Scarpelli**

Manager, Animal Protection and Control

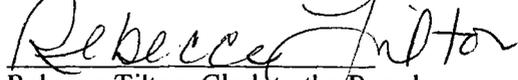
negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

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 
JAYS