

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT: Community Development – Animal Control
DATE: October 3, 2013
REQUEST: Approve the attached proposed 2014-2015 contract with Humane Society for Southwest Washington (HSSWW)
CHECK ONE: X Consent CAO

BACKGROUND

In 2009, Clark County contracted to pay \$70 per animal after the Humane Society requested the rate be increased to help offset its cost. In 2011, a request was made to further reduce the gap between the Humane Society's cost of ~\$170/animal and our contract rate. In 2012, the county approved a rate increase to \$120/animal and included \$150,000 additional budget to cover the increase. A further \$12.50 increase was approved for 2013. This staff report is designed to cover the pricing increase per animal from \$132.50 to \$170.00 for 2014 and \$200 for 2015.

The 2013 sheltering services pricing of \$132.50 per animal provided all room and board costs for up to five (5) days, and all but the most extreme medical care. The proposed increase for 2014-2015 keeps the same level of service. The proposed rate will continue to be subsidized by HSSWW donors and fundraising. As these dollars have become increasingly scarce and expenses continue to rise, the shelter is asking for an increase in their rate.

COMMUNITY OUTREACH

None required

BUDGET AND POLICY IMPLICATIONS

As outlined in the fiscal note, insufficient budget capacity in the 2013-2014 Expenditure Budget exists to cover this new contract amount. An additional \$111,250 is required for the current biennium and \$355,000 more than the current biennium will be required for 2015-2016, or \$243,750 more for 2015-2016 than the 2013-2014 proposed budget.

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED

Approve the attached proposed 2014-2015 contract with HSSWW and authorize the County Administrator to sign all contract related documents..

Martin Snell
Director Community
Development

Approved: October 8, 2013 SR193-13
CLARK COUNTY
BOARD OF COMMISSIONERS



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

No additional revenues are attached to this proposal.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
GF Transfer approved	111,250		355,000		355,000	
Total	111,250		355,000		355,000	

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
GF 0001/Animal Control 566	0	111,250		355,000		355,000	
Total	0	111,250		355,000		355,000	

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	111,250		355,000		355,000	
Supplies						
Travel						
Other controllables (ER&R)						
Capital Outlays						
Inter-fund Transfers (TER&R)						
Debt Service						
Total	111,250		355,000		355,000	

**CLARK COUNTY, VANCOUVER HUMANE SOCIETY AND SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS (DBA HUMANE SOCIETY FOR
SOUTHWEST WASHINGTON) CONTRACT**

CLARK COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County," the VANCOUVER HUMANE SOCIETY & SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC. (dba, Humane Society for Southwest Washington), hereinafter referred to as the "Society," hereby agree as follows:

1. **Purpose.** The purpose of this Contract is to define the scope of services contracted by County and the Society, set forth the compensation paid by County for such services and provide for other requirements of the parties to this Contract.

2. **Term.** The term of this Contract is from January 1, 2014, through December 31, 2015.

3. **Duties of Society.**
 - (A) Supply food, housing, and care for stray, impounded, and unwanted animals turned over to the Society by the County's designated Animal Protection and Control agent, or members of the public, in accordance with those conditions set forth in County Code Title 8 Animals, as may be amended. "Animals" are specifically defined as dogs, cats, domestic birds, domestic rabbits & small mammals, fowl, goats, pot-bellied pigs, and small reptiles. This specifically excludes hooped livestock (horses, cows, sheep, etc.), venomous or dangerous reptiles and most exotic animals, except by specific agreement. Wildlife (wild birds, raccoons, opossum, squirrels, etc.) will be accepted for euthanasia purposes only. The Society will provide disposal (rendering or cremation) services for animals deceased upon arrival or during the time of sheltering.

 - (B) Provide veterinary care to stabilize and provide pain relief to injured or sick stray animals brought in during the Society's regular business hours.

 - (C) Maintain responsibility for the return of impounded animals to the proper owner and custodian thereof pursuant to the provisions of the County Code. Upon release of any animal by redemption, the Society collect any fees as established by the County Code and the respective policies; and to maintain complete and adequate records of all fees collected on behalf of the County. These fees will be remitted to the County no less than monthly by the 10th day following the last day of the month, in the form of a credit against monies owed to the Society for services provided to the County under the terms of this agreement.

- (D) Place for adoption or humanely euthanize animals not claimed within the County Code, as is applicable. No live animals shall be used, sold or donated for experimental purposes.
- (E) The Society shall prepare an invoice for services provided during the prior month, and deliver the appropriate invoice to the County by the tenth (10th) of each month following service delivery to be paid within 45 days. The invoices will reflect credit for any redemption fees and/or civil penalties collected by the Society as an Agent of the County.
- (F) Maintain complete records of animals received and animals disposed of on behalf of the County. The Society agrees to make these records available for the County's inspection at reasonable times, and to provide, within reason, such other data as the County requests. The Society will make available to the County all work-related records and documents for inspection, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Contract.
- (G) Cooperate with County officials, the County's Animal Protection and Control agents, and Clark County Public Health on actions pertaining to animals and quarantine; to assist the County Prosecutor, and the County's Animal Protection and Control agents in obtaining and presenting evidence in the civil and criminal prosecution of all violations of any ordinance, code, regulation or law pertaining to Animal Protection and Control, including licensing and registration.
- (H) Act as an agent in the sale of animal licenses for the County. Society further agrees to adhere to the standards and procedures as established in the License Issuance Procedure Manual as supplied by the County.
- (I) Operate in accordance with any zoning and health standards set by state or local law. Comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, workers' safety and all other legal requirements governing employee relations and working conditions.
- (J) Procure and maintain comprehensive general liability insurance with limits not less than \$1,000,000.00 combined single limit bodily injury and property damage, with the County named as additional-named insured, and provide that the County is to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage. Society shall forward copies of all insurance policies or binders to the County within seven (7) days of signing this Agreement.

- (K) Annually, as soon as it is available, the Society will provide to the County a copy of its reviewed annual financial statements.

4. **Duties of County.**

- (A) Pay the Society for the services provided to the County under this Agreement no less than 45 days from the date of the invoice from the Society. Balances owed but not paid within 45 days will be assessed a late fee 1.5% per month beyond 30 days of the date of the Society's invoice.
- (B) Until the Humane Society accepts the animal, the County is responsible for all after-hours emergency care of any animal that it impounds. The County will be responsible for payment of care for impounded animals taken by the County to veterinary clinics by its Animal Protection and Control agents. During hours that the Shelter is open, the Society normally has a veterinarian available to provide veterinary care; however, in the event that the Humane Society does not have a veterinarian available to provide veterinary care at the Shelter, any animals needing such care during such times shall be the responsibility of County Animal Protection and Control. The Society shall immediately inform Animal Protection and Control when the Society does not have a veterinarian available to provide veterinary care at the Shelter and the expected duration. Animal Protection and Control is responsible for transporting the animal from any veterinary clinic to the Humane Society once the animal is stabilized.

5. **Indemnification and Hold Harmless.** The Society agrees to hold harmless indemnify and defend the County and its officers, officials and employees from any claim, liability, lawsuit or legal judgment arising from or out of the negligent or tortuous actions or inactions of the Society in its performance of the activities and services set forth herein in this agreement to be performed by the Society. The Agreement to indemnify, defend and hold harmless the County by the Society shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the sole negligence of the County, its elected officials, officers, employees or agents.

6. **Independent Contractor.** The parties agree and the Society understands its staff are not employees of the County but act as an independent contractor.

7. **Nonassignability.** The Society shall not assign this Contract or any rights or duties hereunder without first obtaining written consent of County.

8. **No Third Party Rights.** This Contract is entered into for the sole benefit of County and the Society. It shall not confer any benefits or rights, direct or indirect, on any third parties. No person or entity other than the County and the Society may rely upon or enforce any provision of this Contract.

9. **Funding Modification, Suspension or Termination.**

- (A) Payments under this Contract are subject to the availability of funds. County may propose to modify, suspend or terminate this Contract if County reasonably believes that funds are not sufficient to pay for anticipated services of Society as defined in Section 3. Society is not responsible for providing services under this Contract if County suspends or terminates this Contract and County shall be responsible for payment of all services rendered by Society prior to providing reasonable notice of such suspension or termination of this Contract to Society.
- (B) If Society reasonably believes that funds are not sufficient to pay for anticipated services, Society may, at its option, seek additional funds from the Board of County Commissioners before modifying, suspending or terminating this Contract.
- (C) If sufficient funds are not available, the parties may first seek to modify the Contract. Either party may suspend or terminate the Contract if the parties cannot agree to modification.
- (D) County shall ensure sufficient funds are available to pay Society for any services prior to modification, suspension or termination of contract.

10. **Modifications.** The parties may modify this Contract but no proposed changes or modifications shall have validity or become binding on either party unless such changes or modifications are in writing and executed by both parties.

11. **Modification, Suspension or Termination Due to Legislative Action or Court Interpretation.** The parties may modify, suspend or terminate this Contract due to amendments to or court interpretations of state or federal statutes that make some or all Contract services ineligible for County funding.

12. **Notice of Contract Modification, Suspension or Termination. A notice to modify, suspend or terminate this Contract by either party shall:**

- (A) Be in writing, submitted to the other party designated in Section 15 below;
- (B) State the reasons therefore and may specify what may be done to avoid the modification, suspension or termination;

- (C) Become effective for willful breach not less than 14 days from delivery of certified mail or in person; and
- (D) Become effective not less than 45 days from delivery by certified mail or in person for non-willful breach.

13. **Termination.** Either party can terminate this Contract upon 180 days' written advance notice. No cause for such termination need be shown. In addition, this Contract may be terminated by either party upon 60 days' written notice for breach of any material clause herein.

14. **Waiver.** The waiver by either party of any term or condition of this Contract shall not operate in any way as a waiver of any other condition, obligation or term or prevent either party from enforcing such provision.

15. **Notices.** Unless otherwise provided herein, all notices and demands are required in written form and sent to the parties at their addresses as follows:

TO COUNTY: Clark County Animal Protection & Control
P.O. Box 9810
Vancouver, WA 98666-9810

TO SOCIETY: Vancouver Humane Society & Society for the Prevention
of Cruelty to Animals
Attn: Executive Director
1100 NE 192nd Avenue
Vancouver WA 98684

16. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action or suit shall be in Clark County Superior Court.

17. **Integration Clause.** This Contract constitutes the entire agreement between County and Society. No other promises or obligations either implied or express,

have been made relative to this contract

DATED this October day of 8 2013.

VANCOUVER HUMANE SOCIETY & Society
For the Prevention of Cruelty to Animals

By: _____
(signature)

Title: _____

Print Name: _____

Approve as to form:
Prosecuting Attorney

Lawrence Watters
Lawrence Watters
(signature)

Date: Oct. 9, 2013

BOARD OF COUNTY COMMISSIONERS
For Clark County, Washington

By: [Signature]
(signature)

Title: Chair, Board

Print Name: Steve Stuart

**SOUTHWEST WASHINGTON HUMANE SOCIETY AGREEMENT FOR SHELTERING
AND RELATED SERVICES**

SCHEDULE OF FEES FOR SERVICES

Sheltering services up to 10 days- flat fee per animal as described in Section (1):

For the period January 1, 2014 through December 31, 2014 - \$170.00; and

For the period January 1, 2015 through December 31, 2015 - \$200.00.

Sheltering services per day after the first 10 days when animal held at request of the County:

For the period January 1, 2014 through December 31, 2015 - \$10.00.

Special medical attention and/or treatment requested by the County is subject to additional charge to be determined by the specific treatment(s) required.

Disposal services for deceased animals brought to the shelter (i.e. Dead On Arrival) – flat fee per animal:

For the period January 1, 2014 through December 31, 2015 - \$15.00.

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