

**CLARK COUNTY
STAFF REPORT**

[Handwritten signature]
4/11

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 2nd Chance Companions whereby 2nd Chance Companions 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 2nd Chance Companions. The advisory board has recommended the County enter into agreement with the non-profit animal welfare organization for the amount of four-thousand dollars (\$4,000.00).

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

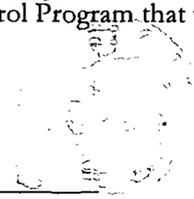
Authorize the County Administrator to approve and sign the attached agreement between Clark County and 2nd Chance Companion.

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.

[Handwritten signature]
Name: Marty Snell
Title: DCD Director

Approved: *[Handwritten signature]*
CLARK COUNTY
BOARD OF COMMISSIONERS



SR 094-13

May 28, 2013

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; \$4,000 in this Staff Report to 2ND CHANCE COMPANIONS. 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	4,000					
Total	4,000					

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	4,000					
Total		4,000					

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	4,000					
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	4,000	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 2ND CHANCE COMPANIONS (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 FOUR thousand dollars (4,000) 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

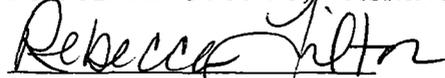
negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

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 _____
2ND CHANCE COMPANIONS

Evaluation

We expect to increase our spay/neuter numbers by 10% this year. This goal is based on receiving funding from the Community Spay/Neuter Assistance Program in addition to the funding we have requested again from PETCO specifically designated to our spay/neuter program. Success will be measured by increasing the number of cats and dogs we spay/neuter and we have successfully increased our numbers each year.

Statistics: At our current rates we spay/neuter over twice as many cats as dogs. **In 2012, we spay/neutered 503 cats and 211 dogs at a cost of \$29,393, with an average cost per cat of \$74 and an average cost per dog of \$113.** In 2011, we spay/neutered 310 cats and 123 dogs at a cost of \$29,393, with an average cost per cat of \$59 and an average cost per dog of \$89. In 2010, we spay/neutered 557 cats and 143 dogs at a cost of \$36,378, with an average cost per cat of \$47 and an average cost per dog of \$70. In 2009 we spay/neutered 597 cats and 100 dogs at a cost of \$38,156, with an average cost per cat of \$52 and an average cost per dog of \$72. We have been working very hard with our veterinary partners to keep our costs low and continue to negotiate lower rates. We estimate that we will be able to alter an additional 50+ animals in our community in 2013 with additional funding from the Community Assistance Program.

Organization Information

Second Chance Companions is a non-profit all volunteer Pet Adoption organization, primarily focused on finding new loving homes for dogs and cats. We are very proud of our accomplishments over the last 18 years and of our ability to change the lives of animals one by one. We have a terrific group of extremely dedicated volunteers of whom the majority have been volunteering with us for five or more years and who contribute on average between 5 and 15 hours a week of their time. The majority of volunteers hold full time and demanding jobs but always manage to find time to help animals in need (more detail about our programs is provided below.)

Second Chance Companions consists of volunteers chartered to the State of Washington in 1993 as a non-profit organization and is not affiliated with any other organization. SCC's 501(c)(3) compliance is retroactive to that date. SCC does not euthanize excess pets. We encourage in-home care or provide foster care when possible until a placement is found.

SCC has these objectives:

- * To place needy animals in permanent loving homes.
- * To provide spay/neuter/medical services to animals in our care and our community.
- * To provide foster care to those animals in need.
- * To provide educational information to the community regarding responsible pet care.

Second Chance Companions has three major initiatives in our community. The first is our Spay/Neuter Program, the second is our Adoption Program and third is the AniMeals Program.

As part of our **Spay/Neuter program** we have secured key partnerships with Veterinarians in our community. We believe our 18 year success rate speaks volumes for our organization of volunteers. The primary volunteer who spearheads our Spay/Neuter Program is Cindy Swanson. Cindy has a unique perspective on what it takes to help people in the community understand and agree to alter their pets.

2013 Program Budget (SCC budget)

	Budget 2013
Income	
Canine Adoptions	10,000
Feline Adoptions	13,500
Foster Release	300
Freewill	25,000
S/N Assist	5,000
Canine Placements	300
Feline Placements	500
Fundraising Events	25,000
Interest Income	400
Membership Dues	400
Grants	
AniMeals	1,000
Clark County Spay/Neuter	3,500
Petco	10,000
ASPCA	5,000
Other	5,000
Total Income	104,900
Expenses	
Office Expenses	2,000
Insurance	300
Prof-Accounting	1,300
Telephone, SCC lines	800
Advertising	800
Contributor Newsletter	6,000
Storage	2,500
Web Site	200
Adoption Events	4,000
Fundraising	5,000
Medical	
Spay/Neuter, Canine	21,000
Spay/Neuter, Feline	37,000
Supplies, Medical	9,000
Vaccines	2,000
Vet Care	13,000
Total Expenses	104,900
Net Income/Loss	\$0.00

List of Second Chance Companions Veterinary Partners - 2013

Alder Creek Vet

209 SE 1st St
Battle Ground, WA 98604
(360) 687-3141

Low Cost Spay/Neuter Procedures

Columbia Veterinary Hospital

5106 NE 78th Street
Vancouver, WA 98665
(360) 694-9514

Juvenile Spay/Neuter Procedures

Animal Care Clinic

916 NE 112th Ave., Suite 101
Vancouver, WA 98684
(360) 253-4241

Discounted spays/neuters

Woodland Veterinary Hospital

236 Davidson Ave
Woodland, WA 98674
(360) 225-9469

Discounted spays/neuters

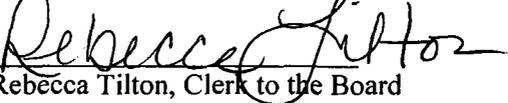
negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

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 
2ND CHANCE COMPANIONS