

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development – Animal Protection & Control

DATE: December 3, 2015

REQUESTED ACTION: Approve animal sheltering contract.

Consent Hearing County Manager

BACKGROUND

Per state law the county must provide shelter for lost and stray animals. This proposed contract would provide such services for domestic animals, predominantly dogs and cats.

COUNCIL POLICY IMPLICATIONS

No policy changes are proposed or resultant of this contract. Budgets have been updated to reflect escalating pricing over each of the contracts years.

ADMINISTRATIVE POLICY IMPLICATIONS

Approval of this contract will not change policy.

COMMUNITY OUTREACH

RFP #697 was opened to the public on July 22, 2015. The sole respondent, the Humane Society of SW Washington is being considered here to contractually provide required services outlined in RFP



BUDGET IMPLICATIONS

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Action falls within existing budget capacity.
<input type="checkbox"/>	<input type="checkbox"/>	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
<input type="checkbox"/>	<input type="checkbox"/>	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$1,237,500 over three years
Grant Fund Dollar Amount	\$0
Account	General Fund
Company Name	Humane Society of SW Washington

DISTRIBUTION:

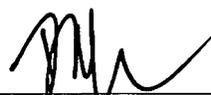
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



 Paul Scarpelli
 Animal Protection & Control Manager



 Martin Snell
 Community Development Director

APPROVED: 

 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: 12-8-15
 SR# SR 226-15

APPROVED: _____
 Mark McCauley, Acting County Manager

DATE: _____

BUDGET 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

Proposed contract increases per animal cost from \$200 per animal to \$215 in 2016, \$225 in 2017 and \$235 in 2018. Additional funds were budgeted of \$41,000 for the remainder of the 2015/2016 budget and an additional \$165,000 for 2017/2018, in the 2016 supplemental on 12/1/15.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001.000.566.554303.419.000000	41,000	41,000	165,000	165,000		
Total	41,000	41,000	165,000	165,000		

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

No revenue is attached to this request.

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	41,000	41,000	165,000	165,000		
Total		41,000	41,000	165,000	165,000		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	41,000	41,000	165,000	165,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	41,000	41,000	165,000	165,000		

CLARK COUNTY - HUMANE SOCIETY FOR SOUTHWEST WASHINGTON CONTRACT

CLARK COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County," and the 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, 2015, through December 31, 2018, with a potential two-year extension.

3. **Duties of Society.**

Facility Requirements

- a. The Contractor shall provide an animal shelter facility in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health. Said shelter shall be designed to accommodate receiving, housing and/or distributing animals seized within the jurisdiction of unincorporated Clark County, and pursuant to all applicable laws.
- b. The shelter shall have an adequate number of dog kennels and cat cages; isolation facilities for quarantined animals; veterinary care facilities; refrigeration and/or freezer space for deceased animal storage; and the ability to modify housing as needed to accommodate large-scale animal seizures and/or temporary evacuation facilities.
- c. The shelter shall provide an area for APC officers to safely unload and confine impounded or deceased animals. This or a similar area shall be provided for the disinfection of vehicles and staff after delivery of animals to shelter.
- d. The shelter shall comply with the standards set forth in the Association for Shelter Veterinarian's Standards of Care guidelines for the operation of an animal shelter.
- e. The Clark County Animal Protection & Control staff reserves the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.
- f. The Contractor must ensure that animals with Protective Custody holds and/or quarantines will be held in an isolated area not permitting the public to have access or visits. If an animal is in protective custody, Clark County Animal Protection & Control will have permission to extend a pet's stay if necessary until a case is resolved, e.g. pending cruelty, court case outcome, etc. These animals will not be removed from the isolated area without approval from Clark County Animal Protection & Control.

- g. Contractor must develop and maintain an emergency evacuation and disaster response plan, in conjunction with Clark County Animal Protection & Control. Contractor must participate in local and regional disaster response planning and training operations.

Shelter Operations

- a. The best possible care and treatment shall be given to all animals held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The Contractor shall have veterinary services available during normal business hours.
- b. Shelter and adoption facilities must be within or a convenient distance from the Vancouver metro area.
- c. Shelter and adoption facilities shall be kept secure.
- d. Contractor will establish convenient public hours of access, including weekend hours.
- e. Contractor must employ or contract with a licensed veterinarian during regular business hours, for the purpose of providing emergency medical care to stray animals in distress. Emergency care shall consist of stabilization, pain management, wound care, and diagnostic procedures.
- f. Contractor must utilize a licensed veterinarian to monitor the veterinary care and all other aspects of shelter operations affecting the health of the animal population of the shelter.
- g. A veterinarian shall be made available to assist Clark County Animal Protection & Control with evidence gathering and recommendations for cruelty and neglect cases.
- h. Animals will be treated with care and respect, and provided a clean, comfortable and healthy environment. Programming will be provided to minimize stress levels, and address social and exercise needs. The health and welfare of the animals is a foremost consideration.
- i. The contractor will develop and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct, and shelter and adoption operations.
- j. The contractor will follow the "Guidelines for Standards of Care in Animal Shelters" published by the Association of Shelter Veterinarians.
- k. Employees will have training or experience appropriate to their positions.

Animal Intake

- a. The Contractor shall accept animals on behalf of Clark County that are brought in by Clark County Animal Protection & Control Officers and their agents, the Clark County Sheriff's Officers and members of the public who find stray animals within unincorporated Clark County. This includes live strays – cats, dogs, rabbits, small mammals, and small farm animals such as pigs, ducks, chickens, exotics, birds, reptiles and wildlife. This also includes deceased animals for disposal purposes.

- b. The Contractor shall provide a procedure whereby animals may be delivered to the shelter by Clark County Animal Protection & Control Officers and their agents with 24/7 access to sheltering facilities.
- c. All companion animals impounded by the contracting jurisdiction, whether by officers or residents, and delivered to the public shelter shall be accepted.
- d. Each animal will be assessed upon arrival in regard to physical condition, medical needs, and initial behavioral observations.
- e. Veterinary services will be available at the shelter to perform medically necessary treatments for stabilization care and pain management.
- f. Animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal's health and comfort.
- g. Suitable quarantine and isolation areas must be available to house animals that are dangerous or potentially carrying highly infectious disease that may threaten the health and safety of other animals or humans.
- h. Underage kittens, puppies and other young animals may be placed in a foster setting as soon as possible.
- i. Animals will be assigned housing with consideration for species, sex, whether fertile, medical condition, behavior and temperament.
- j. Animals will be held in accordance with Clark County Code section 8.19.040 prior to eligibility for adoption, transfer to another animal welfare agency or placement with a rescue group. Minimum holding requirements are as follows:
 - 1. Stray animals that are unlicensed or for which the owner is unknown shall be held for 72 hours before being eligible for adoption, transfer or euthanasia.
 - 2. If a stray animal's owner is known, the owner must be notified within 24 hours and the animal must be held for 120 hours after notification before being eligible for adoption, transfer or euthanasia. If unable to notify by reasonable means, the animal must be held for 120 hours before being eligible for adoption, transfer or euthanasia.
 - 3. Animals classified as potentially dangerous or under legal hold or quarantines are subject to additional holding requirements.
 - 4. Wildlife and cats deemed to be feral are exempt from minimum holding periods, in accordance with County code.
- k. All animals shall have an impound form showing the identification tag number if any, species, breed and description of the animal by coloring, time and date of impound, name of agent taking in the animal and area where the animal was found.
- l. Should an animal be suffering from serious injury or disease that would endanger the other sheltered animals or cause the animal to endure unnecessary pain and suffering if left untreated as determined under the guidance of a veterinarian, or continues to act in a feral manner after reasonable observation, the animal may be

destroyed prior to the expiration of the required hold period and documented on the Animal Control Record.

- m. Any animal impounded may be redeemed upon evidence of rightful ownership or custody and payment of redemption fees. These include the cost of impound, transportation and any additional veterinary or animal care. Animals may be denied redemption if placed on investigative hold by APC or Health Department.

Disposition of Unclaimed Animals

- a. Contractor must make all reasonable attempts to reunite animal with owner before disposition, to include accessing current licensing records, using contract information on owner-provided tags worn by the animals, and by scanning all animals to detect the presence of microchip identification.
- b. Under no circumstances shall unclaimed animals be sold for purposes of medical research or other activities which may harm them, without the consent and approval of Clark County Animal Protection & Control.
- c. After minimum hold times have expired, the Contractor shall assume full rights and responsibility for the final disposition of the animal. This includes adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.

Euthanasia

- a. The Contractor must arrange and/or provide for the humane euthanasia and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal and State regulations, which shall not subject such animals to any unnecessary pain or suffering.
- b. The Contractor, at its expense, may make reasonable attempts to locate suitable community resources including rehabilitative or training resources, or placing the animal with an appropriate adoption or rescue agency prior to making a determination to euthanize the animal.
- c. Contractor will develop and follow a clear protocol on the use of euthanasia.
- d. Euthanasia, using the most modern and humane method available, is to be carried out by certified euthanasia technicians under the provisions established by Washington law.
- e. The Contractor must maintain a current WA Board of Pharmacy license to purchase and dispense Sodium Pentobarbital, and must comply with all Federal and State regulations concerning the handling of controlled substances specifically designated for the purpose of animal euthanasia.

Adoption, Placement or Transfer of Animals

- a. Every reasonable effort shall be made to identify each animal's owner and return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.

- b. Adoption is to be promoted through a variety of outreach strategies including advertising, internet and offsite events.
- c. Cats, dogs and rabbits are to be spayed or neutered and microchipped as a condition of adoption.
- d. Cats and dogs adopted to residents of Clark County are to be licensed prior to release. Licenses will be provided by the contracting jurisdiction.

Administration

- a. Shelter services will be operated according to a program budget within the amount specified in the resultant contract. Donations, non-contracted service fees, and adoption revenues will be kept and maintained by the Contractor.
- b. Good recordkeeping and tracking of individual animals, including veterinary records, will be maintained according to industry standard practices. Records will be made available for viewing by the County upon request.
- c. The contractor will coordinate with the County to achieve seamless and efficient data management across shelter, enforcement and licensing programs.
- d. The Contractor shall be responsible for collecting all impound and licensing fees due upon redemption of a stray animal, in accordance with Clark County regulations. Contractor must issue receipts for payment, and must remit monies due to the County within 10 days following the end of the prior month, in the form of a credit against monies owed to the shelter for services provided to the County under the terms of this agreement.
- e. The contractor shall cooperate with County officials, the County's Animal Protection & Control agents, and Clark County Public Health on actions pertaining to animals and quarantine; to assist the County Prosecutor, and the County's APC agents in obtaining and presenting evidence in the civil and criminal prosecution of all violations of any ordinance, code, regulation or law pertaining to APC, including licensing and registration.
- f. The contractor must 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 an hour requirements, workers' compensation, workers' safety and all other legal requirements governing employee relations and conditions.
- g. The contractor shall 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.

Community Partnerships and Involvement

- a. Volunteers and foster families may be an important part of the public shelter and adoption program. Participation in the program will be encouraged, and recruitment, screening, training and retention of fostering and shelter volunteers will be provided and monitored by the Contractor.
- b. A plan to encourage and receive monetary and in-kind donations will be developed and maintained by Contractor.
- c. Partnerships with community groups, veterinary service providers, other animal welfare agencies and rescue groups will be developed and maintained by Contractor.
- d. Community partners will comply with all provisions of the state and county ordinances relating to animal welfare, cruelty prevention and animal control.

Customer Service

- a. Excellent customer service is a priority.
- b. Public lost and found reporting opportunities, including online posting of stray pets received in the shelter, will be provided.
- c. Contractor shall serve as a licensing agent for Clark County. Revenue from license sales will be remitted to the contracting jurisdiction as specified in the contract, however, Contractor may elect to charge an agent fee for every license purchased, according to county code.

Reporting Requirements

- a. Contractor will utilize appropriate software and record-keeping procedures to allow for effective data management.
- b. Monthly reports on shelter activities and disposition of animals will be made by Contractor to County, and will be made available to the public. At minimum, reports will include the following data for dogs, cats and other animals:
 1. Number of impounded animals received from County Clark County Animal Protection & Control Officers or their agents;
 2. Number of stray animals accepted from residents;
 3. Number of animals returned to owners;
 4. Number of animals adopted;
 5. Number of animals transferred to other animal welfare agencies; and
 6. Number of animals euthanized.
- c. Contractor will invoice the County monthly and provide an accounting of per-animal charges, impound fees collected and licensing revenue. The invoice will reflect credit for any redemption fees and/or civil penalties collected. Contractor will keep detailed records that shall be made available to the County upon request.

- d. Annually, as soon as it is available, the contractor 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 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 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 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 tortious 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 anticipated costs of Society.

- b. If Society reasonably believes that funds are not sufficient to pay anticipated costs of required services, Society shall seek additional funds from the Board of County Commissioners, if possible, before modifying, suspending or terminating this contract.
- c. If sufficient funds are not available, County shall first seek to modify the contract with Society. In negotiating any modification, the parties will consider both cost and the level of representation that meets minimum allowable professional standards. County 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.
- e. Society shall be responsible to repay any difference between payments made for cases mistakenly assigned to county.

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. County 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 shall:

- a. Be in writing, submitted to the parties 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. This Contract may be terminated if, in the sole discretion of the County, the County determines Society is not providing services in accord with the contract. County shall first, in writing, indicate the problem areas and expected corrections. Should the actions of Society not be deemed adequate by County to correct the deficiencies or problems, County may terminate the Contract, provided that the County gives Society 45 days' notice of the termination.

This Agreement may be terminated at will by any party by giving six (6) months written notice of intent to either terminate to the Board of Councilors, on the part of the County, or the Director of Society, on the part of the Humane Society. No cause for such termination need be shown.

In addition, this Agreement may be terminated by any party for a material breach of non-performance of contract requirements upon twenty (20) days' written notice.

Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon twenty (20) days' notice or upon six month notice of cancellation.

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: Humane Society for Southwest Washington
1100 NE 192nd Ave
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. Compensation. It is understood that the number of cases and lump sum compensation are based on new cases for assignment and completion during the 2015, 2016 and 2018 calendar years and all pending cases. Nothing in this Contract shall form the basis of a claim against Clark County by Society in the event of loss of state-provided or any other funds currently allocated to the Animal Protection & Control program.

18. 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 8th day of Dec. 2015.

Humane Society for Southwest Washington

By:

(Signature)

Title:

Print Name:

Bill Richardson

Approved as to form:
Prosecuting Attorney

Bill Richardson



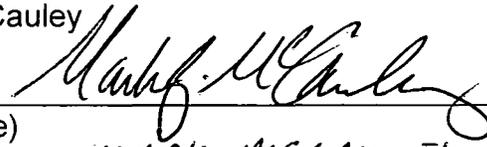
(Signature)

Date:

12/3/2015

County Manager
For Clark County, Washington

Mark McCauley



(Signature)

MARK MCCAULEY

Print Name:

12/9/15

**HUMANE SOCIETY FOR SOUTHWEST WASHINGTON
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, 2016 through December 31, 2016 - \$215.00; and

For the period January 1, 2017 through December 31, 2017 - \$225.00; and

For the period January 1, 2018 through December 31, 2018 - \$235.00.

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

For the period January 1, 2016 through December 31, 2018 - \$25.00.

Sheltering services for Other Small Animals shall be a flat fee per animals of \$75.

Sheltering services for Wild Animals shall be a flat fee per animal of \$25.

Special medical attention and/or treatment requested by the County are 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) shall be a flat fee per animal:

For the period January 1, 2016 through December 31, 2018 - \$25.00.