



CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development

DATE: May 19, 2015

REQUEST: Request the Board of County Councilors 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 Manager to sign the contract.

CHECK ONE: 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. 2015 is the 16th 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 five-thousand dollars (\$5,000).

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 2015-2016 Animal Control budget.

FISCAL IMPACTS

Yes (see attached form) No




OK
N

ACTION REQUESTED

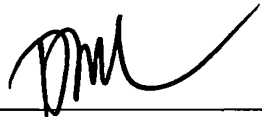
Authorize the County Manager to approve and sign the attached agreement between Clark County and 2nd Chance Companion.

DISTRIBUTION

Please forward original copies to the Department of Community Development/Animal Control Program that will obtain vendors signature and provide copies to the Board of County Councilor's office.



Marty Snell
Community Development Director

Approved: 

Clark County Board of Councilors
May 19, 2015
SR 092-15

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

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/GF Fund Balance	5,000					
Total	5,000					

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
0001/Animal Control	0	5,000					
Total		5,000					

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	5,000					
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	5,000					

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

THIS AGREEMENT is entered into this 29th day of May, 2015, 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, 2015.
4. Compensation. County shall pay Contractor Five thousand dollars (5,000) for performing said services, considered a grant, and contractor shall supply 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 10th day of August, 2015, 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 Public Service Announcement for the services of spaying/neutering incentive and education programs, and Exhibit "B" which consists of a Proposal for Services (contractor application). 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:

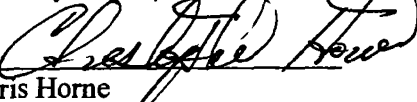
FOR CLARK COUNTY, WASHINGTON

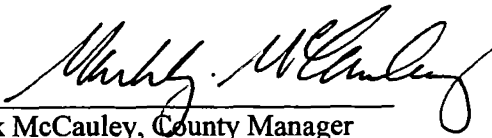

Rebecca Tilton, Clerk to the Board

APPROVED AS TO FORM ONLY

Tony Golik

Attorney

By 
Chris Horne
Chief Civil Deputy

By 
Mark McCauley, County Manager

By _____
2ND CHANCE COMPANIONS

COMMUNITY SPAY/NEUTER ASSISTANCE PROGRAM

APPLICATION



**SECOND CHANCE COMPANIONS
P.O. BOX 2343
BATTLE GROUND, WA 98604**

**Contact: Barbette Schoening, President
kittykittypaws@yahoo.com
(360) 896-8407**

CLARK COUNTY
ANIMAL CONTROL

MAR 10 2015

Second Chance Companions Submission to Community Spay/Neuter Assistance Program March 2015

RECEIVED BY



Summary

Second Chance Companions is a 501 (c) 3 non-profit all volunteer Pet Adoption organization, primarily focused on finding new loving homes for dogs and cats and providing spay/neuter services to our community. ***We are requesting, in this application, \$5,000 in funding to support the continuation and expansion of our spay/neuter program.*** Over the last several years we have secured vital partnerships with local veterinarians (list is attached), which has enabled us to increase the number of cats and dogs we are able to spay/neuter. With additional funds from the Community Spay/Neuter Assistance Program and the continued support of our low-cost veterinarian partners we believe that we will be able to continue to increase our spay/neuter numbers in 2015.

Statement of Need

The HSUS states that five million healthy dogs and cats are euthanized in the US annually at a tax payer cost of close to \$2 billion simply because there are not enough homes. One female dog and her first litter can produce 67,000 puppies within seven years! A spay/neuter project is vital to our community to end the cycle of unnecessary suffering and overpopulation of cats and dogs in Clark County.

Program Description

Spay/Neuter Program Background: This program was launched in 1993 with the belief that responsible pet ownership starts with spay/neuter. It is our goal to reduce the number of unwanted pets in our community and help to decrease the number of healthy animals being euthanized every single day in our country. Even one by one we feel that we can make a difference in the quality of life of dogs and cats in our community. Below are some of our statistics:

In 2014, SCC facilitated the spay/neuter of 696 cats and dogs.

In 2013, SCC facilitated the spay/neuter of 766 cats and dogs.

In 2012, SCC facilitated the spay/neuter of 714 cats and dogs.

In 2011, SCC facilitated the spay/neuter of 433 cats and dogs.

For the years 2000-2010, SCC altered 4,372 companion animals. The majority of these animals were medium to large breed dogs which are more expensive to alter. We believe that it's critical to alter these animals because, behind felines, there are an exorbitantly high number of these dogs euthanized every year simply because there are not enough homes.

Our numbers are slowly increasing every year; however the number of animals we encounter who we are unable to help because of limited funding continues to increase. We believe that our program has shown itself to be successful. Not only have the numbers of spay/neuter surgeries gradually increased over the years so has our partnership with local vets. We started with one vet agreeing to help us with a reduced rate; we now have partnerships with several local vets who all provide spay/neuter surgeries for discounted rates for all SCC animals! Think what we could do with additional sources of funding!!

In brief we support a website model of matching animals in need with new homes using the petfinder listing service. We primarily try to encourage owners to keep pets until we can find suitable homes, however we do take in fosters in cases of extreme need (ie. pets would otherwise be euthanized). When animals enter our organization they are evaluated on their home situation, their medical needs and their spay/neuter status. **All animals adopted out through Second Chance Companions are altered prior to adoption.**

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 2014, we spay/neutered 424 cats and 272 dogs at a cost of \$66,215, with an average cost per cat of \$87 and an average cost per dog of \$108.** In 2013, we spay/neutered 510 cats and 256 dogs at a cost of \$68,733, with an average cost per cat of \$79 and an average cost per dog of \$111. In 2012, we spay/neutered 503 cats and 211 dogs at a cost of \$60,905, 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. 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 2015 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 21 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.

SCC's second initiative is our **Adoption Program**. It's the fun part of what we get to do as volunteers. It works like this: on a weekly basis SCC holds PTA (Paws-to-Adopt) events at local pet stores (chains and privately held stores). We bring animals in need of new homes face to face with the public in hopes of finding new homes for these pets. Recent statistics demonstrate our commitment to finding loving homes for pets in need: In 2014, SCC placed over 375 animals in new homes. In 2007-2013, SCC has placed over 2,100 animals in new homes. From 2001-2006, SCC placed over 3,100 animals through our events and website. Our adoption program speaks to our mission at SCC which is to find permanent loving homes for needy animals, to provide spay/neuter services, to provide foster care for those animals in need and to educate the community regarding responsible pet ownership.

SCC started the **AniMeals Program** in Clark County in 2005 to provide meals for pets alongside Meals on Wheels for people. This program has been a huge success and we have been able to consistently provide dog and cat food for over three years to those in need!

In brief we support a **website model** of matching animals in need with new homes using the petfinder listing service. We primarily try to encourage owners to keep pets until we can find suitable homes, however we do take in fosters in cases of extreme need (ie. pets would otherwise be euthanized).

We have worked hard to fine tune the art of matchmaking people looking to adopt a new pet with people needing to find new homes for their current pets for whatever reason. Although not a science, we are proud of our success rate to date and continually look for ways to improve our process.

We are extremely dedicated to continuing to educate the public about the benefits of spaying/neutering their pets and the sad truth of overpopulation and the resulting high euthanasia statistics in our country.

Community Involvement: Second Chance Companions spearheaded the formation of the Clark County No More Homeless Pets Coalition, consisting of a group of local animal adoption and rescue groups along with the Southwest WA Humane Society. SCC also formed a partnership with Meals on Wheels called AniMeals which is a program to provide pet food alongside meals to Meals on Wheels patrons. Several years ago, one of our SCC dogs was awarded the Red Cross Animal Rescue Hero Award.

Conclusion

In summary Second Chance Companions is committed to making our community a better place to live by decreasing the number of unwanted dogs and cats and finding new and loving homes for many of the animals who cross our path. We have a strong, committed and long standing volunteer base and we pride ourselves on our ability to help animals in need of new homes, surgeries (spay/neuter and medical) and/or love and care along with our ability to educate pet owners and make sure pets find loving and safe homes. We have a talented, well educated, dedicated team of volunteers at the helm of our organization and believe that we will prove ourselves to be responsible, respectful, and ethical partners.

If we have to rely on our traditional sources of funding we will continue to achieve our same level of success. We would very much like to broaden our reach into the community and be in a position to offer our services to a greater number of pets who all deserve safe and loving homes.

We would welcome a partnership with the Community Spay/Neuter Assistance Program.

2015 Program Budget (SCC budget)

Income		
	Canine Adoptions	9,000
	Feline Adoptions	14,000
	Foster Release	300
	Freewill	24,000
	S/N Assist	20,000
	Canine Placements	500
	Feline Placements	500
	Fundraising Events	30,000
	Interest Income	400
	Membership Dues	500
Grants		
	AniMeals	1,000
	Clark County Spay/Neuter	4,000
	Petco	10,000
	Build-A-Bear	2,000
	ASPCA	5,000
	Total Income	121,200
Expenses		
	Office Expenses	2,000
	Insurance	200
	Prof-Accounting	1,300
	Telephone, SCC lines	800
	Contributor Newsletter	7,600
	Storage	2,500
	Web Site	400
	Adoption Events	4,000
	Fundraising	8,000
Medical		
	Spay/Neuter, Canine	30,000
	Spay/Neuter, Feline	42,000
	Supplies, Medical	9,000
	Vaccines	2,400
	Vet Care	11,000
	Total Expenses	121,200
	Net Income/Loss	\$0.00

Additional Information about Second Chance Companions

Current Board of Directors

Barbette Schoening, President Second Chance Companions, has owned animals all her life and has been involved in animal rescue for over 16 years working as a vet liaison, volunteer trainer, cat foster coordinator, spay/neuter coordinator, newsletter editor and helping with event planning. Currently, Barbette is a stay-at-home mom, and has previously held positions in Marketing Communications for several computer companies specializing in corporate branding, sales literature production and event planning. Barbette and her family share their home with three cats and one dog.

Terry Spangler, Vice President Second Chance Companions, was raised on farms and ranches and has been around dogs, cats, cattle, horses, chickens and various other animals most of her life. As a volunteer for SCC since 1998, she has been a cat foster coordinator, an Adoption Event Leader, a cat foster, on fundraising and event committees, and coordinates cats at one of the PetSmart Adoption Centers. Terry has been employed by the Washington State Dept of Transportation (WSDOT) for the past 11 years. Terry is the proud mother of two military sons. Terry and her husband have 1 dog and 2 cats.

Sandy Prue, Vice President Second Chance Companions, is an avid animal lover. With 20 years of experience with accounting and taxes, Sandy works as an accountant in Ridgefield and holds a bachelor's degree in accounting from Washington State University. Sandy has a teenage daughter in college and a twenty-two year old stepson. She lives in La Center with her husband, five dogs, three cats, two rabbits and a small horse ranch.

Darlene Chapman, Treasurer Second Chance Companions, was born and raised in Nova Scotia, Canada and moved to Washington State 19 years ago. She has *only recently* become a volunteer as she feels that every animal deserves a loving home. Darlene's background is in accounting and sales. Darlene and her husband have one dog, but he doesn't know he is a dog.

Mary Olson, Secretary Second Chance Companions, lived in Portland, Oregon until 1992 when she moved to Vancouver. Mary has been a volunteer with SCC since 1994, willing to do whatever, whenever as she could. Through the years, Mary has served SCC as a foster to both dogs and cats, helped with phones, applications, placements, keeping track of animals in foster care, tracking donations from adoptions and events and sent thank you cards. She still serves as a small dog and geriatric dog foster and helping at special events her passion. Mary has also been a professional pet sitter for 20 years.

List of Second Chance Companions Veterinary Partners - 2015

Alder Creek Vet

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

Low Cost Spay/Neuter Procedures

Animal Care Clinic

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

Discounted spays/neuters

Columbia Veterinary Hospital

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

Juvenile Spay/Neuter Procedures

Woodland Veterinary Hospital

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

Discounted spays/neuters



proud past, promising future

CLARK COUNTY
WASHINGTON

**DEPARTMENT OF
COMMUNITY DEVELOPMENT**
Animal Protection & Control Program

Memorandum

Date: May 19, 2015
To: BOCC
From: Paul Scarpelli – APC Manager, x4705

RE: 2015 Spay & Neuter Assistance Grants

Each year Clark County, in conjunction with the City of Vancouver, grants \$15,000 in funding to programs within the county that supports spay and neutering and/or education services to the community. The Animal Advisory Board receives and reviews the applications. The documents attached are their recommendations.

The funds for this are present in our current budget, \$10,000 coming from the City of Vancouver, with the balance coming from Clark County. No budget adjustments are required. Your signature is requested.

	<u>REQUESTED</u>	<u>GRANTED</u>
HSSWW	\$10,000	\$10,000
2 ND CHANCE COMPANIONS	\$5,000	\$5,000
Total	\$15,000	\$15,000

Please let me know if you have any questions.

Community Development
1300 Franklin Street · Vancouver, WA 98666

(360) 397-2488 · Fax (360) 397-2011
www.clark.wa.gov/pets · e-mail: commdev@clark.wa.gov