



## CLARK COUNTY STAFF REPORT

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**DEPARTMENT:** Community Development

**DATE:** May 31, 2016

**REQUEST:** Request the Board of County Councilors approve an agreement between Clark County and Humane Society for Southwest Washington whereby Humane Society for Southwest Washington provides to Clark County pet spay/neuter assistance and education services. Authorize the County Manager to sign the contract.

CHECK ONE:                        X   Consent                             CAO

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### 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. 2016 is the 17<sup>th</sup> year of the program. The attached proposal and agreement provides for matching the County's consideration with funds from Humane Society for Southwest Washington. The advisory board has recommended the County enter into agreement with the non-profit animal welfare organization for the amount of ten-thousand dollars (\$10,000).

### 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

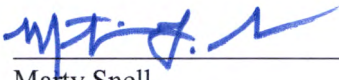
*ngm*  
*OK*

**ACTION REQUESTED**

Authorize the County Manager to approve and sign the attached agreement between Clark County and Humane Society for Southwest Washington.

**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

SR 107-16  
May 31, 2016

# 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	10.000					
Total	10.000					

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	10.000					
Total		10.000					

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	10.000					
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	10.000					

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

THIS AGREEMENT is entered into this 31st day of May, 2016, by and between CLARK COUNTY, WASHINGTON (hereafter "County"), a municipal corporation of the State of Washington, and HUMANE SOCIETY OF SOUTHWEST WASHINGTON (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, 2016.
4. Compensation. County shall pay Contractor up to Ten thousand dollars (10,000.00) 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 10<sup>th</sup> day of August, 2016, 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

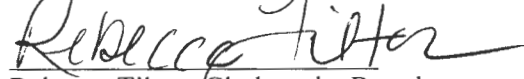
negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

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 

Bill Richardson

Deputy Prosecutor-Civil

By   
Mark McCauley, County Manager

By \_\_\_\_\_  
HUMANE SOCIETY OF SOUTHWEST WASHINGTON