



## CLARK COUNTY STAFF REPORT

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**DEPARTMENT:** Community Development-Animal Protection & Control

**DATE:** June 16, 2017

**REQUEST:** Request the County Manager approve an agreement between Clark County and 2nd Chance Companions whereby via a \$5,000 grant, 2nd Chance Companions provides to Clark County pet spay/neuter assistance and education services to low- income households.

CHECK ONE:                      \_\_\_ Consent                       X  CMO

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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. 2017 is the 18<sup>th</sup> 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 2017-2018 Animal Control budget.

### **FISCAL IMPACTS**

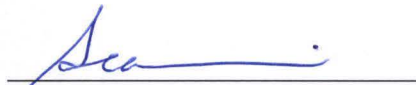
Yes (see attached form)  No

**ACTION REQUESTED**

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

**DISTRIBUTION**

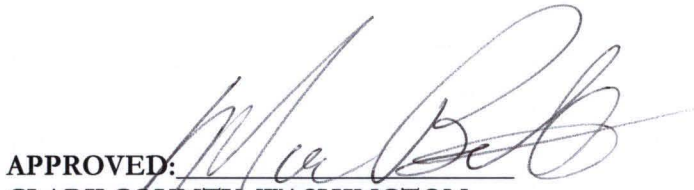
Please forward original copies to the Department of Community Development/Animal Control Program that will obtain vendors signature and provide copies to the Board of County Councilor's office.



Paul Scarpelli  
Manager Animal Protection & Control



Marty Snell  
Community Development Director



APPROVED: \_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: 2-11-17

SR# 140-17



APPROVED: \_\_\_\_\_  
Robert Stevens, Deputy County Manager

DATE: \_\_\_\_\_

# 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 12<sup>th</sup> day of July, 2017, by and between CLARK COUNTY, WASHINGTON (hereafter "County"), a municipal corporation of the State of Washington, and 2<sup>ND</sup> 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 July 12, 2017.
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 10<sup>th</sup> day of August, 2017, 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

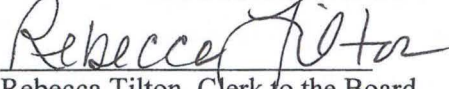
negotiations, whether oral or written, that are not set forth herein or in written amendments hereto, duly executed by both parties.

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:

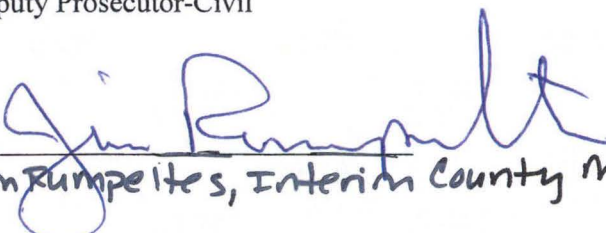
FOR CLARK COUNTY, WASHINGTON

  
Rebecca Tilton, Clerk to the Board

APPROVED AS TO FORM ONLY

Tony Golik  
Attorney

By   
Bill Richardson  
Deputy Prosecutor-Civil

By   
Jim Rumpeltes, Interim County Manager

By \_\_\_\_\_  
2<sup>ND</sup> CHANCE COMPANIONS



**COMMUNITY SPAY/NEUTER ASSISTANCE PROGRAM**

**APPLICATION**



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

**Contact: LaVerne Locey, President  
llocey@gmail.com  
(360) 977-0534**

**CLARK COUNTY  
ANIMAL CONTROL**

**APR 11 2017**

RECEIVED BY \_\_\_\_\_



**Second Chance Companions Submission to Community Spay/Neuter  
Assistance Program, April 2017.**

## **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 maintain 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 maintain and to possibly increase our spay/neuter numbers in 2017.

## **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 2016, SCC facilitated the spay/neuter of 540 cats and dogs.**

In 2015, SCC facilitated the spay/neuter of 559 cats and dogs.

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

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

For the years 2000-2011, SCC altered 5364 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 decreasing 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. 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 finalization of adoption.**

### **Evaluation**

We hope 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 raised that is earmarked for the Spay/Neuter Program. Success will be measured by increasing the number of cats and dogs we spay/neuter and we have successfully kept to our goal of helping everyone who has asked for help even if they are unable to make any contribution at all.

Statistics: At our current rates we spay/neuter over twice as many cats as dogs. In 2016 we spay/neutered 275 cats at a cost of \$38,300, an average cost of \$139 and 264 dogs at \$160, with an average cost of \$150. In 2015, we spay/neutered 314 cats and 245 dogs at a cost of \$54,631, with an average cost per cat of \$89 and an average cost per dog of \$109. 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. We have been working very hard with our veterinary partners to keep our costs low and continue to negotiate lower rates, however costs for the veterinarians has risen and the prices that they have negotiated with us have risen across the board. We estimate that we will be able to alter an additional 50+ animals in our community in 2017 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 23 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 23 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 2016 SCC placed 118 dogs and 307 cats for a total of 425!! in new homes and in 2015, SCC placed over 228 animals in new homes. In 2007-2014, SCC has placed over 2,400 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. Celebrating our 10<sup>th</sup> year for this program, it has been a huge success and we have been able to consistently provide dog and cat food to those in need! Food deliveries thru the Animeals program totaled 75,500 in 2016.

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.

## **Additional Information about Second Chance Companions**

### **Current Board of Directors**

LaVerne Locey, President Second Chance Companions, grew up in rural Clark County where her family had the full gamut of animals ranging from a horse and cows, rabbits and chickens, to dogs and cats. Since shortly after joining SCC in June of 2010, LaVerne has served as Placement Coordinator, reviewing the emails for placements and adoptions. She also responds to the voice messages left on SCC's phone and volunteers at many of our special events. The importance of animal rescue became apparent to her when she was looking for a dog after her dogs had all died of old age and she saw just how many pets were without forever homes. One of her passions is trying to get the word out to others about the need for spay and neuter. LaVerne has 2 grown children, 2 wonderful grandsons and one very large dog named Steve.

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.

Sue Davis, 2<sup>nd</sup> Vice President Second Chance Companions, is a retired R.N. of 36 years, and volunteer with Second Chance Companions for approximately 15 years, she is currently serving as a cat foster mom and Cat Foster Coordinator. After 23 years as an obstetric/newborn nurse especially enjoys caring for newborn abandoned or orphaned kittens who need bottle feeding and/or special care. Also cares for adult foster cats at various times as well as 5 cats of her own. She has sung in church choir for many years and teaches crocheting.

Suzann Carr, Secretary, Second Chance Companions, is a strong advocate for animals. After military service, she graduated from Portland State University in 1989. She retired in 2013, after 30 years of federal employment as a budget analyst, Suzann became a Master Gardener thru Washington State University, enjoys landscape design, gardening and volunteering for SCC. She currently has 4 cats. She has worked with Second Chance Companions in various capacities over the last 7 years.

Trudi Engquist, Treasurer Second Chance Companions, and is current administrator of the Animeals program of Clark County Washington. With a passion for helping those in need of assistance for food to be able to keep their beloved pet, Trudi has successfully helped the Animeals program grow beyond our community outreach, to other animal shelters and like agencies. Trudi and her husband have two married daughters,

who each attended Oregon and Washington State colleges, and achieved degrees in Health Care Management and Humane Resources. She and Eric have 3 children and six grandchildren, and the older grandkids are now also volunteering with the Animeals group. Trudi and Eric currently live in Camas Washington with two rescue dogs, and one rescue cat.

**List of Second Chance Companions Veterinary Partners - 2016**

**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

2016 SECOND CHANCE COMPANIONS BUDGET IS ATTACHED.

**2016 Program Budget (SCC budget)**

<b>Income</b>		
	Canine Adoptions	18,900
	Feline Adoptions	16,000
	Foster Release	300
	Freewill	17,000
	S/N Assist	28,000
	Canine Placements	200
	Feline Placements	100
	Fundraising Events	40,000
	Interest Income	400
	Membership Dues	600
	Corporate Contributions	12,000
<b>Grants</b>		
	AniMeals	0
	Clark County Spay/Neuter	5,000
	<b>Total Income</b>	<b>138,500</b>
<b>Expenses</b>		
	Administration	2,800
	Insurance	2,500
	Prof-Accounting	1,100
	Telephone, SCC lines	900
	Contributor Newsletter	0
	Storage	5,500
	Web Site	0
	Adoption Events	2,200
	Fundraising	11,200
<b>Medical</b>		
	Spay/Neuter, Canine	42,300
	Spay/Neuter, Feline	38,300
	Supplies, Medical	15,000
	Vaccines	1,700
	Vet Care	15,000
	<b>Total Expenses</b>	<b>138,500</b>
	<b>Net Income/Loss</b>	<b>\$0.00</b>