

STAFF REPORT NO. 166-16

TO: Mayor and City Council **DATE:** 11/28/2016
FROM: Eric Holmes, City Manager 

Subject: Extension of Contract with Humane Society of SW Washington

Key Points:

- The City contracts with the Humane Society of Southwest Washington for animal shelter and care services.
- The current contract has one, 2-year extension remaining. The proposed contract extension includes an increase in the cost per animal of 11% in 2017 and 10% in 2018 as the Humane Society moves closer to full cost recovery for shelter services. This rate is still below the cost per animal for other shelters or Humane Society’s in the Portland/Vancouver metro area.

Objective: Approve a contract extension with the Humane Society of SW Washington for animal shelter and care services

Present Situation: The City has a long standing contractual relationship with the Humane Society of Southwest Washington (Society) to care for animals brought to their shelter, pursuant to Vancouver Municipal Code, Chapter 8.24, by the county animal control officers on behalf of the City. The current contract with the Humane Society was for two years, 2013-2014 with the option of two, 2-year extensions. The first extension was approved in December 2014 for 2015-2016 and this would be the second extension.

Care includes 3-5 days of boarding, basic veterinary care and redemption services. The Society is proposing a rate of \$195 per animal for 2017, an 11% increase and \$215 per animal for 2018, a 10% increase. These rates are still below the rates for other shelters and Humane Societies in the metro area and below the Society’s actual costs. The Society will continue with the reduced rate of \$50 for small animals like chickens, rabbits, etc.

Through the work of the Society, including the spaying and neutering and programs, the number of stray animals brought to the shelter has been declining every year. So while the cost per animal is increasing, the annual cost of the shelter contract has stayed relatively consistent.

Advantages:

1. Provides a high-quality shelter services for stray and owner surrendered animals.
2. Continues a relationship with an organization that has been a good community partner.

Disadvantage: The contract costs will increase by 11% for 2017 and 10% for 2018. These costs are comparable to and slightly below other shelters in the metro area.

Budget Impact: Estimated to be \$250,000 in 2017 and \$255,000 in 2018. Funds for the contract are included in the 2017-2018 biennial budget.


Prior Council Review:

- Council approved the current contract on January 3, 2013.
- Council workshop on November 21, 2016

Action Requested: Authorize the City Manager or designee to sign an extension to the contract for animal shelter services with the Humane Society of SW Washington.

Attachment:

- Contract Extension
- 2013-2014 Humane Society Contract

To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
 Amanda.Delapena@cityofvancouver.us

**ANIMAL SHELTER AND CARE
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

Amendment to Professional Services Agreement for animal shelter and care, dated January 3, 2013, between the City of Vancouver (“City”) and the Vancouver Humane Society & SPCA dba Humane Society for Southwest Washington (“Contractor”) whose address is 1100 NE 192nd Avenue, Vancouver, WA 98684.

This amends the original agreement as follows:

1. For services provided under this Agreement, the City agrees to pay the contractor the following amount per animal taken into custody pursuant to the applicable chapter of VMC 8.24:
 - a. \$195.00 per animal for 2017
 - b. \$215.00 per animal for 2018
2. The Agreement is extended to December 31, 2018.
3. All remaining terms and conditions of the Agreement remain in effect.

Dated this _____ day of _____, 2016

CITY OF VANCOUVER, a municipal corporation

Eric J. Holmes, City Manager

Attest:

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

Stacey Graham, Executive Director

Approved as to form:

E. Bronson Potter, City Attorney

CONTRACT FOR ANIMAL SHELTER SERVICES

This is a Contract between the City of Vancouver, (hereinafter referred to as "City"), and the Vancouver Humane Society & SPCA dba, Humane Society for Southwest Washington (hereinafter referred to as the "Society"); providing for the Society to operate an animal shelter for the City and to receive and care for animals impounded pursuant to City Ordinance, (Chapter 8.24 Animals) as either may be amended, for certain agreed upon consideration.

City currently contracts with County Animal Control to be the City's designated animal control agent. "City Designated Animal Control Agent" shall mean County Animal Control or any other designated agent City may choose after notification to the Society during the term of this agreement..

It is hereby AGREED by the parties as follows:

A. TERM OF CONTRACT

This Agreement will be effective on January 1, 2013 and expires on December 31, 2014. The City reserves the right to extend the Agreement for two (2) additional two (2) year terms by mutual agreement between the Society and City.

B. SERVICES.

The Society shall:

1. Continue to operate the animal shelter at 1100 Northeast 192nd Avenue Vancouver, Washington 98684 and will receive animals brought there pursuant to City Ordinance (Chapter 8.24 Animals) by City Designated Animal Control Agent or by the

6. Euthanize or place for adoption animals not claimed, or redeemed within the time set forth within the City Ordinance. The Society agrees to euthanize said animals, utilizing trained personnel, by use of a humane means that is acceptable to the City, shall supply all such drugs used for the euthanasia of animals covered under this Contract. No live animals shall be used, sold or donated for experimental purposes.

7. Be responsible for the return of impounded animals to the proper owner and custodian thereof pursuant to the provisions of City Ordinance (Chapter 8.24 Animals). Before releasing an animal subject to licensing, under the City Ordinance, the Society shall determine whether the animal has a valid license and whether the impounding authority has identified any outstanding civil penalties, resulting from the issuance of Notices of Violations, against the owner or custodian concerning the animal, which shall be due and shall be paid before the animal is released. Upon payment of said licenses and fees, the Society shall supply a pre-numbered receipt to the person to whom the animal is released upon a form showing payment of the current City license fees (if the animal had been unlicensed) and civil penalties and showing payment of any City redemption fees as set by City Council Resolution or via Ordinance (Chapter 8.24 Animals). Redemption fees shall be posted at the shelter and on the Society's website. A copy of each receipt and license fee shall be transmitted to the City. The total amount of collected redemption fees as well as civil penalties shall be transmitted to the City accompanied by copy of the receipt. If redemption fees are not paid by the owner, the Society shall transmit a full amount consistent with the redemption fees as specified in City Council Resolution or Ordinance (Chapter 8.24 Animals) to the City. Nothing in this section shall preclude a resident from using the appeals procedure provided in City Ordinance chapter 8.24

1. The Society shall carry liability insurance with the following minimum coverage: \$1,000,000.00 combined single limit bodily injury and property damage, with the City named as additional named insureds, and provide that the City 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. Such insurance shall be subject to the approval of the City Attorney.

2. Society shall forward copies of all insurance policies or binders to the City within seven (7) days of signing this Agreement. Failure to meet this contract requirement shall be deemed a material breach of the contract.

3. The Society does release, indemnify and promise to defend and save harmless the City its elected officials, officers, employees and agents from and against any all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the City, 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 Contract. In making such assurances, the Society specifically agrees to indemnify and hold harmless the City from any and all bodily injury claims brought by employees of the Society, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the City. Provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the City its elected officials, officers, employees and agents.

D. ACCOUNTABILITY.

7. If requested by the City Manager, the Society shall arrange to have the Shelter inspected by a veterinarian licensed to practice in the State of Washington and shall file a report of such inspection, signed and dated by the inspecting veterinarian.

8. The Society agrees that City officials, employees, and agents shall have access, during the Shelter's business hours and after at least 24- hours notice to the Shelter in order to verify compliance with the terms of this Contract.

E. CONSIDERATION.

1. For the services provided to the City in this Contract, the City agrees to pay the Society the following amount per animal taken into custody pursuant to the applicable chapter of VMC 8.24, or Title 8 Animals, a) \$132.50 per animal for January 1, 2013 through December 31, 2013.

b) \$145.00 per animal for January 1, 2014 through December 31, 2014.

c) \$15.00 for any dead stray dog or cat brought to the Society for disposal.

The Society shall prepare an invoice for services provided the prior month, and deliver the appropriate invoice to the City by the tenth (10th) of each month following service delivery and be paid within 45 days. Shelter care rates and animal disposal fees will be reviewed and may be revised with each contract extension.

2. If the Society holds an animal beyond ten days at the request of the City, City shall be responsible for the costs of holding such animal, and agrees to pay the Society additional compensation of \$10 per animal per diem for each day beyond the initial 10-day holding period. If the Society determines to hold an animal beyond the hold period provided for in the VMC, the Society shall be responsible for the costs of the

2. The Society is not an employee of the City is not eligible for any employee benefits. The Society is responsible for all taxes applicable to this Contract.

3. The Society is not an agent of the City and does not have authority to bind either City to any fiscal or contractual obligation.

4. This contract shall be governed by the laws of Washington State and venue for any dispute hereunder shall be in Clark County Superior Court.

5. No third party beneficiary is intended to be created under the terms of this Agreement.

6. Any Amendment to this contract shall be in writing and approved by the City Manager or designee on the part of the City and by the Humane Society for Southwest Washington's Executive Director or designee on the part of the Society. In the event either party shall desire to renegotiate any provision of this Contract, the party shall provide 90 days' written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.


7. Captions are intended for reference only and shall not be given substantive effect.

8. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or waiver of the provision itself.

13. Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and confirmed.

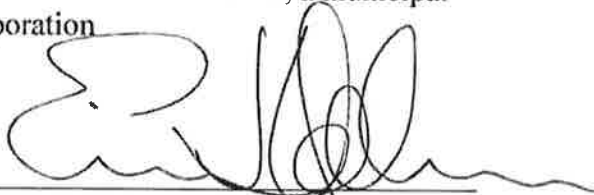
DATED this 3rd day of January, 2012. 2013.

Approved as to form:

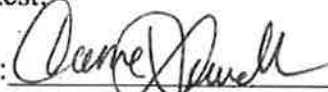


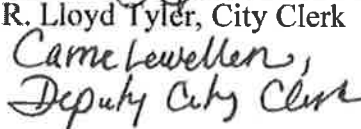
Ted H. Gathe, City Attorney

CITY OF VANCOUVER, a municipal corporation



By: _____
Eric J. Holmes, City Manager

Attest:

By: 

R. Lloyd Tyler, City Clerk

Carme Lewellen,
Deputy City Clerk

VANCOUVER HUMANE SOCIETY &
Society for the Prevention of Cruelty to
Animals

By: 

Stacey Waddell, Interim Executive
Director

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This amends the original agreement as follows:

1. For services provided under this Agreement, the City agrees to pay the contractor the following amount per animal taken into custody pursuant to the applicable chapter of VMC 8.24:
 - a. \$160.00 per animal for 2015
 - b. \$175.00 per animal for 2016
2. For sheltering of small animals (ferrets, rabbits, birds, etc.) the fee is reduced to \$50.00 per animal.
3. The Agreement is extended to December 31, 2016.
4. All remaining terms and conditions of the Agreement remain in effect.

Dated this 27th day of October, 2014

CITY OF VANCOUVER,
a municipal corporation



Eric Holmes, City Manager

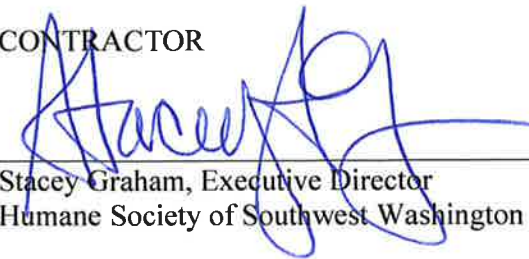
Attest:



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

CONTRACTOR



Stacey Graham, Executive Director

Humane Society of Southwest Washington

Approved as to form:



E. Bronson Potter, City Attorney