



Humane Society
FOR SOUTHWEST WASHINGTON

1100 NE 192nd Avenue
Vancouver, WA 98684
360.693.4746
southwesthumane.org

November 1, 2019

David Scott
City Manager
City of Washougal
1701 C Street
Washougal, WA 98671

Dear David:

Please find enclosed for your review a draft agreement between the City of Washougal (City) and the Humane Society for Southwest Washington (HSSW) to provide animal sheltering services. HSSW will contract with West Columbia Gorge Humane Society (WCGHS) to operate the City dog shelter and to provide care for impounded dogs (see Attachment B – proposed contract between HSSW and WCGHS). HSSW will maintain general oversight and will provide financial & administrative services – including monthly reporting. HSSW's facility will be utilized only for overflow purposes, or in the event the City dog shelter must close due to unforeseen emergency circumstances.

It is our hope that through this agreement, the City will be provided a full-service contract that addresses your need for accountability and sustainability, and provides the same high-quality level of service to the residents of Camas and Washougal that your citizens have come to expect from WCGHS.

HSSW has contracted with both Clark County and the City of Vancouver for more than 20 years and has a solid record of fiscal accountability. And, as you may be aware, we are now providing accounting services to WCGHS. As such, we are confident in our ability to develop practices and protocols that are acceptable to both the City and WCGHS.

Additionally, we hope to work with the City to develop a more sustainable animal licensing program which will provide increased revenue in support of the animal control program. By allowing both HSSW and WCGHS to act as licensing agents, we can ensure all dogs passing through our doors will be licensed and registered with the City, as is required by law. The attached licensing agency agreement (Attachment C) provides an example that can be used as a template in developing this program.

Jason Hudson
Chair

LeAnne Bremer
Vice Chair

Sheryl Bateman
Treasurer

Matt Ableidinger
Secretary

Kim Capeloto
Immediate Past Chair

Jann Davis

Jason Fish

Tom Leaptrott

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Chuck Michael

Patti Moller

Patricia Nierenberg

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D. Jean Shaw

Dennis Short

James Sikora

Greg Usselman

Kelly Walsh

Jeff Woodside

Dorn Swigert, *Emeritus*

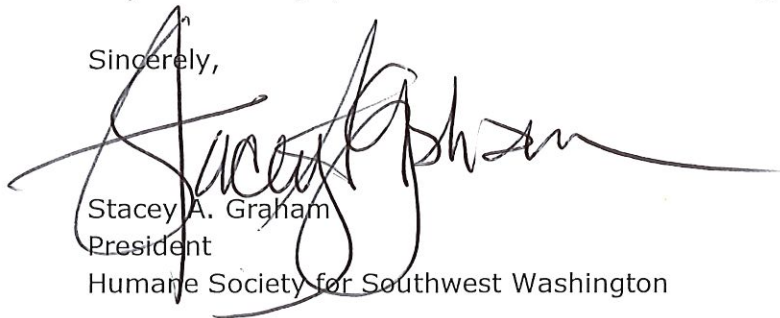
Mr. David Scott
November 1, 2019
Page Two

In 2018, HSSW's actual cost to provide stray animal care averaged \$300 per animal. In order to avoid reliance on donor subsidies to cover the cost of a municipally funded service, we have been working toward full cost recovery with all our contracted jurisdictions. With the rising cost of employees, supplies, and services – especially veterinary care – we anticipate that expenses may increase from year to year, though the number of animals impounded may vary. While we understand full cost recovery is not possible at this time, we hope to work with the City to develop a more equitable partnership in the future.

In addition, as previously discussed, we are interested in working with the City, City Council, and WCGHS in strengthening animal ordinances and introducing new programs designed to resolve currently unaddressed issues related to stray and community cats.

We are excited about this enhanced partnership with WCGHS and the City of Washougal, and we look forward to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stacey A. Graham', with a long horizontal flourish extending to the right.

Stacey A. Graham
President
Humane Society for Southwest Washington

cc: Micki Simeone
Megan Collins

Enclosures:

Attachment A: Draft contract between the City of Washougal and Humane Society for Southwest Washington

Attachment B: Contract between Humane Society for Southwest Washington and West Columbia Gorge Humane Society

Attachment C: Sample Licensing Agent Agreement

Attachment D: Financial Services Agreement Between HSSW and WCGHS

Key Components of the Proposed Contract Between HSSW and City of Washougal

- **Full-service contract**

- Increased level of service that provides ongoing stability and continuity
- Shelter complies with industry standards of care, reducing City's liability
- Full-service veterinary care provided during stray period, reducing the need to pay for care at a private clinic
- Full administrative services provided, including licensing & redemption fee collection, monthly reporting, and financial reconciliation
- Partnership with HSSW & WCGHS offers opportunities for future service upgrades, including provisions for stray cats

- **WCGHS continues to be the primary provider of stray shelter services in Washougal/Camas**

- Maintains a familiar location for residents
- Maintains 24-hour access for Washougal PD & Animal Control
- Offers a secondary location for back-up in emergencies
- Strengthens collaborative relationship/partnership between City, WCGHS and HSSW

- **Increased contract fees**

- HSSW is reimbursed for approximately 40 dogs/year that have been unaccounted in prior contracts
- Contract fee will cover the cost of care during the stray hold period (approximately \$150/dog), HSSW/WCGHS donor funds cover the remaining costs for adoption & full medical care (approximately \$200/dog)

- **Cost recovery options for proposed increases**
 - HSSW & WCGHS recommends revisions to the City licensing program that aligns with current industry standards & increases revenue
 - Redemption fees can also be increased to offset the cost of sheltering
 - Licensing agent agreement allows HSSW & WCGHS to ensure that all adopted & reclaimed dogs are licensed
 - Explore potential for licensing cats annually, which provides revenue to cover stray cat services

CONTRACT FOR ANIMAL SHELTER SERVICES
between
CITY OF WASHOUGAL
and
HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

This is a Contract between the City of Washougal, ("City"), and the Vancouver Humane Society & SPCA d/b/a, Humane Society for Southwest Washington ("Society"); providing for the Society to operate a shelter to receive and care for dogs impounded pursuant to Washougal City Ordinance Chapter 8.08 and Camas City Ordinance Chapter 6.08.180. "City Designated Animal Control Agent" shall mean Washougal City Animal Control or any other designated agent the City may choose during the term of this agreement.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between the City and the Society; set forth the compensation paid by the City for such services and provide for other requirements of the parties to this Agreement.

B. TERM OF AGREEMENT

This Agreement will be effective on January 1, 2020 and expires on December 31, 2023. The City reserves the right to extend the Agreement for one (1) additional two (2) year term by mutual agreement between the Society and City.

C. SUBCONTRACTOR

The Society maintains the right to hire subcontractors to fulfill the terms of this agreement, and shall subcontract with WCGHS, pursuant to the contract between HSSW and WCGHS, to carry out the primary responsibilities of this contract. As such, WCGHS shall be recognized as the designated agent of the Society, and shall be afforded all rights to enforce the

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obligations of the City. From time to time, and in agreement with WCGHS, the Society may elect to subcontract with other organizations as needed.

D. FACILITY

1. The Society and WCGHS, as the subcontractor, are hereby assigned, authorized, delegated and empowered to assume the operation of the City Shelter located at 2695 Index Street, Washougal, WA. The City shall be responsible for major facility repairs, taxes, and utilities of the City Shelter building, including water, gas, electricity, and garbage. The subcontractor will pay for and maintain phone lines, internet, and security system for the City Shelter building.
2. The Society and its subcontractor shall:
 - a. operate the City Shelter in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health;
 - b. maintain an adequate number of dog kennels to accommodate all stray dogs brought to the City Shelter by the City's Designated Animal Control Agent, or by residents from within the City of Washougal and City of Camas limits.
3. The City Designated Animal Control Agent will utilize the City Shelter for intake of all dogs. The HSSW Shelter (located at 1100 NE 192nd Avenue, Vancouver) will be utilized for intake of dogs only in the event of an overflow issue or if the City Shelter is closed for an unforeseen emergency circumstance.

E. SHELTER OPERATIONS & SERVICES

4. The Society and its subcontractor shall:
 - a. maintain 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;
 - b. establish and maintain convenient public hours of access, including weekend hours;
 - c. strive to comply with the standards set forth in the "Guidelines for Standards of

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Care in Animal Shelters" published by the Association of Shelter Veterinarians.

- d. A licensed veterinarian shall monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- e. Animals will be treated with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food.

F. ANIMAL INTAKE

1. The Society and its subcontractors shall:
 - a. accept dogs on behalf of the City of Washougal and City of Camas that are brought in by the City Designated Animal Control Agent; the Washougal Police Department, Camas Police Department, and members of the public who find stray dogs within the Camas or Washougal city limits;
 - b. provide a procedure whereby animals may be delivered to the shelter by the City Designated Animal Control Agent 24 hours per day, 7 days per week.
2. Upon intake, animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal's health and comfort. Any impounded animal that is suspected to be a victim of cruelty or neglect will be immediately reported to the City's Designated Animal Control Agent.
3. Dogs will be held for the mandated three-day stray hold period in accordance with Washougal City Ordinance Chapter 8.08.060 and Camas City Ordinance Chapter 6.08.180. All impound periods shall continue to run during those hours when the shelter is not open for business. The City may request additional holding periods at a rate of \$25 per dog per day.
4. Underage puppies may be placed in a foster setting prior to the end of the three-day stray hold period.
5. All dogs shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the dog and area where the dog was found.
6. During the three-day stray hold period, dogs will be provided daily food, water, shelter, and, as appropriate, mental enrichment and daily exercise. Once admitted, veterinary

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care, including medical stabilization, pain relief, and routine treatment for common illnesses, will be provided by the Society and its subcontractors. In the event a dog's condition necessitates emergency veterinary care at an outside clinic, the City will be responsible to cover the costs during the three-day stray hold period.

7. Should a dog be suffering from serious injury or disease that would endanger other sheltered animals, or cause the dog to endure unnecessary pain and suffering if left untreated, as determined under the guidance of a licensed veterinarian, the dog may be euthanized prior to the expiration of the required three-day stray hold period and documented on the animal custody record.
8. Any dog impounded may be redeemed within the three-day stray hold period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred. All dogs residing within the city limits of Washougal or Camas must be licensed before release.
9. Dogs may be denied redemption if placed on investigative hold by City's Designated Animal Control Agent or the Health Department. Per Washougal City Ordinance Chapter 8.08.150 and Camas City Ordinance Chapter 6.08.150, redemption may be denied to an owner who has cruelly treated an animal. In these cases, the Society and its subcontractor shall act as directed by the City's Designated Animal Control Agent.
10. The Society and its subcontractor will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

G. DISPOSITION OF UNCLAIMED ANIMALS

1. The Society and its subcontractor shall make all reasonable attempts to reunite stray dogs with their owners, if identified.
2. No live animals shall be used, sold or donated for experimental purposes.
3. After the three-day stray hold period has expired, the Society and its subcontractors shall assume full rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.

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4. Euthanasia will be carried out by certified euthanasia technicians under the provisions established by Washington State law.
5. The Society and its subcontractors must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

H. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

1. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
2. Dogs are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.
3. Dogs adopted to residents of the City of Washougal or City of Camas are to be licensed prior to release.

I. ADMINISTRATION

1. The Society and its subcontractors shall:
 - a. act as an agent for the sale of animal licenses for the City of Washougal and City of Camas. Revenue from license sales will be remitted to the contracting jurisdiction, according to the terms of the Licensing Agent Agreement. The Society and its subcontractors may elect to charge an agent fee for every license purchased;
 - b. collect and safeguard impound fees upon redemption of any stray animal, as established by each jurisdiction. Collection of fees shall be duly noted on the animal custody report;
 - c. post redemption fees at the shelter and on Society and its subcontractor's websites;
 - d. have the authority to allow limited discounts and/or fee waivers, in the event an owner is unable to pay full redemption fees;
 - e. be responsible for collecting all impound and licensing fees due upon

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redemption of a stray animal, in accordance with Washougal City Ordinance Chapter 8.08.020 and Camas City Ordinance Chapter 6.08.070;

- f. establish protocols for cash handling and record keeping and will issue an itemized receipt for every dog redeemed;
- g. remit monies due to the City in the form of a credit against monies owed for services provided to the City under the terms of this agreement;
- h. cooperate with City officials, the City's Designated Animal Control Agent, and/or Clark County Public Health on actions pertaining to animals and quarantine and will assist the City in obtaining and presenting evidence in the civil or criminal prosecution of violations to City code, regulations or laws. If Society or its subcontractor's representatives are asked to testify in court, there may be an additional fee for this service, to be determined in advance;
- i. meet quarterly with City Designated Animal Control Agent to review and resolve any issues or concerns;
- j. maintain confidentiality related to records and information and use discretion in conversations with the public.

J. CITY'S RESPONSIBILITIES:

- 1. The City Designated Animal Control Agent will deliver **live** stray dogs to the City Shelter and:
 - a. secure the dog in a designated kennel;
 - b. complete all required information on animal services intake form, provide any additional information relevant to the dog, and place completed animal services intake form in designated form box;
 - c. inform the Society and its subcontractors when an animal is to be held for protective custody, quarantine, or investigative purposes (bite quarantine dogs must be secured in the bite quarantine kennel);
 - d. ensure water bowl in kennel is filled if drop-off is after hours;
 - e. assume responsibility for all after-hours emergency care of the dog impounded by the City until the dog has been admitted, including payment of care for

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impounded dogs taken by the City to the veterinary clinics by the City Designated Animal Control Agent;

- f. place a link to the Society and its subcontractors' websites where each impounded animal will be posted throughout the three-day stray hold period after admission. Such notice shall contain a general description of the impounded dog showing breed, sex, color, and a photo.
2. The City Designated Animal Control Agent will deliver dead on arrival (DOA) animals to the subcontractor (WCGHS Cat Shelter) and:
 - a. take a photo (if a domesticated animal);
 - b. place the animal in a designated DOA bag and label the remains;
 - c. provide detailed information on the animal DOA form provided by the subcontractors and place in appropriate designated DOA form box;
 - d. place the DOA bag in the freezer located at the WCGHS Cat Shelter.
3. The City will follow up on potential animal cruelty cases as referred by either the Society or its subcontractors.
4. The City will engage in cooperative communication with Society and its subcontractors' staff and volunteers on a daily basis.
5. The City will provide all available and pertinent information in order to assist in reuniting dogs with their owners.
6. The City will meet quarterly with the Society and its subcontractors to review and resolve any issues or concerns.
7. The City will maintain confidentiality related to records and information and use discretion in conversations with the public.

K. INSURANCE

1. The Society, and its subcontractors, shall carry liability insurance with the following minimum coverage: \$1,000,000 combined single limit bodily injury and property damage, with the City of Washougal and City of Camas 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.

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2. The Society shall forward copies of all insurance policies or binders to the City within ten (10) days of signing this Agreement.

L. HOLD HARMLESS/INDEMNIFICATION

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 and 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.

M. ACCOUNTABILITY

1. By the 20th of each month following services, the Society shall submit to the City's Designated Animal Control Agent, aggregate reports reflecting the number of dogs handled for City, and their dispositions. The City shall provide the format for these reports or the forms themselves.
2. The City shall retain the right to inspect records and to investigate matters involving the care of stray dogs impounded from the City jurisdiction.
3. Upon 48 hours' notice, the Society shall make available for City inspection at any reasonable time all records relating to the services provided under this Agreement. All such reports shall remain the property of the City. Those records which are public documents shall be made available to members of the public upon request to the City in accordance with the Public Records Act, RCW Chapter 42.56.
4. The Society and its subcontractors shall maintain its ability to be properly licensed to operate as a business during the life of this contract and provide to the City a copy of its

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bylaws, articles of incorporation, applicable business licenses and nonprofit tax-exempt designation. The Society shall inform the City within thirty (30) days of any changes in any of the above.

N. CONSIDERATION

1. For the services provided to the City per this Contract, the City agrees to pay the Society a flat fee according to the schedule outlined in ADDENDUM A.
2. The Society shall prepare and deliver an invoice for services provided to the City on a quarterly basis (January, April, July, and October of each year) and will provide an accounting of all dogs impounded, reclaimed, and the associated impound fees collected on the City's behalf. Each invoice will reflect credit for any redemption fees and/or civil penalties collected within the invoice period. The City shall pay the invoices within 30 days of receipt. If payment is not received within 30 days, unpaid balances will be assessed a late fee of 1.5% per month. Service fees will be reviewed and may be revised with each contract extension.
3. The flat fee specified in ADDENDUM A covers intake processing and sheltering services for the mandated three-day stray hold period, with a grace period up to a total of ten days. If the Society or its subcontractors hold an animal beyond ten days at the request of the City or the City's Designated Animal Control Agent, additional compensation may be negotiated based on actual costs incurred.

O. TERMINATION

This Contract may be terminated at will by any party by giving six (6) months written notice of intent to terminate to the City Manager on the part of the City, and to the President of the Humane Society for Southwest Washington on the part of the Society. No cause for such termination need be shown. In addition, this Contract may be terminated by any party for a material breach of non-performance of contract requirements upon sixty (60) days written notice.

M. GENERAL PROVISIONS

1. Independent Capacity: The parties intend that an independent contractor relationship between the Society and the City will be created by this Contract. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Society are not entitled to any of the benefits the City provides for City employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. The Society is responsible for all taxes applicable to this Contract. Governing Laws and Disputes: This contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the City Manager (for the City) and the President (for the Society), shall meet with each other an attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be in the Superior County of Clark County, Washington.
2. Amendment: 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 Society's President 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.
3. Waiver: 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.
4. Notices: Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to:

To the City:
City Manager
City of Washougal
1701 C Street
Washougal, WA 98671

To the Society:
President
Humane Society for Southwest Washington
1100 NE 192nd Avenue
Vancouver, WA 98684

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5. Severability: If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
6. Entire Agreement: This instrument constitutes the entire Contract between the parties and supersedes all prior agreements.
7. Ratification: Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

DATED this _____ day of _____, 2019

Approved as to form:

CITY OF WASHOUGAL

A municipal corporation

By: _____

David Scott, City Manager

VANCOUVER HUMANE SOCIETY &

Society for Prevention of Cruelty to Animals,

DBA Humane Society for Southwest Washington

By: _____

Stacey Graham, President

ADDENDUM A

For the services provided to the City per this Contract, the City agrees to pay the Society a flat fee intended to cover these basic contract services:

- Admission to the shelter
- Physical exam; preventive care: core vaccines; de-wormer; flea treatment
- Medical stabilization & pain management
- Daily food, shelter, and basic care during the minimum stray hold period, with a grace period of up to 10 days
- Lost/found & redemption services
- Fee collection & remittance; financial reconciliation; record keeping & administrative oversight

YEAR	ANNUAL FEE	APPROX. FEE PER DOG
1/1/2020 – 12/31/2020	\$31,500	\$150
1/1/2021 – 12/31/2021	\$34,000	\$170
1/1/2022 – 12/31/2022	\$38,000	\$190

Additional Fees may be charged for the following services, if specifically requested by the City:

Animals held beyond the 10-day grace period:	\$25/day
Veterinary care beyond routine stabilization:	Fee to be negotiated
Expert witness testimony in court proceedings:	Fee to be negotiated
Large-scale seizures, impoundments or emergency evacuations:	Fee to be negotiated
Licensing Agent Fee <i>(If the Society and its subcontractors become designated licensing agents, a consumer-paid agent fee may be charged.)</i>	Fee to be negotiated

CONTRACT FOR ANIMAL SHELTER SERVICES
between
HUMANE SOCIETY FOR SOUTHWEST WASHINGTON
and
WEST COLUMBIA GORGE HUMANE SOCIETY

This is a Contract between Vancouver Humane Society & SPCA d/b/a, Humane Society for Southwest Washington ("HSSW") and West Columbia Gorge Humane Society, ("WCGHS"); providing for HSSW to subcontract with WCGHS to operate a shelter to receive and care for dogs impounded pursuant to Washougal City Ordinance Chapter 8.08 and Camas City Ordinance Chapter 6.08.180 and pursuant to the contract between the City of Washougal and Humane Society for Southwest Washington for said shelter. "City" shall mean City of Washougal. "City Designated Animal Control Agent" shall mean Washougal City Animal Control or any other designated agent the City may choose during the term of this agreement.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between HSSW and WCGHS; set forth the compensation paid by HSSW for such services and provide for other requirements of the parties to this Agreement.

B. TERM OF AGREEMENT

This Agreement will be effective on January 1, 2020 and expires on December 31, 2023.

C. SERVICES

1. As the designated agent of HSSW, WCGHS shall be afforded all rights to enforce the obligations of the City, as outlined in HSSW's contract with the City of Washougal. HSSW shall provide timely support of efforts by WCGHS to enforce these obligations.

ATTACHMENT B

2. HSSW may, from time to time, and with approval from WCGHS, hire subcontractors to support the needs of each organization.

3. FACILITY

- a. WCGHS, as subcontractor for HSSW, will operate an Animal Shelter located at 2695 Index Street, Washougal, WA. WCGHS will pay for and maintain phone lines, internet, and security system for the building.
- b. WCGHS shall operate the Shelter in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health.
- c. Acceptance of dogs from the City of Camas or City of Washougal residents at the HSSW facility (located at 1100 NE 192nd Avenue, Vancouver), will occur only when the Washougal shelter is closed, or is unable to intake dogs due to unexpected circumstances.

4. SHELTER OPERATIONS

- a. WCGHS will maintain and follow a clear set of agreed upon protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations.
- a. WCGHS will establish and maintain convenient public hours of access, including weekend hours – Monday through Saturday 11 a.m. to 5 p.m., subject to change for holidays. WCGHS will provide HSSW and the City two weeks' advance notice of any modifications to the schedule.
- b. WCGHS shall strive to comply with the standards set forth in the "Guidelines for Standards of Care in Animal Shelters" published by the Association of Shelter Veterinarians.
- c. A licensed veterinarian shall monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- d. Dogs will be treated with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food.

5. DOG INTAKE

ATTACHMENT B

- a. WCGHS shall accept dogs on behalf of the City of Washougal and City of Camas that are brought in by the City Designated Animal Control Agent; the Washougal Police Department, Camas Police Department, and members of the public who find stray dogs within the Camas or Washougal city limits.
- b. WCGHS shall provide a procedure whereby animals may be delivered to the Shelter by the City Designated Animal Control Agent 24 hours per day, 7 days per week.
- c. Upon intake, dogs will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the dog's health and comfort. Any impounded dog that is suspected to be a victim of cruelty or neglect will be immediately reported to the City Designated Animal Control Agent.
- d. Dogs will be held for a minimum of three-day stray hold period in accordance with Washougal City Ordinance Chapter 8.08.060 and Camas City Ordinance Chapter 6.08.180. All impound periods shall continue to run during those hours when the shelter is not open for business.
- e. Underage puppies may be placed in a foster setting prior to the end of the stray hold period.
- f. All dogs shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the dog and area where the dog was found.
- g. Should a dog be suffering from serious injury or disease that would endanger other sheltered animals, or cause the dog to endure unnecessary pain and suffering if left untreated, as determined by WCGHS under the guidance of a licensed veterinarian, the dog may be euthanized prior to the expiration of the required hold period and documented on the animal custody record.
- h. Any dog impounded may be redeemed within the stray holding period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred. All dogs must be licensed before release.
- i. Dogs may be denied redemption if placed on investigative hold by City Designated

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Animal Control Agent or the Health Department. Per Washougal City Ordinance Chapter 8.08.150 and Camas City Ordinance Chapter 6.08.150, redemption may be denied to an owner who has cruelly treated an animal. In these cases, WCGHS shall act as directed by the City Designated Animal Control Agent.

- j. WCGHS will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

6. DISPOSITION OF UNCLAIMED ANIMALS

- a. WCGHS shall make all reasonable attempts to reunite stray dogs with their owners, if identified.
- b. No live animals shall be used, sold or donated for experimental purposes.
- c. After minimum hold times have expired, WCGHS shall assume full rights and responsibility for the final disposition of the dog. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.
- d. WCGHS must provide for the humane euthanasia and disposal of animals that cannot be placed, using the most modern and humane method available. Euthanasia should be carried out by certified euthanasia technicians under the provisions established by Washington State law.
- e. WCGHS must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

7. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

- a. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
- b. Dogs are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.
- c. Dogs are to be licensed prior to release.

8. ADMINISTRATION

ATTACHMENT B

- a. WCGHS will act as an agent for the sale of animal licenses for Clark County, the City of Washougal and the City of Camas. Revenue from license sales will be remitted to the contracting jurisdiction, according to the terms of the Licensing Agent Agreement. WCGHS may elect to charge an agent fee for every license purchased.
- b. Upon redemption of any stray animal, WCGHS shall collect and safeguard impound fees as established by each jurisdiction. Collection of fees shall be duly noted on the animal custody report.
- c. Redemption fees shall be posted at the shelter and on WCGHS's website. The WCGHS shall have the authority to allow limited discounts and/or fee waivers, in the event that an owner is unable to pay full redemption fees. Individual records of each fee discount will be forwarded to the City.
- d. WCGHS shall be responsible for collecting all impound and licensing fees due upon redemption of a stray animal, in accordance with Washougal City Ordinance Chapter 8.08.020 and Camas City Ordinance Chapter 6.08.070 and will issue an itemized receipt for every dog redeemed.
- e. WCGHS shall follow established protocols for cash handling and record keeping as outlined in the attached Financial Services Agreement (Attachment D) between HSSW and WCGHS.
- f. WCGHS will cooperate with City officials, the City Designated Animal Control Agent, and/or Clark County Public Health on actions pertaining to animals and quarantine and will assist the City in obtaining and presenting evidence in the civil or criminal prosecution of violations to City code, regulations or laws.

D. INSURANCE

1. WCGHS shall carry liability insurance with the following minimum coverage: \$1,000,000.00 combined single limit bodily injury and property damage, with HSSW, City of Washougal and City of Camas named as additional named insureds, and provide that HSSW 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.

ATTACHMENT B

2. WCGHS shall forward copies of all insurance policies or binders to HSSW within ten (10) days of signing this Agreement.

E. HOLD HARMLESS/INDEMNIFICATION

WCGHS does release, indemnify and promise to defend and save harmless HSSW and 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 HSSW or 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, WCGHS specifically agrees to indemnify and hold harmless HSSW and the City from any and all bodily injury claims brought by employees of WCGHS, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against HSSW or the City. Provided, however, this paragraph does not purport to indemnify HSSW or 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 HSSW or the City its elected officials, officers, employees and agents.

F. ACCOUNTABILITY

1. By the 10th of each month following services, WCGHS shall submit to HSSW aggregate reports reflecting the number of animals handled for the City, and their dispositions.

2. HSSW shall retain the right to inspect the facility, protocols, and records and to investigate matters involving the care of stray dogs impounded from the City jurisdiction.

3. HSSW shall be provided routine access to WCGHS database for reporting and accountability purposes.

4. On a monthly basis, each organization will report the number of stray dogs received, and their dispositions

5. Those records which are public documents shall be made available to members of the public upon request by the City in accordance with the Public Records Act, RCW Chapter 42.56.

ATTACHMENT B

6. WCGHS shall maintain appropriate business licenses during the life of this contract and provide to HSSW a copy of its bylaws, articles of incorporation, applicable business licenses and nonprofit tax-exempt designation. WCGHS shall inform HSSW within thirty (30) days of any changes in any of the above.

G. CONSIDERATION

See ADDENDUM A

H. TERMINATION

This Contract may be terminated at will by any party by giving six (6) months written notice of intent to terminate to the President of the Humane Society for Southwest Washington on the part of WCGHS. No cause for such termination need be shown. In addition, this Contract may be terminated by any party for a material breach of non-performance of contract requirements upon sixty (60) days written notice.

I. GENERAL PROVISIONS

1. INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship between WCGHS and HSSW will be created by this Contract. No agent, employee, or representative of WCGHS shall be deemed to be an employee, agent, or representative of HSSW for any purpose, and the employees of WCGHS are not entitled to any of the benefits HSSW provides for HSSW employees. WCGHS will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. WCGHS is responsible for all taxes applicable to this Contract.

2. GOVERNING LAWS AND DISPUTES

This contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through Executive Director (for WCGHS) and the President (for HSSW), shall meet with each other an attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be in the Superior County of Clark County,

ATTACHMENT B

Washington.

3. AMENDMENT

Any Amendment to this contract shall be in writing and approved by the Executive Director or designee on the part of WCGHS and by HSSW's President or designee on the part of HSSW. 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.

4. WAIVER

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.

5. NOTICES

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to:

To WCGHS:

Executive Director

West Columbia Gorge Humane Society

PO Box 270

Washougal, WA 98671

To HSSW

President

Humane Society for Southwest Washington

1100 NE 192nd Avenue

Vancouver, WA 98684

6. SEVERABILITY

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect to the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

7. ENTIRE AGREEMENT

This instrument constitutes the entire Contract between the parties and supersedes all prior agreements.

8. RATIFICATION

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

ATTACHMENT B


DATED this 1st day of November, 2019

Approved as to form:

West Columbia Gorge Humane Society

By: 
Megan Collins, Executive Director

VANCOUVER HUMANE SOCIETY &
Society for Prevention of Cruelty to Animals,
DBA Humane Society for Southwest Washington

By: 
Stacey Graham, President

ATTACHMENT C

Clark County Licensing Agency Agreement

AGENCY AGREEMENT for the Issuance of Dog and Cat Licenses dated _ _ _ _ _ 20__

Clark County Animal Protection & Control, a program within the Department of Community Development of Clark County, Washington, a municipal corporation, with offices at 1300 Franklin Street, PO Box 9810, Vancouver, Washington, 98666-9810 ("County") and _ _ _ _ _ with offices at _ _ _ _ _ Phone: _ _ _ _ _ ("Agency") agree as follows:

I. County covenants and agrees:

- a. To furnish Agency with official dog and cat license tags, license receipt forms and transmittal forms for issuance to pet owners within Clark County, which the County, in its sole determination, deems sufficient for Agency's location; title to such license tags and license receipt forms remaining with County at all times.
- b. To furnish Agency within one week from notification with a sufficient supply of accounting forms, promotional material, and other materials as necessary for conformance to this agreement.
- c. To furnish Agency with current license issuance procedures manual including rules and regulations for the issuance of dog and cat license tags, and copies of the Clark County or other jurisdiction's code relative to animal control.

2. Agency covenants and agrees:

- a. To properly safeguard and account for all dog and cat license tags, receipt forms from the issuance of such, other forms, documents and materials furnished by County.
- b. To issue dog and cat license tags to pet owners within Clark County, City of Vancouver and Town of Yacolt in conformance to the procedures manual furnished by County, at the rates specified by the Clark County Code (including the assessment of the Agency's fee in accordance with 3b).
- c. To promptly report to County any missing or stolen dog or cat license tags, license receipt forms or other documents, if filing any charges with law enforcement officials with respect to lost or stolen items, to also immediately contact Animal Protection & Control.
- d. To allow Clark County Animal Protection & Control signs to be placed on Agency's premises and permit Clark County to advertise and promote Agency's premises to be used for the issuance of dog and cat license tags.
- e. To encourage and solicit pet owners within Clark County to purchase and display license tags for all their dogs and cats.
- f. To train employees in procedures and policies covered by this Agreement.

ATTACHMENT C

- g. As representatives of the County, to provide courteous and efficient service to all Clark County residents and pet owners.
- h. To not issue any pet license tag without being first given proof of current rabies vaccination for the pet being licensed.
- i. To utilize all forms and reports provided or required by the County and comply with all standards of performance and reporting requirements of County and the Clark County Auditor.

3. It is mutually covenanted and agreed as follows:

- a. Agency shall mail via United States Postal Service, all license receipts received during the prior period in the manner described in 3b, on the _____ Friday of each month, or more frequently when specified by County. Agency shall hold all moneys received from the issuance of dog and cat licenses. Upon receipt of complete and voided receipts, the County shall issue an invoice for the total owed as reflected by receipts and accompanying inventory sheet (supplied by the County). Agent then agrees it shall pay to the County ten business days after the receipt of the invoice the balance due.
- b. Agency has the option to charge and retain up to \$1.50 within the County and 1.00 within the City limits or as otherwise outlined by CCC 8.07.040 and VMC 8.24.040 for each dog or cat license tag issued; said fee to be properly recorded on documents supplied by County and accounted for as described in 2b.
- c. Non-sufficient fund checks or any other term of underpayment from license are responsibility of Agency.
- d. Agency agrees to indemnify and hold harmless the County from any and all actions or claims resulting from this agency relationship.
- e. Agency shall not sell, transfer, or otherwise dispose of unissued dog and cat license tags and license receipt forms and shall return them to County upon its request. Voided receipt forms must be kept and returned to the County along with each period's submittals. All missing receipts will be assumed as issued and invoiced accordingly.
- f. Agency shall not pledge, transfer, or assign this Agreement, nor obtain or attempt to obtain credit or enter into any contracts or agreements in the name of or on behalf of County.
- g. As recipient of public funds, Agency agrees that the County, on its own or by and through the County Auditor, may at any time audit the Agency; Agency agrees to make available all records, books, documents, reports, and all other information related to this agency relationship which on the discretion of the County, or County Auditor, is necessary for an accurate and complete audit; Agency agrees that County, or County Auditor, may take complete possession of said material if such possession is deemed necessary for an accurate and complete audit.
- h. This Agreement shall continue in force and effect until canceled by either party giving thirty (30) days advance written notice of its intent to cancel.

ATTACHMENT C

- i. On or before the termination date as described above, or in the event Agency fails to comply with the terms of this Agreement, Agency shall turn over all license receipts and license receipt forms to County, and County shall recover possession of all unissued dog and cat license tags, license receipt forms, documents, manuals, and other forms/materials issued or furnished to Agency by County.
4. This Agreement and any exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
5. This Agreement shall be interpreted under the laws of the State of Washington. Any litigation under this agreement shall be resolved in the courts of Clark County, State of Washington.
6. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
7. The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement.

WITNESS the due execution of this Agreement as of the ____ day of __ ____, 20__

(Agency)

By _____

Title _____

(County)

By _____

Title _____

ATTACHMENT D

Humane Southwest Network Financial Services Agreement

Between the Humane Society for Southwest Washington and West Columbia Gorge Humane Society

The Humane Society for Southwest Washington will provide Financial Services to West Columbia Gorge Humane Society as follows:

1. Deposit and Record all Checks and Cash Received

a. WCGHS will:

- i. collect all checks and cash received;
- ii. document receipts via the "WCGHS Deposit Record" form;
 - a. Receipt documentation to include an image of each check;
- iii. provide a list of the currency/coinage/checks for each bank deposit;
- iv. deliver the deposit to the bank;
- v. email to HSSW
 - a. copies of the completed WCGHS Deposit Record pages;
 - b. a copy of the bank deposit submitted to the bank;
 - c. receipt from the bank for completed deposit.

b. HSSW will:

- i. reference information included on WCGHS reports (DonorPerfect/ShelterLuv) to determine appropriate account(s) for recording the deposit into the HSSW Sage accounting system;
- ii. contact WCGHS for any clarification that may be required.

2. Record Incoming Payments Received via Credit Card Processing Services (i.e. PayPal, Greater Giving, Benevity, Go Fund Me, etc.)

a. WCGHS will:

- i. enter all payments received via credit card processing services in DonorPerfect and provide HSSW a report of total payments received per day.

b. HSSW will:

- i. enter payment summary in Sage and cross-reference with WCGHS DonorPerfect records for accuracy and completeness.

3. Invoices Received from Vendors/Suppliers via US Mail and/or Electronically

a. WCGHS will:

- i. collect all Invoices received and send to HSSW via email WCGHS "accounting" email account.

b. HSSW:

- i. review all invoices received;
- ii. apply appropriate account coding and record in AP system;
- iii. provide WCGHS a list of Invoices to be paid for approval;
- iv. upon approval from WCGHS, issue payments.

4. Impound Billings

a. HSSW will:

- i. prepare and send (via email) monthly invoice with impound report to the City of Washougal and other municipalities/organizations as appropriate and requested.

b. WCGHS will:

- i. provide the monthly impound report to HSSW via email

5. Recording Additional Financial Entries

a. WCGHS will:

- i. Provide summary report(s) to HSSW as needed for additional entries.
- ii. Process payroll payments and provide payroll reports.

b. HSSW will:

- i. record entries into Sage as required including payroll and payroll taxes, etc.

6. Reconciliations

a. HSSW will:

- i. prepare monthly bank reconciliations
- ii. prepare monthly credit card reconciliation
- iii. reconcile balance sheet accounts as necessary

7. Financial Reports

a. HSSW will

- i. provide WCGHS monthly financial reports including Balance Sheet, Profit & Loss Statement, Budget vs. Actual reports, and other necessary board reports
- ii. Upon request HSSW will provide requested financial information to WCGHS as required for grants, donors, potential sponsors, and potential partners.

8. Washington State Business and Occupation Tax

a. HSSW will

- i. process and issue quarterly B & O taxes on behalf of WCGHS

9. 990 Preparation

a. HSSW will

- i. prepare annual Form 990 on behalf of WCGHS.

10. Additional Notes:

a. HSSW will:

- i. process all WCGHS vendor payments on Wednesday of each week;
- ii. generate a listing of invoices to be paid and email list to WCGHS for approval;

b. WCGHS will:

- i. return invoice list to HSSW with approval or exceptions noted

c. HSSW will:

- i. upon approval to print, printed checks will be signed using WCGHS Signature Stamp
 - a. signature stamp will be stored in a locked cabinet with access limited to the HSSW Director of Finance (or designee when absent);
- ii. mail checks with appropriate supporting documents as appropriate.

We understand and agree to the Guiding Principles and Terms of the Humane Southwest Network Mutual Aid and Assistance Agreement.

Humane Society for Southwest Washington - 1100 NE 192nd Avenue, Vancouver, WA 98684

Date: 8/27/19

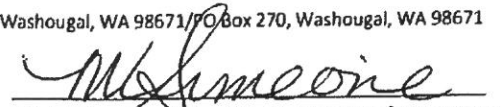

Jason Hudson, Board Chair

Date: 8.27.19

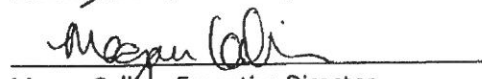

Stacey Graham, President

West Columbia Gorge Humane Society - 2675 Index Street, Washougal, WA 98671 / PO Box 270, Washougal, WA 98671

Date: 8/27/19


Micki Simeone, President, Board of Directors

Date: 8/27/19


Megan Collins, Executive Director

ADDENDUM TO ATTACHMENT E

Beginning July 2019, the Humane Society for Southwest Washington will provide West Columbia Gorge Humane Society an invoice in the amount of \$575.00 per month for expenses associated with providing financial services as stated in Attachment E. Invoices will be sent to West Columbia Gorge Humane Society on the 20th of each month for payment by the 30th of each month.

The financial services fee between Humane Society for Southwest Washington and West Columbia Gorge Humane Society will be reevaluated and reviewed for renegotiation at the end of each year.