

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator

DATE: November 14, 2011

SUBJECT: Agreement for Shelter and Related Services; Humane Society of Jefferson County; \$0



STATEMENT OF ISSUE:

The Board of County Commissioners are requested to approve an agreement for animal shelter and related services with the Humane Society of Jefferson County.

ANALYSIS:

The County owns and operates the Animal Shelter at 112 Critter Lane, near the County transfer station. The proposed agreement with the Humane Society of Jefferson County would have this non-profit organization assume operation of the shelter, and is in line with the County's adopted Strategic Plan as well as Fiscal Budget Objective 6.d. of its adopted 2012 Budget Goals and Objectives resolution, which says the County should "privatize and/or outsource services, programs, and functions where appropriate."

This proposed agreement relieves the Sheriff Office of the responsibility to provide day to day oversight of shelter operations and finances, and helps the County's General Fund by limiting the County's exposure to the shelter's operating costs in caring for the animals and related services.

Sheriff Hernandez, the staff and volunteers at the Animal Shelter, and the Humane Society of Jefferson County deserve thanks for developing the enclosed proposal.

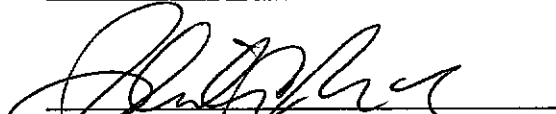
FINANCIAL ANALYSIS:

In the 2012 contract, facility utility and maintenance costs will be paid by the County (along with some extraordinary medical and longer impound costs) while the Humane Society will pay all other operational costs. In future years, if an operating entity also assumes facility costs, the county will save about \$15,000 to \$20,000 in routine annual facility costs, and also save larger periodic capital maintenance costs.

RECOMMENDATION:

It is recommended that the Board of County Commissioners pass a motion authorizing execution of the proposed Agreement.

REVIEWED BY:


Philip Morley, County Administrator


Date

**THE HUMANE SOCIETY OF JEFFERSON COUNTY WA
AGREEMENT FOR SHELTER AND RELATED SERVICES**

This contract is entered into by and between **JEFFERSON COUNTY**, a political subdivision of the state of Washington, hereinafter referred to as "Jefferson County," and the **HUMANE SOCIETY OF JEFFERSON COUNTY WA**, a non-profit corporation, hereinafter referred to as the "Society," for certain animal shelter and related services as described herein.

WHEREAS, Jefferson County provides companion animal licensing and animal control services in unincorporated Jefferson County, and owns and operates a shelter facility for companion animals, which facility is located at 112 Critter Lane, Port Townsend; and

WHEREAS, the shelter facility is staffed almost entirely by volunteers, many of whom are members of the Humane Society of Jefferson County; and

WHEREAS, the Humane Society of Jefferson County is incorporated as a 501(c)(3) non-profit organization; and

WHEREAS, the Humane Society wishes to assume from Jefferson County the daily operations within the facility to continue to temporarily shelter, care for, and find suitable homes for companion animals, and provide for the disposal of deceased animals at the shelter, regardless of whether animals originate in incorporated or unincorporated Jefferson County, and will assume the cost of doing so; and

WHEREAS, the Humane Society intends to assume the management and financing of both regular and capital maintenance of the facility as well as its utilities in 2013, and has requested 2012 be a transition year to prepare to take on this additional responsibility; and

WHEREAS, Jefferson County desires to support the transition of the operation and maintenance of the shelter to assure continued quality shelter services for the community, while reducing its burden on County finances for other essential public services;

NOW, THEREFORE, in consideration of the mutual benefits derived, the parties agree as follows:

I. THE SOCIETY AGREES:

(1) To furnish and maintain and to employ adequate staff for suitable shelter for the handling of stray, impounded, and unwanted companion animals turned over to the Society by Jefferson County personnel or residents of unincorporated Jefferson County. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents. Companion animals specifically exclude livestock (horses, cows, pigs, sheep, goats, fowl, etc.) venomous or dangerous reptiles

and wild or exotic animals. Such facility shall include cat kennels and dog kennels, as well as provide for the humane disposal of sick and injured companion animals. The Humane Society will provide for disposal (rendering or cremation) services for animals turned over to the Society by Jefferson County personnel or residents of unincorporated Jefferson County deceased upon arrival or during the time of sheltering. Animals impounded by the County and awaiting disposition by the courts will be held for up to 5 days without additional charge. For animals impounded by Jefferson County personnel, after 5 days, board will be charged to Jefferson County at the rate of \$10 per day for a dog and \$5 per day for a cat.

(2) To operate the shelter and keep it staffed and open for the purposes of receiving companion animals and allowing such animals to be redeemed during regular business hours Tuesday through Saturday; PROVIDED THAT the Society shall establish and maintain 7-day per week, 24-hour per day access for Jefferson County animal control officers to drop off companion animals or carcasses outside of normal shelter hours. It is understood that this does not include responsibility for care for sick or injured companion animals prior to admission to the shelter.

(3) The Society shall act as an agent in the sale of animal licenses for Jefferson County and shall collect fees as established by Jefferson County. Licenses must be purchased for all dogs and, if requested, for cats. The society shall keep all fees collected from licenses and shall maintain an accurate license database and provide to the animal control officers a monthly report of licenses sold. The license fee receipts shall be used exclusively for the Society services.

(4) To provide orientation and training to Jefferson County animal control officers regarding the Society's shelter and its admissions policies, practices and other Society operations as appropriate.

(5) To maintain complete records of animals received and animals disposed of on behalf of Jefferson County. The Society agrees to make its records available for Jefferson County's inspection at reasonable times. The Society further agrees to make available to Jefferson County for inspection during normal business hours all work-related records and documents.

(6) To provide access to computers for the Jefferson County Animal Control Officers to enter data relating to animals picked up by those Animal Control Officers into the database software.

(7) To provide weight measurements at time of admission for animals involved in cruelty investigation, per request of the Jefferson County Animal Control Officers. This service will be offered for cases of 1 to 2 animals and may be repeated weekly as deemed necessary by the Veterinarian. Cruelty cases involving 3 to 6 animals seized by Jefferson County personnel would require advance notification in order to perform this service. Cases initiated by Jefferson County personnel involving either 6 or more animals or animals needing detailed history and/or physical exams will

require the involvement of a licensed veterinarian of Jefferson County's choice at County expense.

(8) To furnish expendable equipment and supplies used in the performance of the Society's obligations arising from its day to day operation of the animal shelter, , except any equipment and supplies which Jefferson County expressly promises (elsewhere in this Agreement for Services) to furnish.

(9) The Humane Society will work with Jefferson County to develop and execute for 2013 a facility licensing agreement whereby the Humane Society assumes financial and management responsibility for regular and capital maintenance of the shelter facility as well as its utilities. The Humane Society shall present the County a draft operating agreement and a draft financing and expenditure plan by August 1, 2012. The Humane Society will negotiate in good faith toward a facility license.

(10) To procure and maintain comprehensive general liability insurance, and professional liability insurance with limits not less than \$1,000,000.00 (\$1,000,000.00 bodily and personal injury and property damage insurance) per occurrence, \$2,000,000 aggregate liability cap. The County is to be named as an additional insured as respects this insurance contract and such insurance as is carried by the Society is and shall be primary over any insurance carried by Jefferson County. In the event of a nonrenewal, cancellation, or material change in the coverage provided, 30 days' written notice will be furnished to Jefferson County prior to the date of nonrenewal, cancellation, or change. Such notice shall be sent to the Clerk of the Jefferson County Commissioners, P.O. Box 1220, Port Townsend WA 98368. Jefferson County has no obligation to report occurrences unless a claim is filed with Jefferson County, and Jefferson County has no obligations to pay premiums on such insurance. Said insurance shall be "occurrence" based rather than "claim" based.

(11) The Society agrees to hold harmless, indemnify and defend Jefferson County and its officers, officials and employees from any claim, liability, lawsuit or legal judgment arising from or out of the negligent or tortuous actions or inactions of the Humane Society in its performance of the activities and services set forth herein in this agreement to be performed by the Society. The Agreement to indemnify, defend and hold harmless Jefferson County by the Society shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the sole negligence of Jefferson County officers, officials, or employees, or arising from their actions with respect to the handling or treatment of companion animals referred to in this agreement *prior to* the admission of such animals to the shelter and the assumption by the shelter and the Society of the care and custody of such animals. Because the insurance to be obtained pursuant to this Agreement shall be "occurrence" based the obligation of the Society under this Section shall survive the termination of this Agreement if the claim, liability, lawsuit or legal judgment necessitating the indemnification and hold harmless of the County arises out of an occurrence that occurred during the term of this Agreement.

(12) The Humane Society is hereby authorized to provide any of the above services for animals turned in by City of Port Townsend personnel or residents of Port

Townsend, subject to reasonable fees, if any, it may require. However the County shall have no financial responsibility for costs associated with those services, including but not limited to medical costs, and increased facility or utility costs.

(13) **Non-discrimination.** The Society agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding nondiscrimination and equal employment opportunities. The Society shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age marital status, familial status, or the presence of any sensory, mental or physical handicap.

II. JEFFERSON COUNTY AGREES:

(1) With respect to the facility located at 112 Critter Lane Jefferson County will furnish necessary maintenance to the building and septic system and pay all utilities including electricity, propane, water, telephone, computer cable and waste disposal. The roadway from the front gate to the rear of the shelter will be repaired as necessary to eliminate potholes. The facility and all equipment, furniture and fixtures therein belonging to the County shall remain the property of Jefferson County, and shall be returned to the County upon the termination of this Agreement.

(2) To allow the Humane Society to retain all licensing fees and adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter since the Society has factored retention of such fees into the cost of operation.

(3) Until the Humane Society takes custody of the animal, Jefferson County is responsible for all emergency care of any animal that the County impounds. Jefferson County will be responsible for payment of care for impounded animals taken by Jefferson County to veterinary clinics by its Animal Control officers prior to admittance to the Shelter.

(4) Jefferson County animal control officers will completely and accurately perform the data input required for shelter admission as well as scan each animal for microchips. During shelter business hours Society employees will administer canine vaccines. After shelter business hours, animal control officers must administer canine vaccines provided by the Society to animals dropped off at the shelter as required by shelter admissions policy, with the exception of when Jefferson County animal control officers have an emergency situation or the dog's behavior is dangerous, provided the officer notes the exception on the medical log. The Society will provide the necessary training for the vaccinations and computer intake requirements. The Society will create the shelter admissions policy and provide it to Jefferson County.

(5) To hold the Society harmless from any damages or attorneys' fees or costs incurred by the Society, as a result of litigation which (a) names the Society and (b) involves a Jefferson County ordinance that is declared illegal or unenforceable and

upon which the Society relied in the performance of its obligations under this agreement.

(6) To inventory the County's equipment and furniture located at 112 Critter Lane prior to the Society beginning its operation of the shelter and to provide the Society with a copy of said inventory.

(7) The County will provide to the Humane Society up to three computers, one printer and one copier (or one combined printer/copier) to begin initial operations. The County will also transfer the license for ShelterPro software to the Humane Society. The Humane Society will be responsible for providing all supplies, maintenance, and replacement for the units, all software beyond the operating system and ShelterPro, as well as any future licensing, software maintenance agreement and replacement cost for ShelterPro.

III. MUTUAL COVENANTS AND UNDERSTANDINGS: Both parties hereto agree to the following conditions:

(1) Term. The term of this contract shall cover the period from January 1, 2012, through December 31, 2012, except as noted in Section I.(10).

(2) Either party can terminate this contract upon 180 days' written notice; Provided that either party may terminate this upon 60 days' written notice for breach of any material clause herein. To facilitate timely renewal or termination, the parties agree to commence negotiations for the 2013 contract by August 1, 2012, and to gather and provide to each other all pertinent data reasonably necessary to meaningfully negotiate.

(3) Modification. This instrument constitutes the entire Agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of the agreement, the party shall provide 90 days' 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) All persons employed by the Society to perform its obligations under this contract shall be employees of the Society and not of Jefferson County.

(5) Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

Notice to JEFFERSON COUNTY shall be sent to:

For animal control issues:

Jefferson County Sheriff's Office
Attn: Sheriff Tony Hernandez
79 Elkins Road
Port Hadlock, WA 98339

For licensing or payment issues:

Jefferson County Administrator's Office
Attn: Philip Morley, County Administrator
P.O. Box 1220
Port Townsend, WA 98368

Notice to the SOCIETY shall be sent to:

Humane Society of Jefferson County WA
Attn: President
P O Box 845
Port Hadlock, WA 98339

(6) Litigation Costs and Fees. In the event of litigation concerning the terms of or performance under this Agreement, each party will be responsible for their own costs, fees and expenses.

(7) Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

IN WITNESS WHEREOF:

Jefferson County and the Society have entered into this contract on the last date noted:

JEFFERSON COUNTY

HUMANE SOCIETY

John Austin, Chair

Date

Paul Becker, President

Date

Attest/Authenticated:

Approved as to Form Only:

Raina Randall
Deputy Clerk of the Board

David Alvarez 11/10/2011

David Alvarez,
Deputy Prosecuting Attorney