



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, January 13, 2020
5:00 PM**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PRESENTATION - Camas/Washougal Community Chest: Dave Pinkernell and Joelle Scheldorf**
 - A. Presentation Material**
- IV. PUBLIC COMMENTS**
- V. NEW BUSINESS**
 - A. Administration: Animal Shelter Service Update**
 - B. Human Resources: Personnel Policy update changing Police Commander to Captain**
- VI. PUBLIC COMMENTS**
- VII. REPORTS AND COMMUNICATIONS**
 - A. CITY MANAGER**
 - B. MAYOR**
 - C. CITY COUNCIL**
- VIII. ADJOURNMENT**

UPCOMING MEETINGS: Monday, January 27, 2020 - Workshop at 5:00 pm and Council at 7:00 pm

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/13/2020

SUBJECT:

Camas Washougal Community Chest Presentation

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

▯ **Community Chest 2019 City of Washougal.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

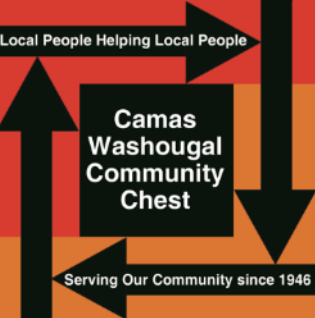
RECOMMENDED ACTION



Local People Helping Local People

Camas Washougal Community Chest

Serving Our Community since 1946



Camas-Washougal Community Chest

All volunteer organization dedicated to helping the people of Camas and Washougal since 1946

"1. To promote the welfare of the community of the cities of Camas and Washougal, Washington, to solicit, collect and otherwise raise money for patriotic, war, charitable, philanthropic or other benevolent purposes, and to expend, distribute, disburse and otherwise handle, invest and dispose of the same for such purposes; to relieve existing philanthropic and civic organizations from the necessity of making separate appeals and collections, thereby enabling beneficiary organizations to more effectively carry on the work they are organized to do."



**APPROVED
AND FILED**

SEP 28 1956

EARL COE
SECRETARY OF STATE

BY *Rayne Neuman*
Assistant Secretary of State

585

Filed for record in the office of the Secretary of State February 26, 1946
at 9:50 o'clock A. M.
Recorded in Book 347 Page 202-05
Domestic Corporations
Belle Reeves
Secretary of State.

Filed at request of
John D. Currie, Atty.
Camas, Washington

ARTICLES OF INCORPORATION ** Page three

IN WITNESS WHEREOF we, the undersigned incorporators, have hereunto set our hands this 25th day of February, A.D. 1946

Dr. G. K. Harris

Edmund Egeas

Marjorie J. Howard

RICHARD LAWTON and HUGH A. KNAPP, each being first duly sworn on oath, depose and say: That they are respectively the President and Treasurer of Camas Community Chest, Inc.; that on September 25, 1956, at a meeting of the members of said corporation, notice of which was given in compliance with the By-Laws thereof, the above and foregoing Resolution was duly passed and the amendments to said Articles of Incorporation were unanimously adopted by the members of said corporation present at said meeting.

Richard E. Lawton
Hugh A. Knapp



Inter-faith Treasure House

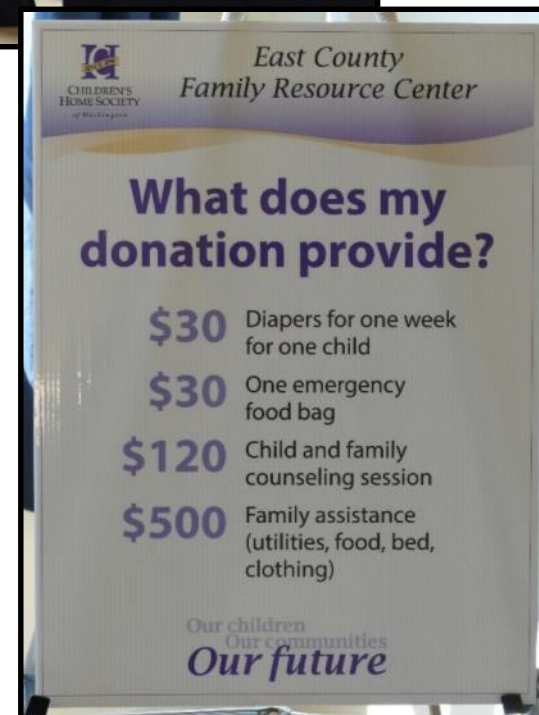
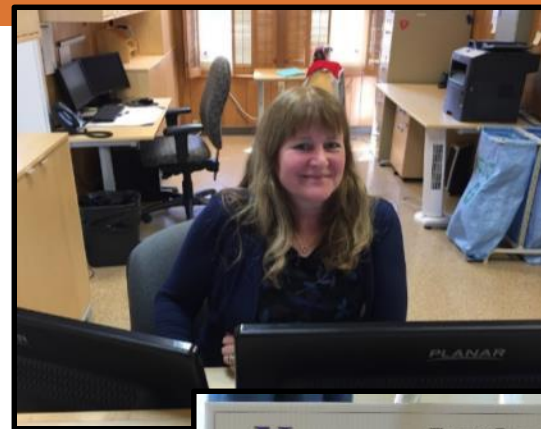
- In 2018, 3,910 meals served at Lost and Found Café
- 170 students took weekend food home in backpacks
- In 2019, CWCC \$5,000 Challenge Grant helped IFTH buy new large delivery van for weekend food backpack program for CSD schoolchildren





Children's Home Society of WA at East County Family Resource Center

- 2,500 persons helped in 2018
- Grant helps fund salary for full-time staff, Laura Williams
- Center focuses on building skills in families, leaving them better prepared to function independently
- Child and family counseling sessions
- Weekend backpack program for Washougal schoolchildren





New Grant Recipient – Teen Reach Adventure Camp Camas

- 27 youth in foster care attended a 3-day summer camp staffed by 62 volunteers (40 volunteers were from Camas or Washougal)
- CWCC grant helped pay for equipment, t-shirts, supplies
- From a foster parent: *"You and your staff did a wonderful job. The kids had a great time and everything was perfect. I was wowed at everything they did and the beautiful pictures they got to bring home. My niece said "I can't believe how many people really love me" - this says a lot and she really needed this. Please let your staff know they are a true blessing to our community."*





Emergency Grant

In 2019, two emergency grants were issued to Refuel:
Last winter: Help set up a severe weather shelter
This winter: Outdoor winter waterproof sleeping bags for the homeless when shelter is not open.





35 local non-profit agencies helped over the last 7 years

- Inter-Faith Treasure House
- Children's Home Society – East County Family Resource Center
- Meals on Wheels People
- CSD & WSD Principal's Checkbooks
- Family Promise of Clark County
- Janus Youth Programs
- Evergreen Habitat for Humanity
- General Federation of Women's Clubs
- Journey Theater Arts Group
- TreeSong Nature Awareness Center
- JD Currie Youth Camp
- Camas-Washougal Historical Society
- Partners with Camas Parks & Rec – Camtown
- Camas Farmers Market – Produce Pals
- ReFuel Washougal
- Lower Columbia Fish Enhancement Group
- Teen Reach Adventure Camp - Camas
- Opera Quest Northwest
- Camas Sister City Organization
- Friends of the Columbia Gorge
- REACH Community Development
- Lower Columbia Estuary Partnership
- C-W Top Soccer Club
- Young Life
- Pathways Clinic
- Camas Washougal Boy Scouts
- Silver Star Search & Rescue
- Friends and Foundation of the Camas Library
- FV Regional Library – Washougal
- New Day Dental
- Lifeline Connections
- St Anne's Safe Car Camping & Stay program
- Liberty Athletics
- Police Activities League of SW Washington



Executive Summary

2019 Grants

- In 2019, the C-W Community Chest gave out **\$108,500** in grants to **29 agencies**, providing over **18,000 individual services** for people in Camas and Washougal. That's an increase of around 50% from our 2015 and 2016 totals!
- This is pretty astonishing, given that not so long ago, our major donors – **Camas paper mill** employees – were subject to layoffs and our future looked uncertain.
- Because the C-W Community Chest has no paid employees and very low expenses, and we have pledged to give back every dollar donated, we were able to fully fund many longtime grant recipients and help out a few new ones.
- In recent years, over **97% of all donations** have gone directly back into the community. (The remaining 3% largely covers insurance and printing fees.)



Current Officers and Board Members

- Joelle Scheldorf – President
- Bolt Minister – co-President Elect
- Pete Capell – co-President Elect
- Dave Pinkernell – Past President
- Richard Reiter – Campaign Manager
- Marianne Reiter – Treasurer
- Cari Corbett – Secretary
- David Scott
- Jeff Snell
- Mary Templeton
- Stuart Bennett
- Matthew McBride
- Jeff Dambrun
- Nancy Swimley

Local People Helping Local People

www.CamasWashougalCommunityChest.org



Add'l slides if time allows



New Grant Recipient – Family Promise of Clark County

- 8 homeless families enrolled so far, with 5 families “graduating” this year
- Program provides families with short-term housing and food while it helps them find long-term affordable housing





Janus Youth Programs

- In 2018, 10 Camas & Washougal youth in crisis or high-risk situations were provided shelter and outreach services to help them gain the skills and support they need to move forward



Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/13/2020

SUBJECT:

Animal Shelter Service Update

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **Resolution surplusing animal shelter building to WCGHS 1.13.20.docx**
- ▢ **Amendment to ILA between Washougal and Camas for Animal Control and Shelter Services Jan 13 2020 worksession draft.docx**
- ▢ **Contract with HSSW_WCGHS for Animal Shelter Services 01-13-20 worksession draft.docx**
- ▢ **WCGHS Assignment and Assumption of Lease.pdf**
- ▢ **WCGHS First Addendum to Assignment of Lease.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

RESOLUTION NO. _____

A Resolution by the Washougal City Council
Surplusing Property and Authorizing
City Manager to Convey Property

WHEREAS, the RCW 35A.11.010 provides that a non-charter code city may sell or convey property where the property is no longer useful to the City; and

WHEREAS, the Council finds that the building and appurtenant personal property (the "Property") associated with the West Columbia Gorge Humane Society ("WCGHS") no longer serves a purpose to the City and is surplus to its needs; and

WHEREAS, the property has been used as an animal shelter since 1998, and the condition of the Property has substantially degraded to the point that in order to maintain the Property as an animal shelter the city would have to incur costs of \$100,000 or demolish the building with an estimated cost of \$78,775; and

WHEREAS, the WCGHS agrees to improve the Property at no cost to the City to continue using it for the public benefit of providing humane society services to the City for the property's useful life in exchange for an "AS IS" Bill of Sale to the building and appurtenances, as set forth in Exhibit "A", attached hereto; and

WHEREAS, the depreciated value of the building in its current condition, stated in terms of dollars, equals \$82,320.

NOW THEREFORE, the City of Washougal hereby finds the personal property set forth on Exhibit "A" to be surplus to the needs of the City, and hereby authorizes the City Manager to convey the property in exchange for a commitment from WCGHS to use the property as a humane society shelter for the useful life of the building and appurtenances, and to sign a Bill of Sale memorializing the transactions, copies of which is attached hereto and by this reference incorporated herein.

PASSED BY COUNCIL this 27th day of January, 2020 in regular session.

Molly Coston, its Mayor

Attest:

Jennifer Forsberg, City Clerk

Approved as to Form:

Kenneth B. Woodrich, City Attorney

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL BETWEEN THE CITY OF WASHOUGAL AND THE CITY OF CAMAS

WHEREAS, on January 1, 1983, the City of Camas, a municipal corporation, and the City of Washougal, a municipal corporation, entered into an agreement for a joint Animal Control program, pursuant to RCW 39.34, the Interlocal Cooperation Act, and

WHEREAS, amendments have been approved in 1994, 1996, 2000 and 2013, to this Interlocal Cooperation agreement, and

WHEREAS, Camas and Washougal determined that it continues to be to the advantage of both cities to continue the joint animal control program, and

WHEREAS, the parties agree that the current Interlocal agreement needs to be updated for the continued efficient operation of the joint animal control operation.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Effective upon execution of this amendment , Camas and Washougal shall continue the joint animal control program under the authority of the Interlocal Cooperation Act, RCW 30.34, and the terms of the agreement.
2. Camas agrees that Washougal has the authority to enter into contracts in order to run the program as efficiently and effectively as possible - while staying in line with item 9 below. This includes, but is not limited to, contracts to operate the kennel and purchase shelter services. It is acknowledged that Washougal may surplus the animal shelter and contract for the provision of animal shelter services.
3. This agreement supersedes and replaces all previous agreements between the parties on animal control and housing in its entirety.

- i. The program costs shall be shared by the City of Camas at 50% and the City of Washougal at 50%.
 - ii. Revenues received on behalf of the City of Camas will be reflected on the semi annual invoice and will reduce the amount owed by Camas. These revenues will be broken out by type to allow for proper revenue recognition.
4. All capital equipment, hereinafter defined as equipment of a value in excess of \$5,000 purchased after the date of this agreement, shall be jointly owned by the City of Camas and the City of Washougal. In the event this agreement is terminated for any reason, then within thirty (30) days of the date of termination, the City of Camas and City of Washougal shall determine the respective distribution of said property, whether by retaining said property and/or purchase at book value.
5. The animal control officers shall be City of Washougal employees. No employee/employer relationship shall exist with the city of Camas and the animal control officers, except to provide a limited commission to enforce provisions contained in the animal control sections of the Camas Municipal Code. The animal control officers shall be entitled to such employee benefits, including, but not limited to, retirement, vacations, sick leave, and medical insurance, as are provided for under the ordinances of the City of Washougal. The City of Washougal shall have the sole responsibility for providing such benefits, and the City of Camas shall have no obligation to provide animal control officers with the additional benefits provided for under the ordinances of the City of Camas. The City of Washougal shall further have the duty to pay FICA, Medicare, industrial insurance, unemployment and all other employee taxes for the animal control officers, and the City of Camas shall have no obligation therefore, except as provided under Section 9, Financial Contribution.
6. Authority is provided to staff the joint program with two (2) full time employees.

7. Each officer will be authorized to work forty (40) hours per week, at times and days determined by the employer.
8. Prosecution of animal control violations and issuances of animal licenses shall be the separate responsibility of each city.
9. BUDGET – Written requests and verbal explanations shall be consistent with the policies, procedures and timetables applicable to each city. The budget shall clearly set forth costs to be divided between each municipality.

10. ANIMAL SHELTER SERVICES

Washougal will:

- i. Ensure the operation of the animal shelter at 2695 Index Street, Washougal, WA and will ensure that the shelter operator will receive dogs brought there pursuant to Camas City Code (Title 6 Animals) by the animal control officers & strays brought by citizens.
- ii. Provide access to the public in order to redeem animals held in the shelter during all hours that the Washougal City Hall is open to the public.
- iii. Ensure that the shelter operator will supply, feed, house, and care for all animals received at the facility in accordance with those conditions set forth in Camas City Code (Title 6 Animal). Animal shelters shall meet the following conditions:

General conditions:

- iv. Animal housing facilities shall be provided for the animals, shall be structurally sound, shall be maintained in good repair, and shall be designed so as to protect the animals from injury and to restrict the entrance of other animals.
- v. Each animal shall be provided with adequate floor space to allow such animal to turn about freely and to easily stand, sit and lie in

a comfortable, normal position.

- vi. Any electrical power shall be supplied in conformance with applicable electrical codes adequate to supply heating and lighting as may be required.
- vii. Water shall be supplied at sufficient pressure and quantity to clean indoor housing facilities and enclosures of debris and excreta.
- viii. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
- ix. Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be provided and operated as to minimize vermin infestation, odors and disease hazards.
- x. Washroom facilities, including sinks and toilets, with hot and cold water, shall be conveniently available to maintain cleanliness among animal caretakers and for the purpose of washing utensils and equipment.
- xi. Sick, diseased or injured animals shall be separated from those appearing healthy and normal and shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
- xii. An employee, or keeper, shall make provisions to feed, water and do the necessary cleaning of animals daily.
- xiii. No person shall misrepresent an animal to a consumer in any way.
- xiv. No person shall knowingly release a sick or injured animal without disclosing the sickness or injury to the recipient.
- xv. Animals, caged, closely confined or restrained shall be permitted daily exercise in a yard or area suitable for that purpose, for an

appropriate length of time, as determined by their size, age and species.

Indoor facilities shall:

- a. Be sufficiently heated or cooled when necessary to protect the animals from temperatures to which they are not accustomed, taking into consideration their age, size and species.
- b. Be adequately ventilated to provide for the health of the animals and to remove foul odors there from. The ventilation system to be utilized shall be designed so that the volume of air within any enclosed indoor facility or part hereof shall be replaced by fresh air three or more times per hour. If ventilation equipment is used, it shall be constructed in conformance with current standards of good engineering practice with respect to noise and minimization of drafts.
- c. Have ample light, either natural or artificial, or both, of good quality and well distributed to provide for such illumination as necessary to inspect and clean during the entire working period. Such facilities shall be placed as to protect animals from excessive illumination. Sufficient lighting shall additionally be supplied in the area of sinks and toilets to provide for the hygiene of animal caretakers.
- d. Have interior wall, ceiling and floor surfaces constructed of materials which are resistant to the absorption of moisture and odors, or such surfaces shall be treated with a sealant or with paint. Floor surfaces shall not be made of unsealed wood. Interior walls shall be constructed so that the interface with floor surfaces is sealed from the flow or accumulation of moisture or debris.
- e. Contain a suitable method of drainage to facilitate the rapid elimination of excess water under any weather or temperature condition from the indoor housing facilities. Such system shall be connected to a sanitary sewer or septic tank system which conforms to standards of county building codes.

- f. Be maintained in a clean and sanitary condition, with the use of a safe and effective disinfectant in cleaning.

Outdoor facility conditions shall:

- a. Be constructed to provide shelter from excessive sunlight, rain, snow, wind, heat, cold or other elements.
 - b. Be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.
 - c. Contain a suitable supply of drainage and be constructed to prevent an accumulation of water, mud, debris, excreta or other material, capable of being kept clean and sanitary, and shall be kept so.
 - d. Be enclosed by walls or fences sufficient to keep animals within and to prevent entrance of other animals.
11. In accordance with law and the following process and procedures Washougal will with its own employees or by contract:
- a. Be responsible for the return of impounded animals to the proper owner and custodian thereof pursuant to the provisions of Camas City Code (Chapter 6 Animals)
 - b. Euthanize or place for adoption animals not claimed or redeemed within the time set forth within the Camas City Code. Washougal agrees to provide for euthanization of said animals, utilizing trained personnel, by use of a humane means that is acceptable to Camas, not to include the use of a decompression chamber. No live animals shall be used, sold or donated for experimental purposes.
 - c. Before releasing an animal subject to licensing, under Camas City Code 6.08, Washougal 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, Washougal shall supply a pre-numbered receipt to the person to whom the animal is released up on a form provided by the applicable City designated Animal Control Agent showing payment of the current Camas license fees (if the animal had been unlicensed) and civil penalties and showing payment of any Camas redemptions fees as set by Camas City Code (Title 6 Animals). A copy of each such receipt and license fee shall be transmitted to the Camas Finance Department. Nothing in this section shall preclude a resident from using the appeals procedure provided in Camas City Code Title 6, if applicable.

- d. Appoint an administrator who shall have full operational control and be responsible for the day-to-day operation and management of the facility. Personnel required to carry out this agreement shall be directly hired and retained by Washougal or shall be provided by contract. Volunteers may be used in addition to paid or otherwise compensated staff or employees of a contractor.
- e. Comply with all applicable requirements set forth in Camas City Code.
- f. Develop and keep current procedure and training manuals to demonstrate procedures for daily shelter operations, animal adoptions and public education programs. An up-to-date copy of each such manual shall be submitted for review to Camas. Thereafter an informational copy of any substantive changes to a manual shall be forwarded to the Camas Police Department not less than ten (10) working days prior to implementation of the changes.
- g. Operate in accordance with any zoning and health standards set by state or local law. Comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, workers' safety and all other legal requirements governing employee relations and working conditions.
- h. Act as an agent in the sale of animal licenses for Camas and remit the license fees to Camas quarterly.

- i. Upon release of any animal, whether by redemption or adoption, Washougal shall collect and safeguard fees as established by Camas City Code and their policies. Collection of fees shall be duly noted on the Animal Custody report and Camas approved receipt forms.
- j. Not enter into any other agreements that would infringe upon its ability to fulfill contractual requirements without prior consent of Camas.
- k. Not assign this Agreement or the subject matter thereof without first securing consent from Camas.
- l. Agrees to cooperate with the Southwest Washington Health District on actions pertaining to animals and quarantine; to assist the Camas City Clerk, and the Camas City Attorney in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance pertaining to animal control, including licensing and registration.
- m. Provide services associated with animal sheltering. The services include, but are not limited to:
 - i. Record Keeping
 - ii. Animal Receiving- history
 - iii. Identification requirement/In shelter tracking
 - iv. Lost & Found
 - v. Health Care & Adoption
 - vi. Vaccination/health check
 - vii. Adoption
 - viii. Spay & Neuter Referral
 - ix. Agrees to utilize a complaint tracking system to provide for the substance and resolution of citizen complaints.

12. INDEMNIFICATION/INSURANCE REQUIREMENTS

- a. Washougal shall maintain liability insurance at standard levels provide by the Washington Cities Insurance Agency (WCIA) or equivalent. Should Washougal withdraw from membership in WCIA they shall

provide Camas with a one-year notice.

- b. Washougal does release, indemnify and promise to defend and save harmless Camas, 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 Camas, 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, Washougal specifically agrees to indemnify and hold harmless Camas from any and all bodily injury claims brought by employees of Washougal , and expressly waives its immunity under the Industrial Insurance act as to those claims which are brought against Camas. Provided, however, this paragraph does not purport to indemnify Camas against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of Camas, its elected officials, officers, employees and agents.

13. ACCOUNTABILITY

- a. By the 10th of each month following services, Washougal shall submit to Camas through the Animal Control Department, reports reflecting the number of animals handled for Camas, their source, their disposition and a brief narrative highlighting the months activities. Camas shall provide the format for these report or the forms themselves.
- b. Washougal shall submit to both regular and random performance and financial audits by Camas regarding this Agreement. Reports of such audits will be a public record and may have a bearing upon contract continuation and/or extension. Camas shall retain the right to inspect all records and to investigate any matter involving the care of animals or any matter involving the animal shelter agreement.
- c. Washougal shall make available for Camas inspection at any

reasonable time all records relating to the services, inspection, care provided, reports, etc and/or Camas business. All such reports shall remain the property of Camas. Those records, which are public documents, shall be made available to members of the public upon request to Camas in accordance with the Public Disclosure Act, RCW Chapter 42.17.

- d. Washougal shall handle and process documents and revenues from animal impounds, redemption, adoption and licenses issued.
- e. If requested by Camas or their designee, Washougal shall arrange to have the Shelter inspected by a veterinarian licenses to practice in the State of Washington and shall file a report of such inspection, signed and dated by the inspecting veterinarian.
- f. Washougal agrees that Camas officials, employees and agents shall have unrestricted access to the Shelter in order to verify compliance with the terms of this agreement.

14. CONSIDERATION

- a. For the services provided to Camas in this Agreement, Camas agrees to pay according to section 3 above.

15. GENERAL

- a. The parties intend that an independent contractor relationship between Washougal and Camas will be created by this Agreement. No agent, employee, or representative of Washougal shall be deemed to be an employee, agent, or representative of Camas for any purpose, and the employees of Washougal are not entitled to any of the benefits Camas provides for Camas employees. Washougal will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- b. Washougal is not an employee of Camas and is not eligible for any

employee benefits. Washougal is responsible for all taxes applicable to this Agreement.

- c. Washougal is not an agent of Camas and does not have authority to bind Camas to any fiscal or contractual obligation.
- d. The City Manager of the City of Washougal shall be the administrator of this interlocal agreement.

16. FINANCIAL CONTRIBUTION

- a. The City of Camas shall remit according to section 3 above, on a semi-annual basis. The City of Washougal shall invoice the Finance Department of the City of Camas with the details of expenditures for the proceeding six-month period. The invoice for the second six (6) month period shall be provided no later than January 1- to allow the City of Camas to include the expenditure in the budget for the current year. No expenditures exceeding the agreement upon yearly budget shall be authorized, except as may occur in an emergency, provided that such emergency funding is first authorized by each Council.

17. SEVERABILITY

- a. If any section or part of this agreement is held by a court to be invalid, such action shall no affect the validity of any other part of the agreement.

18. WITHDRAWAL OF PARTICIPATION

- a. Either City may terminate participation in the joint animal program by giving six (6) months notice prior to separation.

19. AMENDMENTS

- a. This agreement may be amended from time to time after approval of the City Council of both cities.

20. NOTICES:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City of Washougal
1701 "C" Street
Washougal, WA 98671

City of Camas
PO Box 1055
Camas, WA 98607

DATED this _____ day of _____, 20__.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
City Manager

ATTEST:	Approved as to Form:
_____	_____
City Finance Director	City Attorney

CITY OF CAMAS, a Municipal Corporation

BY: _____
Mayor

ATTEST:	Approved as to Form:
_____	_____
City Clerk	City Attorney

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 February 1, 2020 and expires on December 31, 2023. The City may extend the Agreement for one (1) additional two (2) year term by written notice to the Society prior to the expiration of the initial term and provided City is not then in default.

C. SUBCONTRACTOR

The Society maintains the right to subcontract with WCGHS to fulfill the terms of this agreement 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 obligations of the City. From time to time, and in agreement with WCGHS and the City, 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

The Society and its subcontractor shall:

1. 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;
 - a) establish and maintain convenient public hours of access, including weekend hours;
 - b) 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) 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. 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 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.
6. 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.
7. 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.
8. 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.
9. 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.
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 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) if after hours, the City Designated Animal Control Agent impounds a dog that is suffering from serious injury or disease that would endanger other sheltered animals, or would cause the dog to endure unnecessary pain and suffering if left untreated (as outlined in addendum B), the City shall immediately transport the dog to a 24-hour emergency veterinary clinic for the purpose of receiving appropriate veterinary care, until the Society is open for business and able to admit the dog, and shall assume financial responsibility for the cost of care required;
 - 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.
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. Within 20 day following each month of service, 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. City shall transfer any public records request the City receives for records within the Society's control within 48 hours of City's receipt (not including weekends or holidays), and thereafter compliance with the Public Records Act shall be the Society's sole responsibility and the above indemnification shall apply to any claims related thereto.
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 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.

P. 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
---	--
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
2/1/2020 – 12/31/2020	\$28,875	\$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:	Fee to be negotiated

(If the Society and its subcontractors become designated licensing agents, a consumer-paid agent fee may be charged.)

ADDENDUM B

After Hours Veterinary Care

After normal business hours, the City Designated Animal Control Agent is responsible for transporting seriously ill or injured dogs to a 24-hour Veterinary Care Provider, should the dog be suffering from an injury or condition that would cause it to endure unnecessary pain and/or suffering if left untreated.

Seriously ill or injured animals may have one or more of the following conditions, though this is not intended to be a complete list of all possible emergency situations:

Trauma: Large open wounds; excessive bleeding that cannot be stopped by applying pressure; paralysis; severe swelling; obvious agony and/or pain

Injury: Known to have been hit by a car; attacked by another animal; and/or fallen from a height greater than 6 feet

Respiratory distress: Labored breathing and/or extreme discomfort when trying to breathe; repeated coughing, and/or unable to catch breath; blue gum color

Allergic reactions: Facial swelling; full body hives

Seizures: Actively seizing, or known to have suffered from repeated seizures within the last 4 hours

Known toxin ingestion

Suggested 24-Hour Veterinary Care Provider:

Columbia River Veterinary Specialists (CRVS)
6607 NE 84th Street, Suite 109
Vancouver, WA 98665

ASSIGNMENT AND ASSUMPTION OF COMMERCIAL LEASE

This Assignment and Assumption of Commercial Lease ("Assignment") is effective _____, 20__ (the "Effective Date"), and is entered into by and between **CITY OF WASHOUGAL**, a municipal corporation ("CITY"), **WEST COLUMBIA GORGE HUMANE SOCIETY**, a non-profit corporation organized under the laws of the State of Washington ("Assignee"), and consented to by Port of Camas-Washougal, a municipal corporation organized and existing under the laws of the State of Washington ("Lessor").

RECITALS:

A. CITY, as the "Lessee", entered into a Lease dated August 26, 1998 with Lessor for property more particularly described as real property situated in Washougal, Washington, as more particularly described in Exhibit "A" (the "Premises"), as amended by a First Addendum To Lease dated May 30, 2018.

B. Assignee desires to acquire CITY's interest in the Premises and is willing to assume all the obligations of CITY under the Lease, CITY desires to transfer all of its interest in the Premises to Assignee, and Lessor desires to consent to the assignment and assumption of the Lease, all as more particularly set forth below.

ASSIGNMENT AND ASSUMPTION

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, CITY and Assignee agree as follows:

1. **Assignment.** CITY hereby assigns, transfers, and conveys to Assignee all of its rights, title, and interests under the Lease and in and to the Premises, effective on the Effective Date.

2. **Assumption.** Assignee hereby accepts the foregoing assignment by CITY and assumes and agrees to perform all obligations of "Lessee" under the Lease in strict accordance with its terms, from and after the Effective Date.

3. **Condition of Premises.** Assignee accepts the Premises in its "AS IS" condition as of the Effective Date, and acknowledges that Assignee is not relying on any representations or warranties of any kind by Lessor or CITY with respect thereto.

4. **Consent Requirement.** This Assignment is conditioned upon execution by Lessor of the Consent set forth below.

5. Indemnification.

5.1. **Indemnification by CITY.** CITY covenants and agrees to indemnify, defend, and hold harmless Assignee from any actions, suits, proceedings, or claims, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection

therewith, based upon or arising out of (i) any breach or alleged breach of the Lease occurring prior to the Effective Date of this Assignment and (ii) the environmental condition of the leased real property prior to the Effective Date of this Assignment.

5.2. Indemnification by Assignee. Assignee covenants and agrees to indemnify, defend, and hold harmless CITY from any actions, suits, proceedings, or claims, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, based upon or arising out of (i) any breach or alleged breach of the Lease occurring after the Effective Date of this Assignment and (ii) any hazardous materials in excess of permissible limits under State or federal law that were released on the leased real property after the Effective Date of this Assignment, but not such contaminates that migrated to the leased real property.

6. Integration; No Modification. This Assignment contains the entire agreement and understanding of CITY and Assignee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements among them with respect to assignment of the Lease. Nothing in this Assignment or Lessor's Consent attached hereto shall be construed to amend, modify, waive, or otherwise affect any provision of the Lease or any rights of Lessor with respect thereto, and all provisions of the Lease are hereby mutually agreed to be in full force and effect.

7. Notices. All notices, requests and other communications hereunder ("Notices") will be in writing and will be deemed to have been duly given if directed to the applicable party(ies) at his/its/their respective addresses set forth below, which Notice will be effective at the time indicated if given in the following manner: (a) when delivered, if personally delivered by hand; (b) 72 hours after mailing if mailed postage prepaid, by registered or certified mail, return receipt requested, with an additional copy mailed to the addressee by regular mail; or (c) at 5:00 p.m. (in the applicable time zone) on the day after the Notice is mailed to the addressee by a nationally recognized overnight delivery service that guarantees next day delivery and provides tracking services with respect to such delivery. The addresses for all Notice purposes under this Assignment will be as follows:

If to City of Washougal

David Scott, City Manager
1701 "C" St.
Washougal, WA 9867
Email: David.Scott@cityofwashougal.us

With a copy to

Kenneth B. Woodrich, City Attorney
1501 W. 8th St.
Vancouver, WA 98660
Email: ken@woodrich.com

If to Assignee:

Megan Dennis
PO BOX 270
Washougal, WA 98671
Email: mickis@wcghs.org

8. Attorney's Fees. If any suit or action is instituted to interpret or enforce the provisions of this Assignment, to rescind this Assignment, or otherwise with respect to the subject matter of this Assignment, the prevailing party will be entitled to recover, in addition to costs, reasonable attorney fees and expert fees incurred in preparation or in prosecution or defense of such suit or action as determined by the trial court or arbitrator, and if any appeal is taken from such decision, reasonable attorney fees, expert fees, and other costs as determined on appeal. The prevailing party will be determined based on the totality of the issues involved and the results obtained.

9. Defined Terms. Capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Lease.

10. Signatures. The parties may transmit signatures on this Assignment by facsimile or e-mail, and any facsimile, PDF, or other copy of a signature so transmitted will be the same as an original signature. This Assignment may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

Signed as of the date first above stated.

SIGNATURE PAGE FOLLOWS

CITY OF WASHOUGAL

By: _____
David Scott, City Manager

WEST COLUMBIA GORGE HUMANE SOCIETY

By: _____
Megan Dennis, Executive Director

CONSENT

Lessor hereby consents to the foregoing assignment pursuant to Section 16 of the Lease, subject to Assignee providing proof of insurance satisfactory to Lessor in accordance with the Lease, and, except for survival of the indemnification set forth in section 5.1, above, hereby releases the City from further liability thereunder. In addition, at the request of CITY and Assignee, Lessor hereby confirms that, to its knowledge as of the date Lessor signs this Consent, there are no delinquent amounts outstanding under the Lease and CITY is presently in full compliance with the Lease.

Any Lessor signature transmitted by email or facsimile will be binding as an original, and any counterpart Lessor signature will be considered one and the same document along with one or more counterpart(s) from the Parties.

Dated this __ day of _____, _____.

LESSOR:

Port of Camas-Washougal

By: _____
David Ripp, Chief Executive Officer

STATE OF WASHINGTON
COUNTY OF CLARK

On this ____ day of _____ 20__ before me personally appeared David Scott, to me known to be the City Manager of Washougal, WA and that he executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC Notary Public in and
for the state of Washington, my
appointment expires: _____

(Print Notary Name)

STATE OF WASHINGTON
COUNTY OF CLARK

On this ____ day of _____ 20__ before me personally appeared Megan Dennis to me known to be the Executive Director of West Columbia Gorge Humane Society and that she executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC Notary Public in and
for the state of Washington, my
appointment expires: _____

(Print Notary Name)

STATE OF WASHINGTON
COUNTY OF CLARK

On this ____ day of _____ 20__ before me personally appeared David Ripp, to me known to be the CEO of Port of Camas-Washougal and that he executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

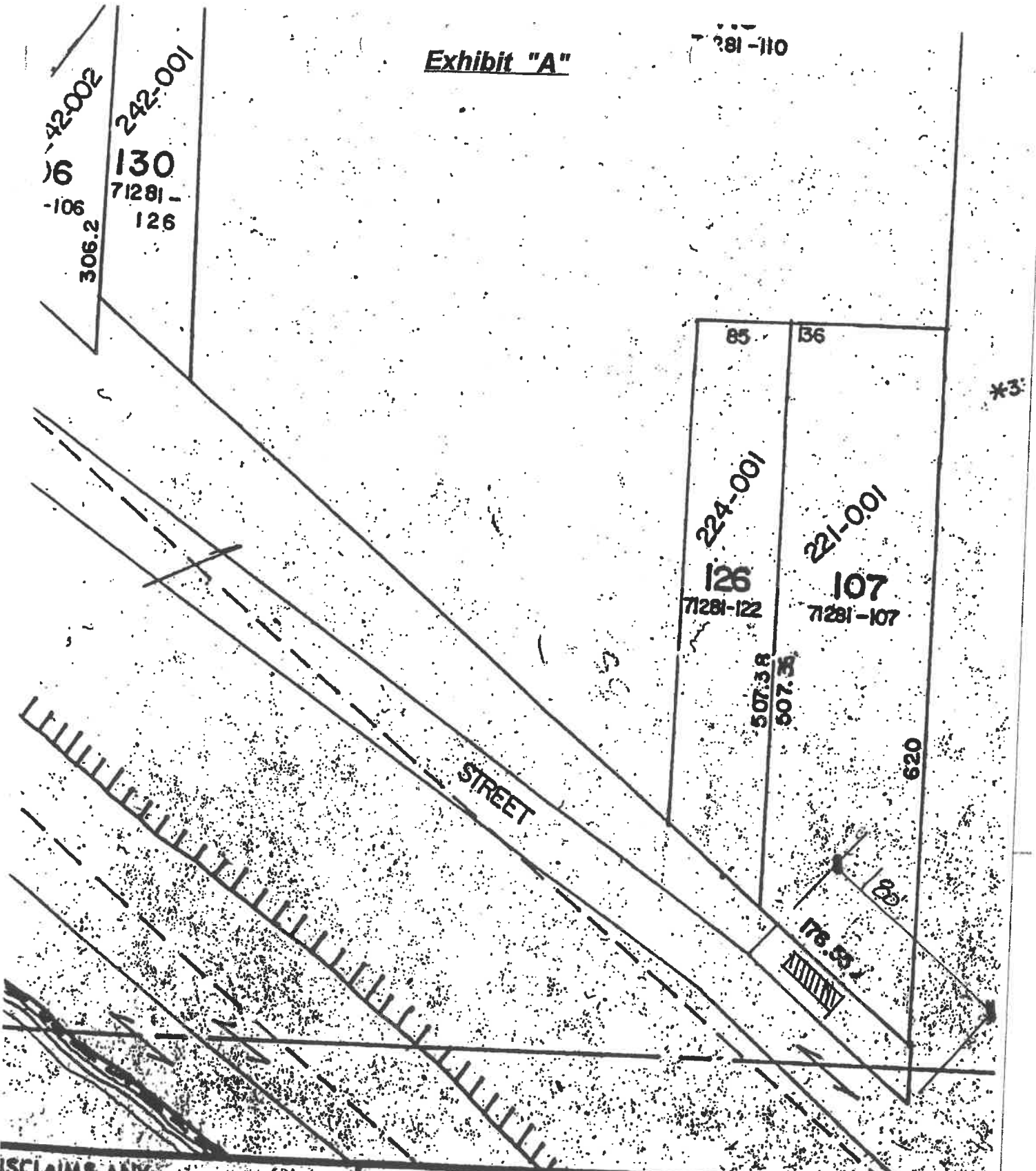
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC Notary Public in and
for the state of Washington, my
appointment expires: _____

(Print Notary Name)

Exhibit "A"

281-110



DISCLAIMS ANY
MAY BE PRESENT
THEMSELVES
RELYING THEREON

CLARK COUNTY
WASHINGTON
NW 1/4, SECTION 17 T.1 N., R. 4 E.

FIRST ADDENDUM
TO
ASSIGNMENT AND ASSUMPTION OF LEASE

This is the First Addendum to the Assignment and Assumption of Lease dated _____, 20__ (the "Assignment") by and between **CITY OF WASHOUGAL**, municipal corporation organized and existing under the laws of the State of Washington ("Lessee"), **WEST COLUMBIA GORGE HUMANE SOCIETY**, a non-profit corporation organized under the laws of the State of Washington ("Assignee"), and consented to by Port of Camas-Washougal, a municipal corporation organized and existing under the laws of the State of Washington ("Lessor").

1. The property more particularly described as real property situated in Washougal, Washington, as more particularly described in Exhibit "A" (the "Premises").
2. Except as supplemented hereby, the Assignment remains in full force and effect.

Dated this _____ day of _____ 20__.

CITY OF WASHOUGAL

By: _____
David Scott, City Manager

WEST COLUMBIA GORGE HUMANE SOCIETY

By: _____
Megan Dennis, Executive Director

LESSOR:

Port of Camas-Washougal

By: _____
David Ripp, CEO

NOTARY PAGE FOLLOWS

STATE OF WASHINGTON
COUNTY OF CLARK

On this ____ day of _____ 20__ before me personally appeared David Scott, to me known to be the City Manager of Washougal, WA and that he executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC Notary Public in and
for the state of Washington, my
appointment expires: _____

(Print Notary Name)

STATE OF WASHINGTON
COUNTY OF CLARK

On this ____ day of _____ 20__ before me personally appeared Megan Dennis to me known to be the Executive Director of West Columbia Gorge Humane Society and that she executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC Notary Public in and
for the state of Washington, my
appointment expires: _____

(Print Notary Name)

STATE OF WASHINGTON
COUNTY OF CLARK

On this ____ day of _____ 20__ before me personally appeared David Ripp, to me known to be the CEO of Port of Camas-Washougal and that he executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC Notary Public in and
for the state of Washington, my
appointment expires: _____

(Print Notary Name)

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/13/2020

SUBJECT:

Personnel Policy update changing Police Commander to Captain

DEPT. OF ORIGIN:

Human Resources

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **Resolution amending Exhibit A of Chapter 2a January 2020.pdf**
- ▢ **Non-Rep Salary Schedule 2020 adding police captain.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Resolution No. _____

A RESOLUTION amending Chapter 2A and Exhibit “A” of Chapter 2A of the City’s Personnel Policy Manual with reference to the non-represented employees.

WHEREAS, chapter 2A.01 and Exhibit A of Chapter 2A must be amended to reflect the change proposed with the reorganization to include the position of Police Captain and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHOUGAL as follows:

Section I

That Exhibit “A” of Chapter 2A of the Personnel Policies be amended to include the position of Captain. A copy of the amended salary schedule for 2020 showing the adjustment is attached hereto, marked as Exhibit “A” and by this reference incorporated herein.

Section II

That Chapter 2.A, Section 01 of the personnel Policies addressing the classifications of department heads and other non-represented positions be amended to include the position of Police Captain. A copy of the amended policy changes is attached hereto, marked as Exhibit “B” and by this reference incorporated herein.

PASSED by the Council of the City of Washougal at regular meeting on the 13th day of January, 2020.

City of Washougal, Washington

Mayor

ATTEST:

Finance Director / City Clerk

APPROVED AS TO FORM:

City Attorney

City of Washougal
2020 Salary Table-Schedule A
2.6% COLA

DRAFT

Exhibit A

Directors	1	2	3	4	5	6	7	8	9	10
City Manager	10,132.27	10,436.24	10,749.33	11,071.81	11,403.96	11,746.08	12,098.46	12,461.42	12,835.26	13,220.32
Community Development Dir.	7,732.58	8,003.22	8,283.33	8,573.25	8,873.31	9,183.88	9,505.31	9,838.00	10,182.33	10,538.71
Finance Director	8,189.23	8,475.85	8,772.51	9,079.55	9,397.33	9,726.24	10,066.66	10,418.99	10,783.65	11,161.08
HR Director	6,561.91	6,791.58	7,029.28	7,275.31	7,529.94	7,793.49	8,066.26	8,348.58	8,640.78	8,943.21
Police Chief	8,695.35	9,000.07	9,315.05	9,641.32	9,978.88	10,327.72	10,688.87	11,063.36	11,450.16	11,851.33
Public Works Director	8,294.54	8,584.85	8,885.32	9,196.31	9,518.18	9,851.32	10,196.11	10,552.98	10,922.33	11,304.61
Managers and Supervisors										
Assistant Finance Director	6,715.17	6,950.20	7,193.46	7,445.23	7,705.81	7,975.51	8,254.66	8,543.57	8,842.60	9,152.09
Accounting Supervisor	5,791.62	5,994.33	6,204.13	6,421.27	6,646.02	6,878.63	7,119.38	7,368.56	7,626.46	7,893.39
Building Official/Manager	6,262.63	6,481.82	6,708.68	6,943.49	7,186.51	7,438.04	7,698.37	7,967.81	8,246.68	8,535.32
City Engineer	6,916.38	7,158.45	7,408.99	7,668.31	7,936.70	8,214.48	8,501.99	8,799.56	9,107.55	9,426.31
IT Manager	6,023.47	6,234.29	6,452.50	6,678.33	6,912.07	7,154.00	7,404.39	7,663.54	7,931.76	8,209.38
General Services Operations Mgr.	5,671.46	5,869.96	6,075.41	6,288.05	6,508.13	6,735.92	6,971.67	7,215.68	7,468.23	7,729.62
Parks and Cemetery Program Mgr.	5,671.46	5,869.96	6,075.41	6,288.05	6,508.13	6,735.92	6,971.67	7,215.68	7,468.23	7,729.62
Water/Wastewater Superintendent	6,513.31	6,741.27	6,977.22	7,221.42	7,474.17	7,735.77	8,006.51	8,286.74	8,576.77	8,876.95
Police Commander Police Captain	6,993.31	7,238.08	7,491.41	7,753.61	8,024.98	8,305.86	8,596.56	8,897.44	9,208.85	9,531.16
Senior Analyst	5,929.29	6,136.81	6,351.60	6,573.91	6,803.99	7,042.13	7,288.61	7,543.71	7,807.74	8,081.01
Non-Exempt										
Assistant to the City Manager	4,582.38	4,742.76	4,908.76	5,080.57	5,258.39	5,442.43	5,632.92	5,830.07	6,034.12	6,245.31