



ANIMAL SERVICES

Joint Animal Services Commission Regular Meeting Agenda

Refer to the bottom of the agenda for meeting information.

Monday, April 8, 2024

5:30 PM

Lacey City Hall and Online

1. Call to Order

2. Roll Call:

- A. Lisa Parshley, City of Olympia, Chair
- B. Peter Agabi, City of Tumwater, Vice Chair
- C. Malcolm Miller, City of Lacey
- D. Emily Clouse, Thurston County
- E. Jo MacGugan, Feline Friends of Olympia
- F. Vicky Smith, DVM, Deschutes Animal Clinic
- G. Mike Murphy, DVM, Thurston County Humane Society

3. Approval of Agenda and Consent Agenda Items:

- A. Approval of Agenda
- B. February 12, 2024, Meeting Minutes
- C. February 2024 Shelter Statistics
- D. March 2024 Shelter Statistics

4. Public Comment:

Refer to the bottom of the agenda for instructions on how to provide public comment.

5. Business Items:

A. Space Needs Assessment Update and Budget Amendment Discussion

Sarah Bowman, Animal Arts
Amy Sanchez, Animal Arts
Sarah Hock, Executive Director

B. JAS Medical Programs

Dr. Stephanie Swearngin, Lead Veterinarian
Liz McQueen, Animal and Veterinary Care Manager

C. Nisqually Indian Tribe Professional Services Agreement

Sarah Hock, Executive Director

6. Director Report:

A. April 2024 Report

Sarah Hock, Executive Director

7. Adjourn

Attendance and Public Comment

Attend Remote or In-Person

The public may attend the meeting in-person, or you may view or listen to the meeting using one of the following platforms:

In-Person	Council Chambers at Lacey City Hall 420 College Street SE, Lacey, WA 98503
Zoom:	https://us02web.zoom.us/j/84719579076
Website:	https://cityoflacey.org/government/public-meetings/
Facebook:	https://www.facebook.com/cityoflacey
YouTube:	https://www.youtube.com/watch?v=bnzJP_gKr6A
Cable:	Channel 77 with your local cable provider
Phone:	(888) 788-0099 or (877) 853-5247 (Webinar ID 847 1957 9076)

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person:	Use the sign-up sheet located in the Council Chambers.
Zoom:	https://us02web.zoom.us/j/84719579076

Written Public Comment

Public comments may also be submitted by email to Public.Comment@jointanimalservices.org. The commenting period will close two hours before the meeting time. Written comments will be provided to the Commission electronically prior to the meeting. Comments will not be addressed during the meeting; however, comments received will be added to the official record.



MINUTES OF THE JASCOM MEETING
February 12, 2024
In-Person and Remote JASCOM Meeting

MEMBERS PRESENT: Lisa Parshley, City of Olympia; Peter Agabi, City of Tumwater; Malcolm Miller, City of Lacey; Emily Clouse, Thurston County; Jo MacGugan, Feline Friends of Olympia; Vicky Smith, Deschutes Animal Clinic; Mike Murphy, Thurston County Humane Society

STAFF PRESENT: Sarah Hock, Executive Director of Joint Animal Services

STAFF LIAISON: Shannon Kelley-Fong, Assistant City Manager

MEETING BEGAN: 5:32 PM meeting called to order by Chair Parshley

**APPROVAL OF
AGENDA, PREVIOUS
MINUTES, AND
CONSENT
ITEMS:**

COUNCIL MEMBER AGABI MOVED THAT THE AGENDA, PREVIOUS MEETING MINUTES, AND CONSENT ITEMS BE ACCEPTED. COMMISSIONER CLOUSE SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY.

**ELECTION OF
OFFICERS:**

Council member Agabi nominated Lisa Parshley to continue as Chair of JASCOM. JASCOM VOTES UNANIMOUSLY FOR LISA PARSHLEY TO CHAIR THE COMMISSION.

Council member Parshley nominates Council member Agabi as Vice-Chair of JASCOM. JASCOM VOTES UNANIMOUSLY FOR COUNCIL MEMBER AGABI AS VICE-CHAIR OF THE COMMISSION.

PUBLIC COMMENT: NONE

BUSINESS ITEMS: POSITIVE OUTCOMES PROGRAMMING

Bekka Kraai, the Positive Outcomes Coordinator for JAS, presented statistics and outcomes related to her department's programs at JASCOM 2023, including foster care, transfers to rescues, and the community cat program.

2023 IN REVIEW FOR JOINT ANIMAL SERVICES

Sarah Hock, the Executive Director of JAS, reported on the accomplishments, challenges, and statistics for 2023, including an increase in positive outcomes, the creation of a medical department, and major building repairs.

DIRECTOR'S REPORT: Sarah Hock presented the Director's report highlighting staffing updates, the Space Needs Assessment, the presentation to the Board of County Commissioners, audit findings, and the renovations to the dog adoption kennels.

**STAFF
PRESENTATIONS:** NONE

ADJOURNMENT: Meeting adjourned at 6:47 PM

NEXT MEETING: Monday, March 11th, 2024 at 5:30 PM, In-Person and Virtual Meeting

Animal Services Shelter Statistics 2024

24-Feb 23-Feb

Intake

Total Animals Received (live and doa)

Dogs	102	93
Cats	58	89
Other	3	6
Wild	5	40
TOTAL	168	228

Custody-Misc Reasons

Dogs	4	1
Cats	1	0
Other	0	0
TOTAL	5	1

Strays Received

Dogs	60	63
Cats	37	48
Other	3	15
TOTAL	100	126

Owner Surrendered

Dogs	37	27
Cats	9	24
Other	0	5
TOTAL	46	56

Owner Status Refused

Dogs	0	0
Cats	0	0
Other	0	0
TOTAL	0	0

WILDLIFE HANDLED

Incoming

Live	0	2
Doa	5	4
TOTAL	5	6

Outgoing

Doa	5	4
Euthanized (sick/inj)	0	2
Died	0	0
Bat-Rabies check	0	0
Released/Transferred	0	0
TOTAL	5	6

Outgoing Animals

Total Animals Out, incl all categories below

Dogs	105	90
Cats	67	90
Other	5	24
Wild	5	6
Died, esc, stolen	3	1

	TOTAL	185	211
Animals Adopted			
	Dogs	31	30
	Cats	20	56
	Other	4	13
	TOTAL	56	99
Animals Transferred			
	Dogs	7	4
	Cats	3	10
	Other	0	0
	Total	10	14
Animals Reclaimed			
	Dogs	21	30
	Cats	3	0
	Other	0	0
	TOTAL	24	30
Animals DOA			
	Dogs	3	11
	Cats	7	16
	Other	5	14
	TOTAL	15	41
All Euthanasia, Died, Escaped, Stolen (from pg 2)			
	Dogs	28	15
	Cats	9	8
	Other	0	3
	Died, esc, stolen	3	1
	Total	40	27
		24-Feb	23-Feb
EUTHANASIA, DIED, ESCAPED, STOLEN			
Animals Euthanized			
Unhealthy/Untreatable			
	Dogs	27	13
	Cats	9	7
	Other	0	3
Treatable - Rehabilitatable			
	Dogs	0	0
	Cats	0	0
	Other	0	0
Treatable - Manageable			
	Dogs	0	2
	Cats	1	1
	Other	0	0
Healthy			
	Dogs	0	0
	Cats	0	0

	Other	0	0
	SUB-TOTAL	37	26
Owner Request (E5)			
	Dogs	20	13
	Cats	4	5
	Other	0	1
	SUB-TOTAL	24	19
	TOTAL EUTHANASIA	37	26
Died At Shelter		3	1
Escaped/Stolen		0	0
FIELD AND OTHER SERVICES			
Animals Currently Court Involved			
	Dogs	0	0
	Cats	0	0
	Other	0	0
Field Response			
	Olympia	50	33
	Lacey	45	26
	Tumwater	17	7
	Thurston County	83	66
	JBLM	1	0
	Other	1	1
	Yelm	9	8
	SUB TOTAL	206	141
PDD/DD Appeals		0	0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD24
INCOMING ANIMALS													
Total Animals Received (live and doa)													
Dogs	78	102	0	0	0	0	0	0	0	0	0	0	180
Cats	74	58	0	0	0	0	0	0	0	0	0	0	132
Other	2	3	0	0	0	0	0	0	0	0	0	0	5
Wild	7	5	0	0	0	0	0	0	0	0	0	0	12
TOTAL	161	168	0	0	0	0	0	0	0	0	0	0	329
Custody-Misc Reasons													
Dogs	2	4	0	0	0	0	0	0	0	0	0	0	6
Cats	1	1	0	0	0	0	0	0	0	0	0	0	2
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3	5	0	0	0	0	0	0	0	0	0	0	8
Strays Received													
Dogs	51	60	0	0	0	0	0	0	0	0	0	0	111
Cats	57	37	0	0	0	0	0	0	0	0	0	0	94
Other	2	3	0	0	0	0	0	0	0	0	0	0	5
TOTAL	110	100	0	0	0	0	0	0	0	0	0	0	210
Owner Surrendered													
Dogs	25	37	0	0	0	0	0	0	0	0	0	0	62
Cats	12	9	0	0	0	0	0	0	0	0	0	0	21
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	37	46	0	0	0	0	0	0	0	0	0	0	83
Owner Status Refused													
Unsocialized pets that have lived on the person's property 14 days or more, but the person denies ownership.													
Dogs	0	0	0	0	0	0	0	0	0	0	0	0	0
Cats	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
WILDLIFE HANDLED													
Incoming													
Live	2	0	0	0	0	0	0	0	0	0	0	0	2
Doa	5	5	0	0	0	0	0	0	0	0	0	0	10
TOTAL	7	5	0	0	0	0	0	0	0	0	0	0	12
Outgoing													
Doa	5	5	0	0	0	0	0	0	0	0	0	0	10
Euthanized (sick/inj)	2	0	0	0	0	0	0	0	0	0	0	0	2
Died	0	0	0	0	0	0	0	0	0	0	0	0	0
Bat-Rabies check	0	0	0	0	0	0	0	0	0	0	0	0	0
Released/Transferred	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7	5	0	0	0	0	0	0	0	0	0	0	12
OUTGOING ANIMALS													
Total Animals Out, incl all categories below													
Dogs	108	105	0	0	0	0	0	0	0	0	0	0	213
Cats	105	67	0	0	0	0	0	0	0	0	0	0	172
Other	2	5	0	0	0	0	0	0	0	0	0	0	7
Wild	7	5	0	0	0	0	0	0	0	0	0	0	12
Died, esc, stolen	6	3	0	0	0	0	0	0	0	0	0	0	9
TOTAL	228	185	0	0	0	0	0	0	0	0	0	0	413
Animals Adopted													
Dogs	29	31	0	0	0	0	0	0	0	0	0	0	60
Cats	60	20	0	0	0	0	0	0	0	0	0	0	80
Other	1	4	0	0	0	0	0	0	0	0	0	0	5
TOTAL	90	55	0	0	0	0	0	0	0	0	0	0	145
Animals Transferred													
Dogs	11	7	0	0	0	0	0	0	0	0	0	0	18
Cats	9	3	0	0	0	0	0	0	0	0	0	0	12
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	20	10	0	0	0	0	0	0	0	0	0	0	30
Animals Reclaimed													
Dogs	21	21	0	0	0	0	0	0	0	0	0	0	42
Cats	4	3	0	0	0	0	0	0	0	0	0	0	7
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	25	24	0	0	0	0	0	0	0	0	0	0	49
Animals DOA													
Dogs	6	3	0	0	0	0	0	0	0	0	0	0	9
Cats	13	7	0	0	0	0	0	0	0	0	0	0	20
Other	0	5	0	0	0	0	0	0	0	0	0	0	5
TOTAL	19	15	0	0	0	0	0	0	0	0	0	0	34
All Euthanasia, Died, Escaped, Stolen (from pg 2)													
Dogs	21	28	0	0	0	0	0	0	0	0	0	0	49
Cats	6	9	0	0	0	0	0	0	0	0	0	0	15
Other	3	0	0	0	0	0	0	0	0	0	0	0	3
Died, esc, stolen	6	3	0	0	0	0	0	0	0	0	0	0	9

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Animal Services Shelter Statistics 2024

24-Mar

23-Mar

Intake

Total Animals Received (live and doa)

Dogs	108	80
Cats	138	66
Other	21	3
Wild	8	20
TOTAL	275	169

Custody-Misc Reasons

Dogs	2	0
Cats	0	0
Other	18	0
TOTAL	20	0

Strays Received

Dogs	72	57
Cats	53	51
Other	1	3
TOTAL	126	111

Owner Surrendered

Dogs	34	22
Cats	67	14
Other	2	0
TOTAL	103	36

Owner Status Refused

Dogs	0	0
Cats	0	0
Other	0	0
TOTAL	0	0

WILDLIFE HANDLED

Incoming

Live	1	12
Doa	7	8
TOTAL	8	20

Outgoing

Doa	7	8
Euthanized (sick/inj)	1	11
Died	0	0
Bat-Rabies check	0	0
Released/Transferred	0	0
TOTAL	8	19

Outgoing Animals

Total Animals Out, incl all categories below

Dogs	126	75
Cats	102	67
Other	14	11
Wild	8	19
Died, esc, stolen	4	1
TOTAL	254	173

Animals Adopted

Dogs	44	20
Cats	31	29
Other	12	9
TOTAL	87	58

Animals Transferred

Dogs	2	11
Cats	7	14
Other	0	1
Total	9	26

Animals Reclaimed

Dogs	26	24
Cats	2	3
Other	0	0
TOTAL	28	27

Animals DOA

Dogs	4	4
Cats	23	11
Other	9	8
TOTAL	36	23

All Euthanasia, Died, Escaped, Stolen

Dogs	1	16
Cats	3	10
Other	0	12
Died, esc, stolen	0	1
Total	4	39

24-Mar

23-Mar

EUTHANASIA, DIED, ESCAPED, STOLEN**Animals Euthanized****Unhealthy/Untreatable**

Dogs	17	12
Cats	8	10
Other	1	11

Treatable - Rehabilitatable

Dogs	2	3
Cats	1	1
Other	0	0

Treatable - Manageable

Dogs	4	1
Cats	0	0
Other	0	0

Healthy

Dogs	0	0
Cats	0	0
Other	0	0

SUB-TOTAL	33	38
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Owner Request (E5)

Dogs	16	13
Cats	7	10
Other	0	0

SUB-TOTAL	23	23
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TOTAL EUTHANASIA	33	38
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Died At Shelter	4	0
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Escaped/Stolen	0	0
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FIELD AND OTHER SERVICES**Animals Currently****Court Involved**

Dogs	0	0
Cats	0	0
Other	11	0

Field Response

Olympia	52	46
Lacey	50	36
Tumwater	24	14
Thurston County	121	73
JBLM	1	2
Other	4	0
Yelm	8	3
SUB TOTAL	260	174

PDD/DD Appeals	0	0
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STAFF REPORT

April 8, 2024

SUBJECT: Budget Amendment for Space Needs Assessment

RECOMMENDATION: Motion to “Approve Budget Amendment to add \$30,000 to the Space Needs Assessment project”

TO: Joint Animal Services Commission

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager
Sarah Hock, Animal Services Executive Director

ORIGINATED BY: Joint Animal Services

ATTACHMENTS: None.

FISCAL NOTE: The original budgeted amount for the Space Needs Assessment with Animal Arts was \$200,000. If approved, the requested \$30,000 would come from reserves. The total project funding would be \$230,000.

PRIOR REVIEW: None.

BACKGROUND: The City of Lacey and Joint Animal Services recently awarded Animal Arts with a contract to conduct a Space Needs Analysis (SNA). The purpose of the SNA is to determine the design needs of a future animal services facility and identify staffing and programming requirements through the year 2045. The original budgeted amount for the SNA was \$200,000.

Some additional SNA expenditures have been identified to supplement the analysis and aid in future decision-making:

- \$11,000 for Public Works Engineering project time;
- \$6,000 for an appraisal; and
- \$13,000 for a critical area evaluation.

This additional funding will help to inform the SNA moving forward. Completion of the SNA will offer clear direction for how to provide an animal shelter and animal control operations that will meet the needs of the community and JASCOM.

Next Steps. JASCOM could consider one of the following four options:

Option 1: Motion to “Approve Budget Amendment to add \$30,000 to the Space Needs Assessment project”

Option 2: Take no action; Do not approve the Budget Amendment to add \$30,000 to the Space Needs Assessment project

Option 3: Provide direction to JAS staff on other elements to consider. After further diligence on these elements, JAS staff would then return to the JASCOM to review additional materials for consideration.

Option 4: Some other option not contemplated in the above options.

JAS – Site Studies Update

April 10, 2024

Board Presentation



Tasks

1. Understand JAS Operations and Needs

2. Space Needs Analysis

Staffing

Program of spaces

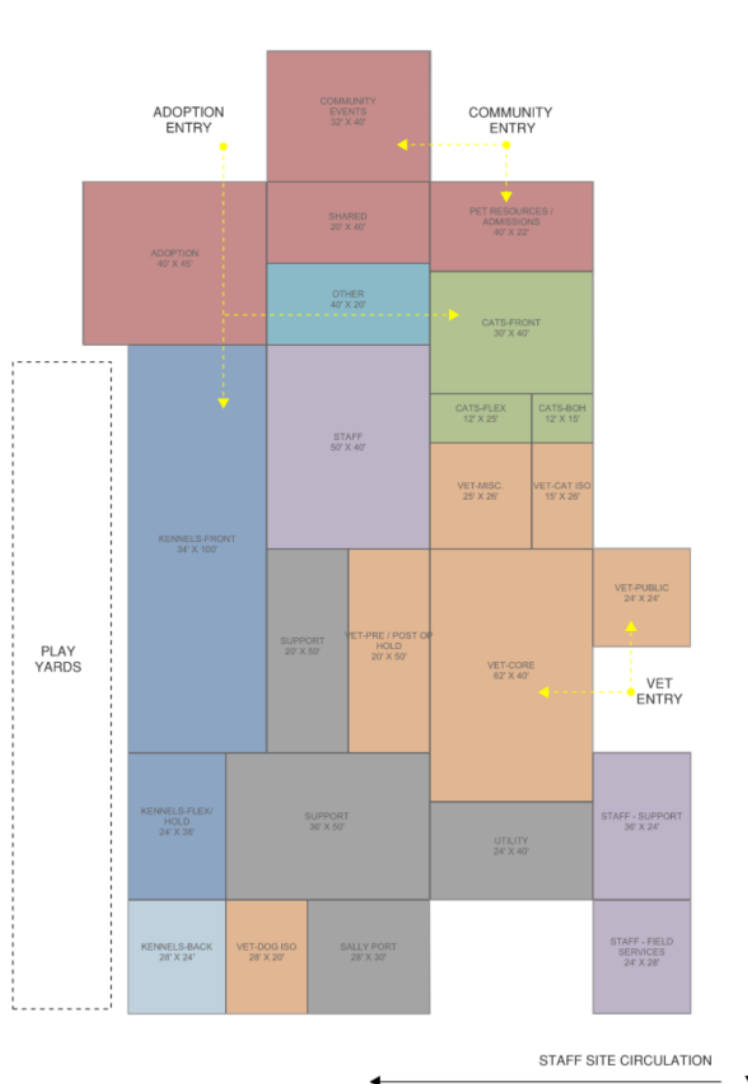
Adjacency Diagrams

Site Analysis

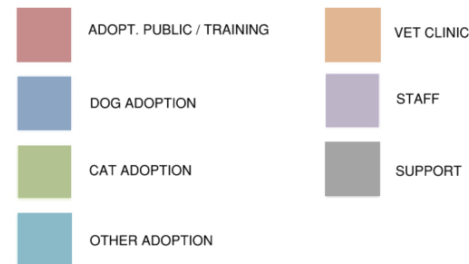
3. Preliminary Design



Adjacencies - Priorities

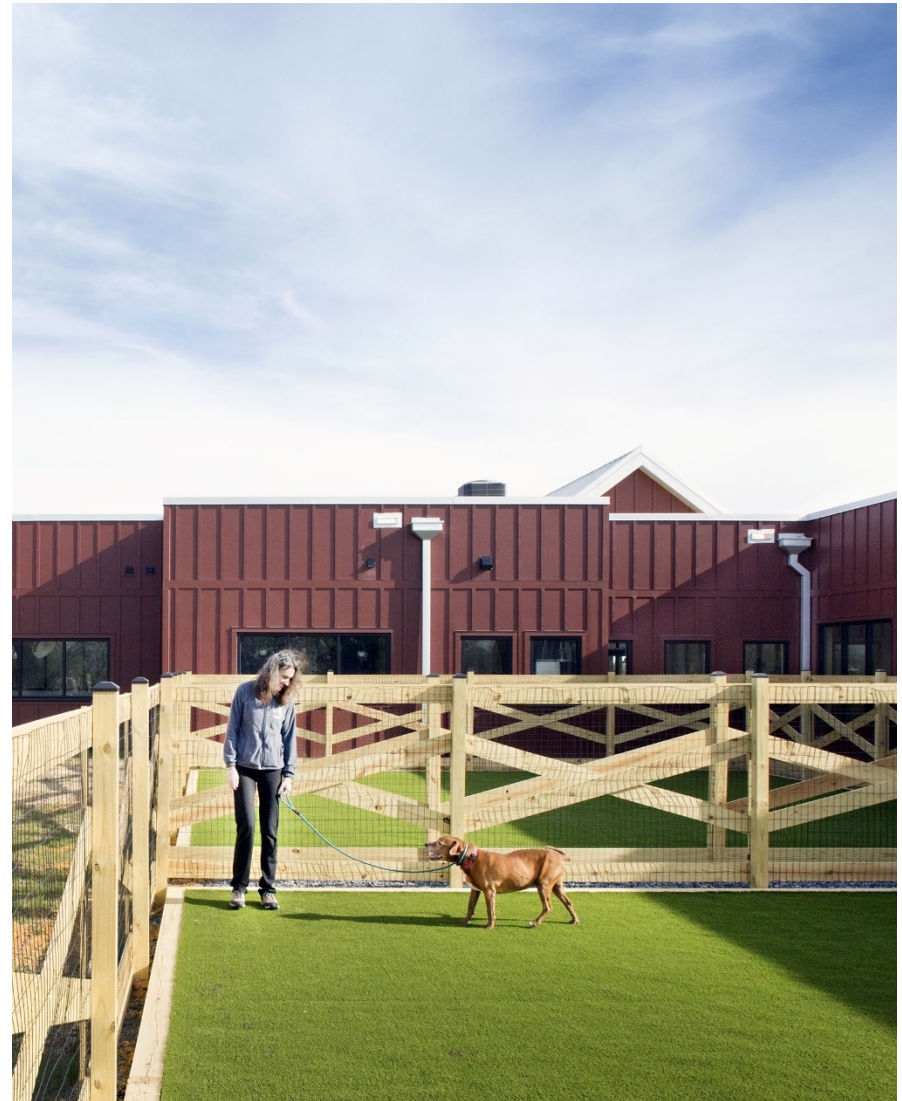


- Clear public entrances to facilitate way-finding
- Separate entrances for adoptions, intake, and veterinary for customer service
- Separation of dogs and cats
- Efficient staff circulation



Site Selection Criteria

- Size: 2-3 acres (building is 25 – 30% of the site)
- Safe for staff and visitors
- Permitted use
- Appropriate neighbors
 - Minimal adjacency to residential
 - No sources of loud, sudden noises
- Public transit
- No wildlife habitat conservation areas
- Minimal utility upgrades to manage project costs



Existing Site Analysis

CONS

- Site safety issues
- Limited room for development
 - Wetland and buffer zone
 - Portion is a flood zone
- Public transit hard to access (busy street)
- Redevelopment requires revision to water, overhead power, and sewer services

PROS

- Currently zoned for use
- Public used to going to this location
- Utilities available

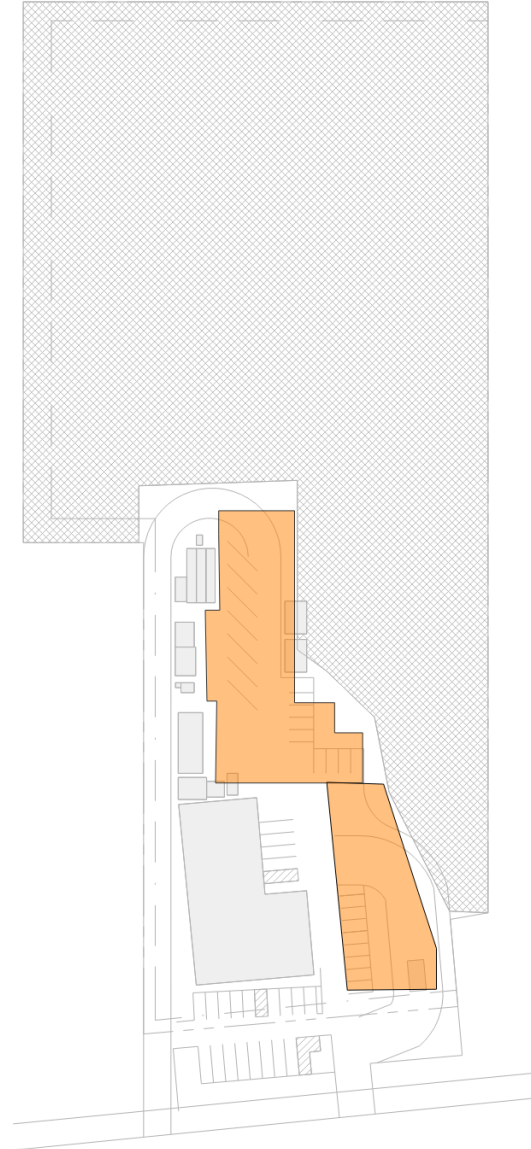


Site – Redevelopment Constraints

The team test-fit the desired adjacencies on the current site

- Wetland and flood zones prevent building in a large portion of the site
- Only currently paved areas can be developed
- The current facility needs to stay operational during construction (relocation is rarely feasible)

There is a limited area on the site available for redevelopment

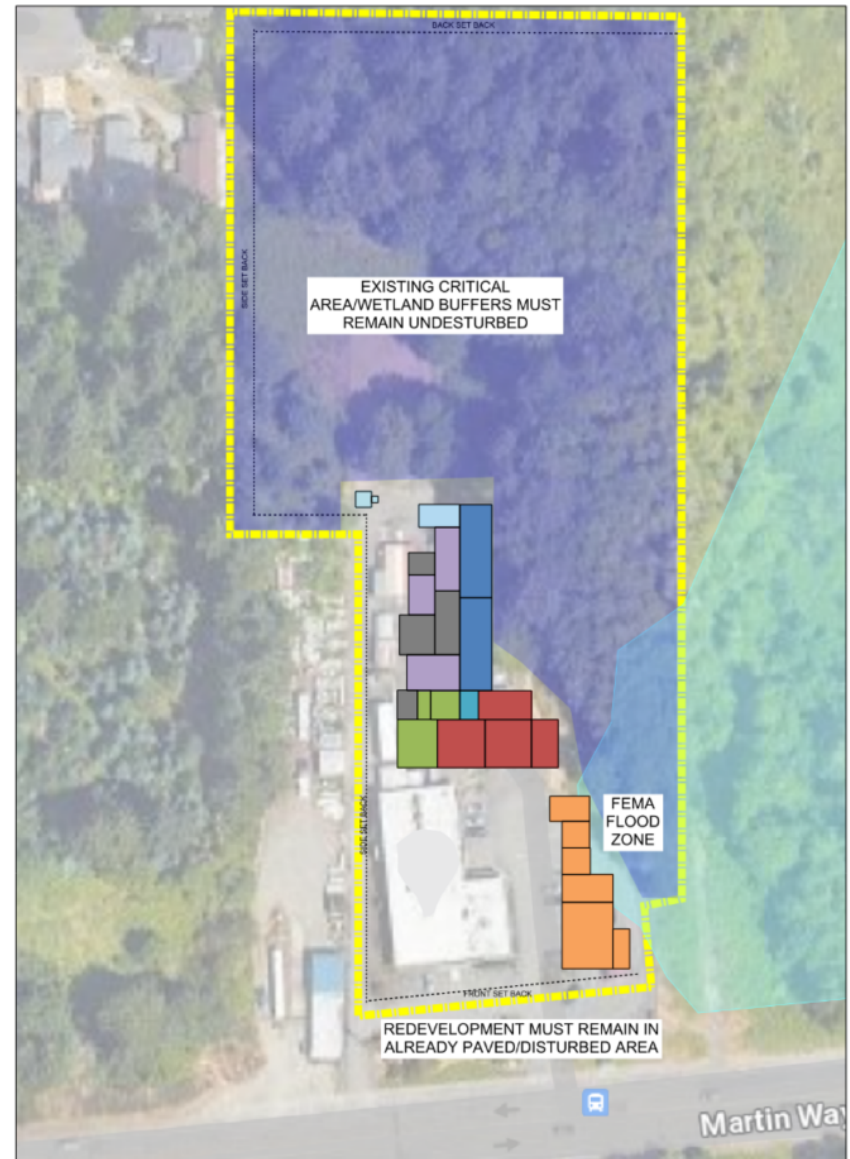


Adjacencies on Site

The team test-fit the desired adjacencies on the current site

- Back of house operations would be significantly impacted during construction
- Alternate approaches to minimize impact would require phasing, which can be costly
- The adjacencies are inefficient and result in difficult site circulation for staff
- No fire department access or large vehicle access to the rear

Redeveloping the current site is not recommended.



Next Steps

- Find a new site more suitable for a new building rather than re-using the existing site
- Preliminary design on selected site to estimate project costs



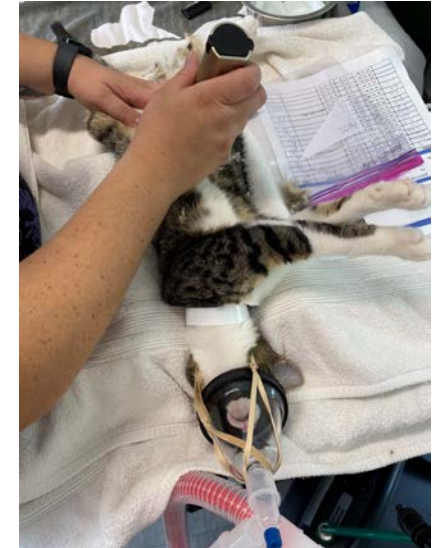
Veterinary Program Joint Animal Services

STEPHANIE SWEARNGIN, DVM

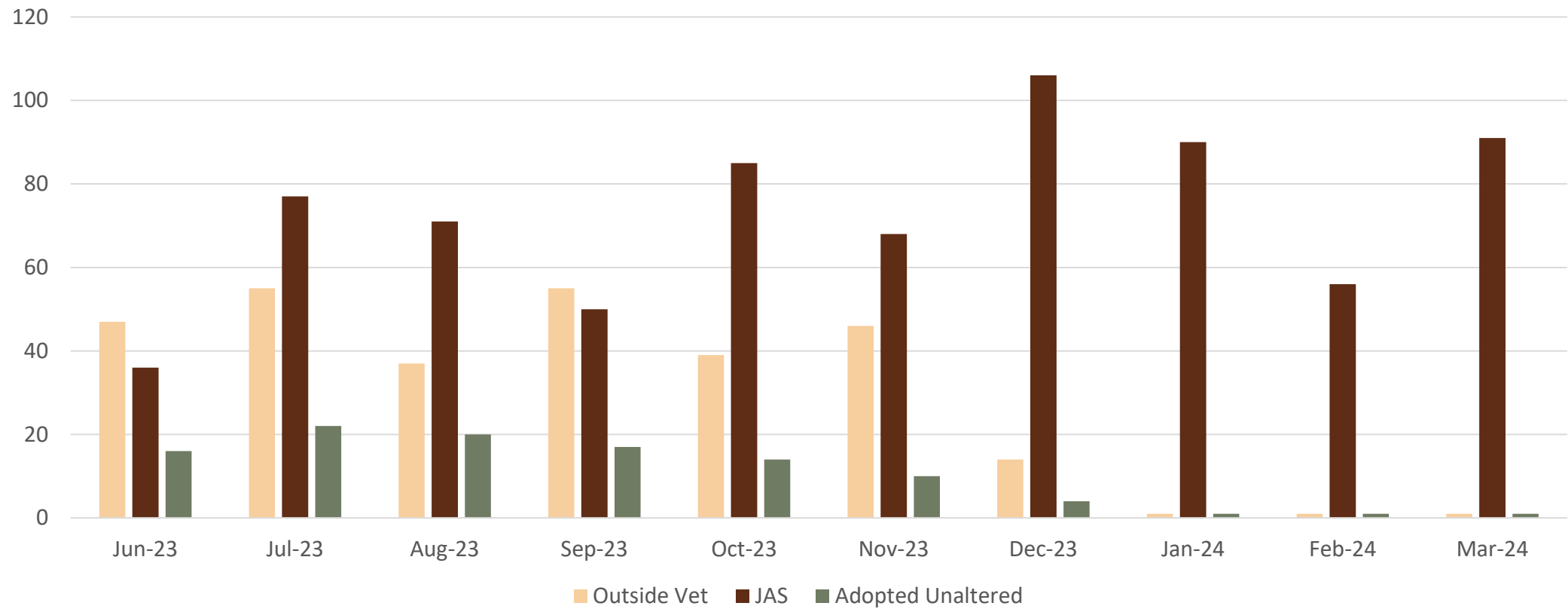


Surgeries Completed

- 106 Dog neuters
- 94 Dog spays
- 257 Cat neuters
- 240 Cat spays
- 55 Other procedures
- 752 Total procedures



Monthly Surgeries



Special Surgeries

- 3 Abscess repairs
- 6 Amputations
- 5 Cryptorchid neuters
- 1 Cystotomy
- 7 Dentals
- 6 Enucleations
- 5 Entropions
- 3 Mastectomies
- 1 Nasal polyp removal
- 3 Pyometra spays
- 7 Sedated ear cleanings or full body shaves
- 1 Skin biopsies
- 2 Tumor removals
- 6 Umbilical hernia repairs



Catcher



Silver



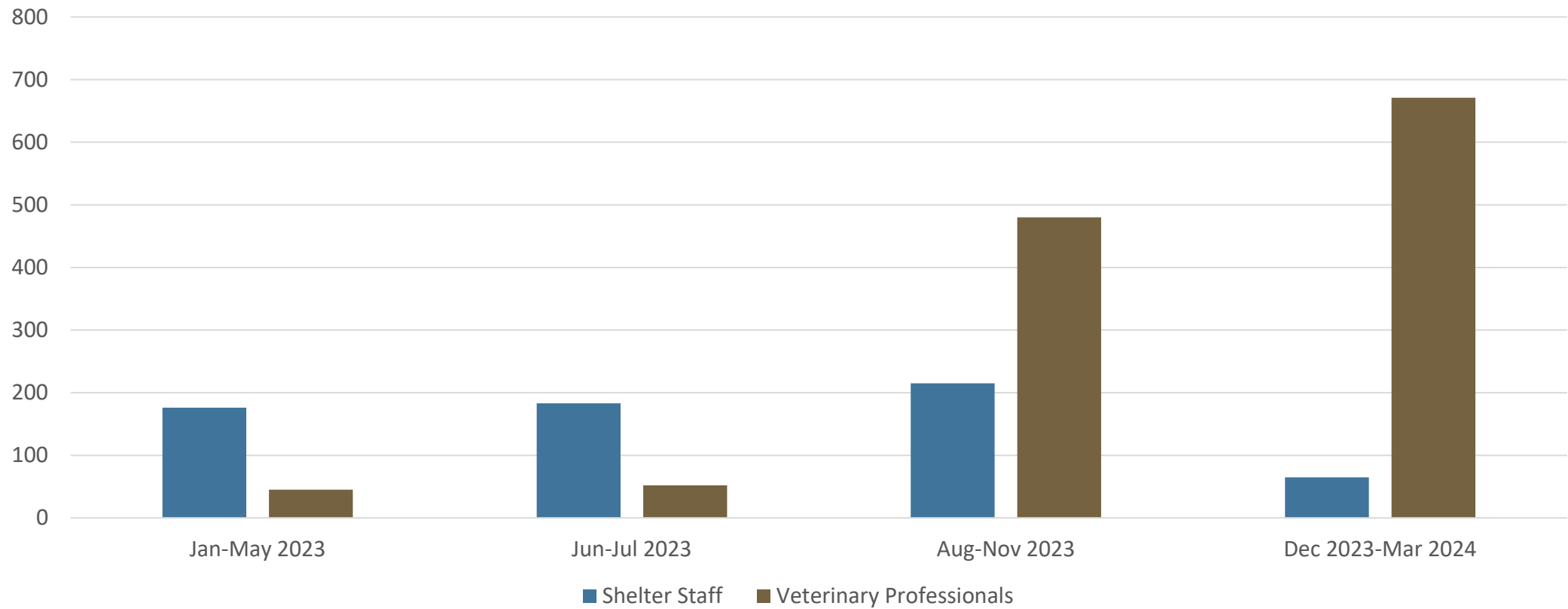
Gonzo



McPuff



Medical Exams



Conditions Treated/Managed

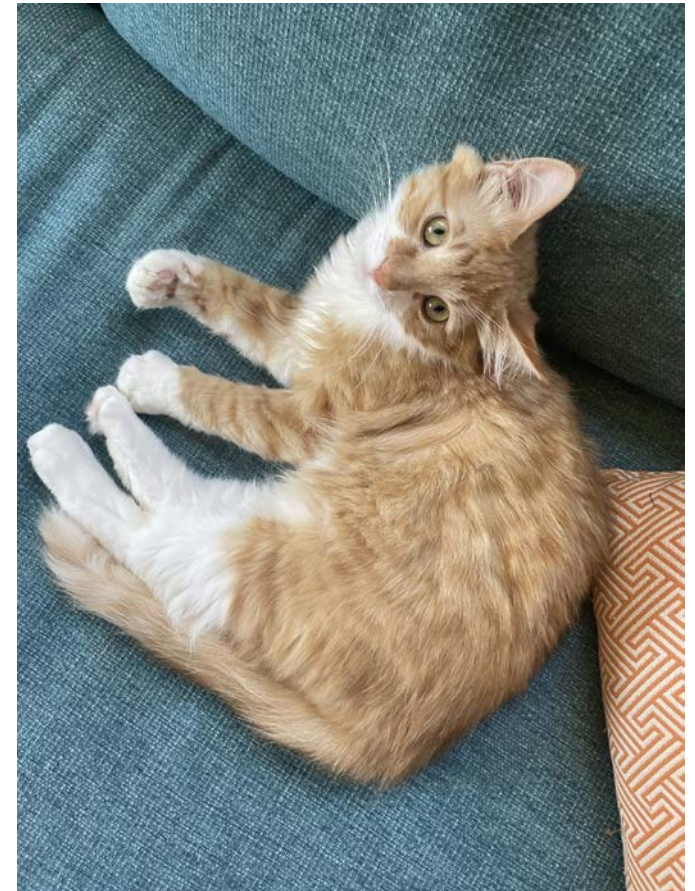
- Anxiety
- Arthritis
- Cerebellar hypoplasia
- Demodex
- Diarrhea
- Emaciation
- Fractures, severe facial injuries
- Giardia
- Hyperthyroidism
- Multidrug resistant otitis, severe chronic otitis
- Outbreaks of parvovirus and ringworm
- Plasma cell pododermatitis
- Salmon poisoning
- Severe allergies
- Upper respiratory infection
- And many more!



Moose



Simba



Loca



Future Goals

- Continue to minimize the need for outside veterinary care while collaborating with local clinics where it's needed.
- Continue revising current medical protocols and introducing new SOPs to bring shelter care in line with ASV guidelines.
- Continued focus on shelter staff training to improve overall medical care and improve flow of animals through the shelter.
- Work on growing and expanding the medical foster program to allow for better treatment of severe medical conditions.
- Expand the veterinary staff to include a veterinary technician and eventually another part or full time veterinarian to provide coverage 6-7 days weekly.
- Community vaccine clinics for low income and homeless pet owners.
- Spay neuter clinics for local rescues and low income and homeless pet owners.



PROFESSIONAL SERVICES AGREEMENT

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows: This contract, executed in Thurston County on the date indicated below between the NISQUALLY INDIAN TRIBE, hereinafter referred to as the "TRIBE," and Joint Animal Services, hereinafter referred to as the "CONTRACTOR," to secure the professional services of Tribe to provide humane animal care and sheltering services for the TRIBE. By signing below, the parties have agreed to the following:

1. **CONTRACT REPRESENTATIVES.** The addresses and principal representatives of the parties are as follows:

TRIBE:

Peter Ansara, CEO
Nisqually Indian Tribe
4820 She-Nah-Num Dr. SE
Olympia, WA 98513
360-456-5221

CONTRACTOR:

Sarah Hock, Executive Director
Joint Animal Services
3120 Martin Way E
Olympia, WA 98506
360-352-2510 x1006

On behalf of the TRIBE, all communications for this contract shall be through: Sgt. Mike Terrell, Nisqually Police Department: terrell.michael@nisqually-nsn.gov (360)459-9603.

2. **TRIBE:** The TRIBE is a federally recognized Indian Tribe having a governing body and reserved sovereign powers over persons, property, and activities within the jurisdictional boundaries of the Nisqually Indian Reservation, located in the State of Washington. The governing representative body of the TRIBE, the Nisqually Tribal Council, hereby enters into this contract through its representatives to secure the professional services of Contractor.

1. **Work to Be Performed.** Tribe shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

A. **Administration.** The Tribe or designee shall administer and be the primary contact for Contractor. Prior to commencement of work, Contractor shall contact the Tribe or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the Tribe Manager or designee, Contractor shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. **Representations.** Tribe has relied upon the qualifications of Contractor in entering into this Agreement. By execution of this Agreement, Contractor represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be

made without the prior written consent of Tribe.

Contractor represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Tribe shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Tribe-furnished information.

- C. Standard of Care. Contractor shall exercise the degree of skill and diligence normally employed by professional Contractors engaged in the same profession, and performing the same or similar services at the time such services are performed.
 - D. Modifications. Tribe may modify this Agreement and order changes in the work whenever necessary or advisable. Contractor shall accept modifications when ordered in writing by the Tribe or designee, so long as the additional work is within the scope of Contractor's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Contractor shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by Tribe without additional compensation.
2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect through December 31, 2024. This Agreement may be extended in writing by the Parties. Changes in the scope of services or annual rates shall be negotiated by the parties at the time of extension.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 30 days' prior notice and an opportunity to cure the breach. In the event of termination without breach, Tribe shall pay Contractor for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The Tribe shall pay Contractor for the performance of those services designated in Exhibit "A," an amount not to exceed \$75,000. If the description of services on Exhibit "A" designates additional services which may be requested by the Tribe, said additional services will be paid for by the Tribe at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the Tribe after the Tribe has directed such performance in writing.

- B. Payment by the Tribe for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the Tribe, and the same is approved by the appropriate Tribe representative. Payment will be made on a monthly basis.
- C. The Tribe reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the Tribe Manager or designee to be noncompliant with the Scope of Services, Tribe standards, Tribe Code, and federal or state standards.

4. **Notice.** Notices and applications for payment shall be given in writing as follows:

TRIBE:

Name: Sgt. Mike Terrell
Phone: (360)459-9603
Address: 11702 Yelm Hwy SE
Olympia, WA 98513

CONTRACTOR:

Name: Andrew Toledo
Phone: 360-352-2510
Address: 3120 Martin Way E
Olympia WA 98506

INVOICES:

Nisqually Indian Tribe
Accounts Payable
4820 She Nah Num Drive SE
Olympia, WA 98513
ap@nisqually-nsn.gov

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and Tribal laws and regulations. Contractor warrants that its services shall conform to all federal, state, and Tribal statutes and regulations.

6. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, Tribe certifies to the best of its knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

7. **Relationship of the Parties.** It is understood and agreed that Contractor shall be an independent contractor and not the agent or employee of Tribe, that Tribe is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Contractor. Any and all employees who provide services to Tribe under this Agreement shall be deemed employees solely of Contractor. Tribe shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.
8. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Contractor under this Agreement are and shall be the property of the Contractor, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Contractor under this Agreement shall, unless otherwise provided, be deemed the property of Contractor. Contractor shall be permitted to retain these documents, including reproducible camera-ready originals of reports, and copies in the form of computer files, for the Contractor's use.
9. **Records.** The Tribe or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Contractor's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.
10. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may

arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. Tribe shall be named as an additional insured under Contractor's commercial general liability insurance policy with respect to the work performed for the Tribe using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
4. Professional liability insurance appropriate to Contractor's profession.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Contractor's insurance coverage shall be primary insurance with respect to the Tribe. Any insurance, self-insurance, or insurance pool coverage maintained by Tribe shall be in excess of Contractor's insurance and shall not contribute with it.
2. Contractor shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Contractor.

3. If Contractor maintains higher insurance limits than the minimums shown above, Tribe shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Contractor, irrespective of whether such limits maintained by Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the Tribe evidences limits of liability lower than those maintained by Contractor.
 4. Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the Tribe may, after giving at least five business days' notice to Contractor to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Tribe on demand, or at the sole discretion of the Tribe, offset against funds due Contractor from the Tribe.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Contractor shall furnish acceptable insurance certificates to the Tribe Clerk at the time Contractor returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to Tribe acceptance. If requested, complete copies of insurance policies shall be provided to Tribe. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
11. **Indemnification and Hold Harmless.** Contractor shall, at its sole expense, defend, indemnify, and hold harmless Tribe and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Contractor, Contractor's agents, subcontractors, subcontractors, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Contractor's duty to defend, indemnify, and hold Tribe harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of Tribe or Tribe's agents or employees pursuant to RCW 4.24.115.

Contractor's duty to defend, indemnify, and hold Tribe harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) Tribe or Tribe's agents or employees, and (b) Contractor, Contractor's agents, subcontractors, subcontractors, and employees shall apply only to the extent of the negligence of Contractor, Contractor's agents, subcontractors, subcontractors, and employees.

Contractor's duty to defend, indemnify, and hold Tribe harmless shall include, as to all claims, demands, losses, and liability to which it applies, Tribe's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the Tribe Attorney, outside Contractor costs, court costs, fees for collection, and all other claim-related expenses.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Contractor's waiver of immunity under this provision extends only to claims against Contractor by Tribe, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor hereby certifies that this indemnification provision was mutually negotiated.

12. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
13. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
14. **Subcontracts.** Except as otherwise provided herein, Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of Tribe.
15. **Confidentiality.** Contractor may, from time-to-time, receive information which is deemed by Tribe to be confidential. Contractor shall not disclose such information without the prior express written consent of Tribe or upon order of a court of competent jurisdiction.
16. **Limited Waiver of Sovereign Immunity.**
Nisqually does hereby expressly consent to jurisdiction of the courts of the State of Washington, Thurston County, as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this Agreement and/or their affected officers, officials, and employees, concerning the interpretation of this Agreement, enforcement of any of its provisions, and any

complaints, claims or counterclaims for monetary damages and/or equitable relief for any alleged or actual breach of any provision of this Agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters. No consequential, special, indirect or punitive damages or attorney's fees may be awarded or adjudicated against, or recovered against the Tribe.

For this limited purpose only, Nisqually does hereby expressly waive its sovereign immunity from suit or defenses in the courts of the State of Washington, Thurston County, for any such legal claim or complaint for the interpretation and/or enforcement of this Agreement, and/or for any complaints, claims or counterclaims for monetary damages or equitable relief for any breach of this Agreement, and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters. This limited waiver is for the benefit of Joint Animal Services only and the Tribe does not waive its sovereign immunity with respect to suits or claims by any other person, corporation, partnership, government, governmental agency or entity whatsoever. Joint Animal Services agrees that this agreement shall not create any liability that permits recourse by Joint Animal Services to or upon any Tribal Trust assets.

17. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
18. **Anti-kickback.** No officer or employee of Tribe, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
19. **Business Registration.** Contractor shall register with the Tribe as a business prior to commencement of work under this Agreement if it has not already done so.
20. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this day of _____, 2024.

TRIBE

CONTRACTOR:

By: _____
Peter Ansara, CEO
Nisqually Indian Tribe

By: _____
Sarah Hock, Executive Director
Joint Animal Services

EXHIBIT “A” - SCOPE OF WORK

Joint Animal Services will provide the following services:

1. Accept dogs brought to Joint Animal Services by Nisqually Tribal Police that the tribe has deemed dangerous for euthanasia. Dogs that have been deemed dangerous will need to be quarantined for 10 days from the date of the bite by the current owner prior to being transferred to JAS for euthanasia. Nisqually Tribal Police may reach out to the JAS representative to try and obtain approval for transferring the dog to JAS before the end of the 10-day quarantine if Nisqually Tribal Police believe the current owner can't safely quarantine the dog.
2. Accepting injured stray dogs and cats brought to JAS by Nisqually Tribal Police.
3. If needed, accept owned dogs and cats brought to JAS from Nisqually Tribal Police when an individual has been arrested.
4. If needed, accept dogs and cats brought to JAS from Nisqually Tribal Police when the owner is found deceased.
5. Allow tribal members to bring stray dogs and cats to JAS with an appointment. JAS cannot provide services for livestock or wildlife.
6. Allow tribal members to surrender their owned animals to JAS with an appointment and a fee.
7. Allow tribal members to bring their owned cats or dogs to JAS for euthanasia with an appointment and a fee. JAS cannot provide euthanasia services for livestock.
8. Animal Services will be available to pick up animals from Nisqually Tribal Police seven (7) days a week from 9:30 am to 5:30 pm. JAS has 24 hours to respond to calls for pick-up services from Tribal Law Enforcement.
 - a. On Sunday and Monday, Tribal Law Enforcement must leave a message requesting pick up.
 - b. If an officer is unavailable on specific days due to staff shortages, JAS will notify the particular parties designated by the Nisqually Tribe.
9. JAS will be available to accept animals from Nisqually Tribal Police during business hours of Tuesday through Friday, 9:30 am to 5:30 pm, and Saturday, 9:30 am to 4:00 pm.
10. Stray cats and dogs over the age of 3 months brought to JAS (excluding dogs and cats deemed dangerous) will be held for 48 hours. If the owner does not reclaim it within those 48 hours, the cat or dog will become the property of JAS.

Stray cats or dogs under the age of 3 months will be considered abandoned and will not be placed on hold and may be made available for adoption, rescue, or euthanasia immediately. Owner must pay all fees assessed by JAS to reclaim their animal. Owners must provide proof of ownership to reclaim.

11. Owned dogs or cats brought to JAS (excluding dogs and cats deemed dangerous) may be reclaimed by their owners for a fee. JAS will hold known owned dogs and cats for 48 hours. If the owner fails to reclaim their animal during the 48 hours, the dog or cat will be forfeited and will become the property of JAS. Owners must provide proof of ownership to reclaim.



Joint Animal Services Commission Director's report

April 8th, 2024

Operations

Staffing Update

We are also happy to welcome our new Volunteer & Outreach Coordinator, Meagan MacKay!

Meagan is originally from San Jose, California. She graduated in 2018 from the University of Puget Sound with a degree in psychology.

Since then, she has worked for non-profit organizations throughout Pierce and King Counties. Specifically, Meagan served the Program Assistant at the Tacoma Rescue Mission, working as support system for women entering recovery. She also worked as the Volunteer Manager for The Humane Society for Tacoma & Pierce County.

Meagan enjoys camping in the summer, exploring new eateries in Tacoma, and spending lots of time with her rescue fur family- a pup named Denali and two cats, Cleo and Nala.



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TCSO / JAS Quarterly Communications Meeting

JAS and TCSO held their quarterly communications meeting on March 21st. These meetings are regular check-ins, typically with the captains and sergeants of the Thurston County Sheriff's Office, to ensure that communication lines are always open and to address any issues that may arise. We received several positive comments and feedback from this meeting, including our responsiveness when TCSO deputies call for assistance.



Joint Animal Services Commission Director's report

ANIMAL SERVICES

Regional Meetings: Thurston County Commissioner Meeting 30/20/2024

The Board of County Commissioners has asked for updates on field services data in unincorporated Thurston County every quarter. In 2022, the BoCC voted to return to full services after being on modified services for 20 years. During that period, JAS reduced the number of call types that would be serviced in the county, resulting in a reduction of the amount paid specifically towards our field department.

There was also a discussion around issuing citations within unincorporated Thurston County. Previously, TCSO refused to issue JAS FSO II citation booklets, prompting the County to look into possible alternatives. The County found that per the RCWs and their Municipal Code, JAS has the authority to issue citations, but would need an MOU with Thurston County. Currently the BoCC is undecided whether they want to grant JAS this authority. BoCC would also like to explore what modified or no field services would look like for Unincorporated Thurston County.

At the meeting, it was requested that JAS look into the following:

1. **What are some possibilities if Thurston County were to consider receiving less than full service?**

Answering this question will require additional diligence on the long-term impacts of changes on the organization (e.g., staffing, facilities, ILA, etc.) and what services are priorities for Thurston County.

If Thurston County decides to pursue an alternative to full services, JASCOM will need to discuss and take action per the Interlocal Agreement under:

f. Powers and Duties. JASCOM shall have the following powers and duties:

(3) If a participating jurisdiction is unable to pay its full share of the budget, JASCOM will consider the following:

- (a) The field services provided to that jurisdiction shall be reduced for such jurisdiction to a level commensurate with its payments, or*
- (b) The assessment for each participating member shall be proportionately reduced, or*
- (c) The remaining jurisdictions may choose to pay proportionately more than their share to assure that all programs will be funded.*



ANIMAL SERVICES

Joint Animal Services Commission Director's report

- (d) *JASCOM shall recommend to the jurisdictions which option shall be followed.*
- (e) *In any case, the proportionate share of the budget for shelter services as set forth in Section 5b (1) (b) shall be paid by each member.*

-and -

5. Finance.

- b. *Each of the parties to this Agreement shall pay into the Joint Animal Services Fund for animal shelter and animal protection and control activities as follows:*
 - (1) *Each party will pay an assessment to cover the costs of the animal shelter and animal protection and control activities based upon the following criteria:*
 - (a) *Animal protection and control activities (field services) shall be funded as follows:*
 - (i) *Field services shall be borne by the party by a per-capita basis. If a jurisdiction is unable to pay on a per-capita basis, then said jurisdiction shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to said jurisdiction's field service needs as agreed to by jurisdiction and JASCOM.*
 - (ii) *Remaining jurisdictions shall be responsible for the remainder of the field services program costs, calculated after said jurisdiction(s)'s field service expense is deducted from the total field services program. The expense shall be distributed among the remaining jurisdictions on a per capita basis.*

Or, as an alternative, JASCOM could discuss different structures for Thurston County (e.g., contract); depending on the circumstances, an update to the Interlocal Agreement may be required. More discussion and diligence is necessary on this topic.

Lewis County

Lewis County, Centralia, and Chehalis officials visited and toured JAS in February to learn about our operations and the joint agreement between the jurisdictions.



ANIMAL SERVICES

Unicorn Program

Joint Animal Services Commission Director's report

The team received a week-long training from Brittany Flemming, who works with Save the Unicorns, thanks to a grant from Best Friends Animal Society. The aim of the training was to establish new programming to help dogs at risk of euthanasia find homes. Dogs that are considered at risk are those with medical or behavioral issues that may cause them to stay longer on the adoption floor. The program will be supported by Brittany, who will be a resource for the Positive Outcomes Coordinator, Volunteer and Outreach Coordinator, and other staff. During the training, we discussed various topics, such as removing barriers to adoption, progressive sheltering practices, new volunteer positions, behavioral enrichment, playgroups, marketing, and support for fosters willing to take on Unicorns. Additionally, we had a photoshoot of all the dogs we consider unicorns at the shelter, which was an amazing experience.





Joint Animal Services Commission Director's report

New Vehicle

JAS recently received its new FSO truck that was ordered back in January 2022. The truck is specifically designed to provide comfortable transportation for pet animals, complete with a heating and air conditioning system. One of the kennels has a built-in lift to help move any animals that might be difficult to lift.





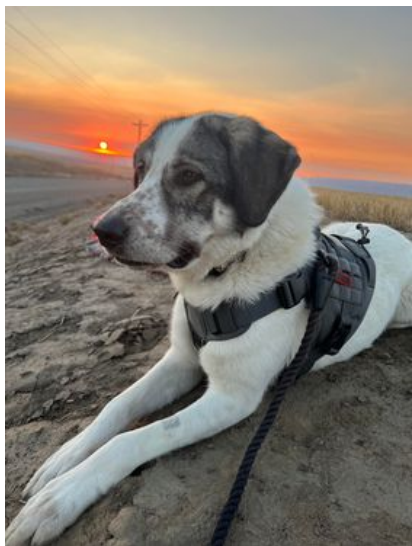
ANIMAL SERVICES
Happy Tails

Joint Animal Services Commission Director's report

This month's happy tail comes from a family who have adopted more than one animal from us over the last couple of years!

"Elsie May was once Shortcake when we adopted her! She LOVES going to the park and meeting new puppy friends! Mom makes her home-made dog food, and chicken is her favorite! She has even gone shooting with us and enjoys that so much! She is the best pyr and can go off-leash, much to her mother's surprise. She loves the kittens we adopted in October, so I will include them, too!

We also have Dr. Phil and Lucille Ball (Lucy and Phil). Phil, our orange boy, LOVES to be held like a little ferret or bounced like a baby! At first, he was not a fan of Elsie, but now he loves her! Lucy has crazy eyes as we call them and has tons of energy! We adore these three! Thanks for adding to our family!"



Director's Report



Director's Report

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