



City of Ketchum

October 23, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

2019/2020 Animal Shelter Contract Contract 20425

Introduction/History

The Mountain Humane contract (previously The Animal Shelter of the Wood River Valley) provides facilities and services for the care and safe housing of dogs found in the City of Ketchum. In the event Ketchum Police cannot locate the owners of the dog, the Ketchum Police will relocate the dog to the shelter. The yearly fee for this contract is \$2,000. This is paid in four quarterly payments from the Ketchum Police budget.

Summary of Request

This request is to again enter into the contract with Mountain Humane for fiscal year 2019/2020.

Financial Impact

\$2,000

Recommendation and Motion

I respectfully recommend the City Council approve the cooperative agreement with Mountain Humane in the amount of \$2,000.

"I move to authorize Mayor Bradshaw to sign the 2019/2020 cooperative agreement with Mountain Humane in the amount of \$2,000 to provide facilities and services for the care and safe housing of dogs found in the City of Ketchum."

Respectfully Submitted,

Dave Kassner
Chief of Police

**CITY OF KETCHUM
CONTRACT FOR SERVICES
MOUNTAIN HUMANE**

THIS AGREEMENT is in effect from October 1, 2019 to September 30, 2020, by and between the City of Ketchum, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and Mountain Humane, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "Mountain Humane".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. Mountain Humane is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to Mountain Humane by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by Mountain Humane. The flat fee shall reasonably reflect the level of service provided by Mountain Humane, including but not limited to, the numbers and types of animals from the City of Ketchum, and may be adjusted annually during the City's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be until September 30, 2020, and then renewed and will remain in effect for one year.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with Mountain Humane submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: MOUNTAIN HUMANE hereby agrees to receive, house and feed all animals found in the City and delivered to Mountain Humane by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Ketchum, Mountain Humane must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of Mountain Humane is 50 dogs and 50 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event Mountain Humane shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven (7) day impoundment period, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten Mountain Humane's ability to maintain a healthy animal population.

If within the seven (7) day impound period, Mountain Humane determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at Mountain Humane that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag Mountain Humane will check for current licensing and vaccination status within its

database. If no current license is found Mountain Humane will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: Mountain Humane agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes Mountain Humane to collect impound fees for animals impounded or taken up pursuant to this Agreement. Mountain Humane agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, Mountain Humane shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by Mountain Humane according to the terms of this contract, the City shall pay Mountain Humane a total sum of \$2,000 for fiscal year 2020 to be paid in quarterly installments of \$500 a quarter. In addition, the City shall allow all revenues generated from Mountain Humane's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with Mountain Humane. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.
8. QUARTERLY REPORTS: Mountain Humane shall provide the City with quarterly reports that include the following information:

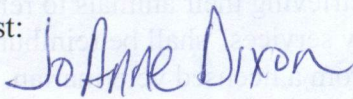
- a) Numbers and types of animals impounded;
- b) Location of animal pickup. Any officer or citizen delivering an animal to Mountain Humane shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Ketchum borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
 - i) Mountain Humane shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
- d) Veterinary and euthanasia statistics

9. MOUNTAIN HUMANE A PRIVATE FACILITY: The parties agree that Mountain Humane is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by Mountain Humane pursuant to this Agreement shall become the property of Mountain Humane after seven (7) days at which time Mountain Humane shall assume financial responsibility for the continued care and housing of the animals.
10. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
11. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

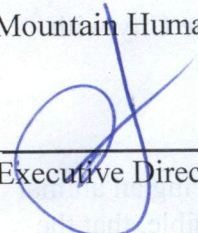
DATED THIS _____ DAY OF _____, 2019

Attest:



Mountain Humane

City of Ketchum, Idaho


Executive Director Jo-Anne Dixon. DVM

Mayor Neil Bradshaw