



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- City's 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's dog licenses and/or microchips.
- New this year: MH to provide CSOs with microchip scanners and training to reunite lost animals to avoid impounding.
- The funding was approved in the FY24 adopted budget.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The cost for services is \$4,078 for the year and funding will be allocated from the Local Option Tax Account within the approved FY24 budget.
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Attachments:

**CONTRACT FOR SERVICES 24010**  
**Mountain Humane**

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of October 2023, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and MOUNTAIN HUMANE, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "MH").

**FINDINGS**

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/or microchipping 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's dog licenses and/or microchips.
5. The parties believe that paying a flat fee for services is 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 MH. 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, and may be adjusted annually during the City's budget process which starts in June and adopted in August of each year.
6. MH desires to enter into an agreement with the City to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and MH as follows:

1. **SERVICES RECEIVED.** MH agrees to provide those services identified in Attachment A as an independent contractor. MH agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement. MH will also furnish the City with microchip scanners and training to aid in animal reunification in the field. The City agrees to make a reasonable attempt to reunite a lost animal with its owner using the microchip scanner prior to impounding the animal at MH.
2. **TERM.** The term of this Agreement shall commence October 1, 2023 and shall terminate on the 30<sup>th</sup> day of September 2024.

**3. CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to MH the total sum of FOUR THOUSAND SEVENTY-EIGHT DOLLARS payable in agreed one lump sum. MH will provide the City an invoice; the City shall pay MH the amount set forth in such invoice no later than thirty (30) days after the date of such invoice. In addition, the City shall allow all revenues generated from MH's sale of dog licenses for the City and the collection of impound fees from pet owner's retrieving their animals to remain with MH. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts form a licensed veterinarian.

**4. REPORTING.** MH agrees to report to the Ketchum City Council via 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 MH shall verify, to the greatest extent feasible, that the animal being impounded was found with City 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.
  - a. MH shall work with the City to develop a reporting system so that City dispatch personnel, the community service officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner. Additionally, MH shall provide the City with animal microchip scanners, which may access an animal's ownership information for reuniting in the field.
- d) Veterinary and euthanasia statistics

**5. MOUNTAIN HUMANE A PRIVATE FACILITY:** The parties agree that MH is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by MH pursuant to this Agreement shall become the property of MH after three (3) days at which time MH shall assume financial responsibility for the continued care and housing of the animal(s).

**6. TERMINATION.** The City may terminate this Contract with 120 days written notice to MH with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of MH shall survive any termination of this Contract.

**7. EQUAL EMPLOYMENT OPPORTUNITY.** MH covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.

**8. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that MH shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. MH shall create, direct, and control its own means and methods of performing this Agreement. MH and its agents, members, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by MH in a competent, efficient and satisfactory manner.

**9. HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by MH, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of MH's obligations pursuant to this Agreement shall be the sole responsibility of MH, and MH covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action

arising out of MH's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

**10. NON-ASSIGNMENT.** This Agreement may not be assigned by or transferred by MH, in whole or in part, without the prior written consent of the City.

**11. DISPUTES:** In the event that a dispute arises between the City and MH regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to seek to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

**12. MISCELLANEOUS PROVISIONS.**

- a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340

b. Consultant: Mountain Humane  
PO Box 1496  
Hailey, ID 83333

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

MOUNTAIN HUMANE

By: \_\_\_\_\_  
Neil Bradshaw  
Mayor

By: \_\_\_\_\_  
Christine Ferguson  
Executive Director

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24010**

<b>To:</b> 1178 MOUNTAIN HUMANE ANIMAL SHELTER OF THE WOOD RIVER VALL BOX 1496 HAILEY ID 83333	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/15/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	ANNUAL ANIMAL CONTROL SERVICES CON 22-4910-6095	4,078.00	4,078.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		4,078.00

\_\_\_\_\_  
 Authorized Signature



City of Ketchum

<b>Agency Name:</b> Animal Shelter of the Wood River Valley DBA Mountain Humane
<b>Project Name:</b> Annual Municipal Animal Impoundment Services
<b>Contact Person:</b> Kelly Mitchell, Senior Director of Shelter Operations & Outreach
<b>Address:</b> 101 Croy Creek Road, PO Box 1496, Hailey, ID 83333
<b>Email:</b> <a href="mailto:KMitchell@mountainhumane.org">KMitchell@mountainhumane.org</a> (general) or <a href="mailto:finance@mountainhumane.org">finance@mountainhumane.org</a> (billing)
<b>Phone Number:</b> (208) 788-4351 x102 (general) or (208) 788-4351 x209 (billing)

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
  - 1<sup>st</sup> – August 7 | 2<sup>nd</sup> – August 21 | 3<sup>rd</sup> – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

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1. Amount requested for fiscal year 2024: **\$ 4,078.00**
  2. What percentage of your overall budget does the requested amount represent? \_\_\_\_\_ %  
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.
  3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

<b>See Attachment</b>
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4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

The \$4,500 received in FY 2023 were used to provide comprehensive animal impound services, as described in question 3.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

As stated in question 3, the requested funds would provide animal impound services for the City of Ketchum, in line with local ordinances and statutes. In addition, Mountain Humane is prioritizing its animal microchip program, which will effectively reduce the number of impounded animals at Mountain Humane and expedite the reunification process between people and their animals. Further, this methodology, as outlined in our contract renewal letter, will reduce the time our public safety officers spend transporting impounded animals to our facility in Hailey. In support of this goal, Mountain Humane is offering free microchipping for any Ketchum resident. Residents may call and schedule an appointment for this service. The organization also anticipates having several vaccine clinics in CYs 2023 and 2024.



### **Question #3**

Mountain Humane remains committed to providing the City of Ketchum with high quality and cost effective animal impound and licensing services. The funds received from the City are used to offset the cost of providing the following services:

- A dedicated staff member for answering intake inquiries
- Scanning and follow up related to pet/owner identification
- Processing paperwork and data entry
- A 24-hour security entrance to dedicated impound areas
- Providing dedicated housing to keep these pets separated from the shelter population
- Performing a medical evaluation to ensure the pet doesn't require any further medical attention
- Ensuring the pet is up to date on its rabies and other vaccinations
- Walking the pet multiple times per day and feeding/general care of the pet
- Marketing efforts to return the pet to its owner via our lost and found outlets

This amount does not include costs related to services provided to animals that are not reclaimed by their owner, as well as services provided for animals who are reclaimed after more than 24 hours. In addition to impound services, the contract includes providing services associated with the implementation, management, distribution, and data tracking for the Blaine County dog license program.

The funding proposal for FY 2024 represents a **9.4 percent DECREASE** from FY 2023. This is due to implementing documented best practices in CY 2023, which will include:

- Focusing on microchipping community animals so that our public safety personnel may reunite animals with their owners more quickly. This methodology has been proven to be best practice in communities across the country and will improve community relations and decrease the number of animals impounded each year, and
- Requesting a 3-day holding period to replace the current 7-day holding period for stray impounds. This is a result of historical data reflecting that animals are returned to owners (RTO) typically within the first 24 hours. Those not reclaimed within 24 hours are typically never reclaimed.

If funding were reduced or eliminated, Mountain Humane would struggle to provide these comprehensive services to the City and its residents.

# Mountain Humane

## Budget Overview

January - December 2022

	MOUNTAIN HUMANE	THE BARKIN'	TOTAL
<b>Income</b>			
4000 Revenue from Direct Contributions	1,044,648.00	7,400.00	\$1,052,048.00
4200 Revenue from Non-Government Grants	170,000.00		\$170,000.00
5000 Revenue from Government Agencies	62,700.00		\$62,700.00
5100 Rev from Program Related Sales & Fees	150,000.00		\$150,000.00
5300 Revenue from Investments	264.96		\$264.96
5400 Revenue from Other Sources	45,675.04	400,000.00	\$445,675.04
5800 Special Events	1,000,000.00		\$1,000,000.00
<b>Total Income</b>	<b>\$2,473,288.00</b>	<b>\$407,400.00</b>	<b>\$2,880,688.00</b>
<b>Cost of Goods Sold</b>			
5700 COGS	11,225.00	1,200.00	\$12,425.00
5850 Special events - direct costs	65,294.00		\$65,294.00
<b>Total Cost of Goods Sold</b>	<b>\$76,519.00</b>	<b>\$1,200.00</b>	<b>\$77,719.00</b>
<b>GROSS PROFIT</b>	<b>\$2,396,769.00</b>	<b>\$406,200.00</b>	<b>\$2,802,969.00</b>
<b>Expenses</b>			
7200 Salaries & Related Expenses	1,807,154.00	234,797.00	\$2,041,951.00
7500 Contract Services Expenses	67,410.00	1,750.00	\$69,160.00
7600 Media, Marketing & Communications	122,299.00	5,460.00	\$127,759.00
8100 Nonpersonnel expenses	61,128.00	4,595.00	\$65,723.00
8200 Facility & equipment expenses	154,633.00	20,753.00	\$175,386.00
8300 Travel & Meeting expense	6,520.00	750.00	\$7,270.00
8400 Animal specific expenses	224,238.00		\$224,238.00
8500 Other expenses	228,834.00	12,483.00	\$241,317.00
<b>Total Expenses</b>	<b>\$2,672,216.00</b>	<b>\$280,588.00</b>	<b>\$2,952,804.00</b>
<b>NET OPERATING INCOME</b>	<b>\$ -275,447.00</b>	<b>\$125,612.00</b>	<b>\$ -149,835.00</b>
<b>NET INCOME</b>	<b>\$ -275,447.00</b>	<b>\$125,612.00</b>	<b>\$ -149,835.00</b>

# Mountain Humane

## Budget Overview

January - December 2023

	MOUNTAIN HUMANE	THE BARKIN'	TOTAL
<b>Income</b>			
4000 Revenue from Direct Contributions	1,215,621.81	8,867.80	\$1,224,489.61
4200 Revenue from Non-Government Grants	275,000.00		\$275,000.00
5000 Revenue from Government Agencies	77,977.48		\$77,977.48
5100 Rev from Program Related Sales & Fees	197,000.00		\$197,000.00
5300 Revenue from Investments	30,468.95		\$30,468.95
5400 Revenue from Other Sources	39,872.25	439,000.00	\$478,872.25
5800 Special Events	900,000.00		\$900,000.00
<b>Total Income</b>	<b>\$2,735,940.49</b>	<b>\$447,867.80</b>	<b>\$3,183,808.29</b>
<b>Cost of Goods Sold</b>			
5700 COGS	10,725.00	1,200.00	\$11,925.00
5850 Special events - direct costs	65,294.00		\$65,294.00
<b>Total Cost of Goods Sold</b>	<b>\$76,019.00</b>	<b>\$1,200.00</b>	<b>\$77,219.00</b>
<b>GROSS PROFIT</b>	<b>\$2,659,921.49</b>	<b>\$446,667.80</b>	<b>\$3,106,589.29</b>
<b>Expenses</b>			
7200 Salaries & Related Expenses	1,927,306.39	291,545.15	\$2,218,851.54
7500 Contract Services Expenses	56,210.00	1,550.00	\$57,760.00
7600 Media, Marketing & Communications	170,502.50	3,860.00	\$174,362.50
8100 Nonpersonnel expenses	63,201.44	6,345.00	\$69,546.44
8200 Facility & equipment expenses	172,218.00	17,253.00	\$189,471.00
8300 Travel & Meeting expense	12,970.00	750.00	\$13,720.00
8400 Animal specific expenses	207,028.00		\$207,028.00
8500 Other expenses	155,564.51	13,497.61	\$169,062.12
<b>Total Expenses</b>	<b>\$2,765,000.84</b>	<b>\$334,800.76</b>	<b>\$3,099,801.60</b>
<b>NET OPERATING INCOME</b>	<b>\$ -105,079.35</b>	<b>\$111,867.04</b>	<b>\$6,787.69</b>
<b>NET INCOME</b>	<b>\$ -105,079.35</b>	<b>\$111,867.04</b>	<b>\$6,787.69</b>