



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract #23014 with Mountain Humane

Recommendation and Summary

Staff is recommending the council approve the annual contract with Mountain Humane and adopt the following motion:

"I move to approve Contract 23014 with Mountain Humane."

The reasons for the recommendation are as follows:

- Community Service Officers and Police Officers need a reliable location to take animals found at large. The animals need to be safely sheltered until the owner comes forward to claim the animal.
- Mountain Humane has the proper shelter facility and veterinary services to address this need.
- Mountain Humane also possesses adoption services should the animal not be claimed.

Introduction and History

The purpose of this agreement is to allow the city to contract with Mountain Humane for animal control services. Below are the shelter stats for Ketchum City over the last couple of years:

- 2019 – 4
- 2020 – 5
- 2021 through November – 11
- 2022 – TBD

Sustainability

None.

Financial Impact

The cost for services is \$4,500 for the year and funding will be allocated from the Local Option Tax Account within the approved FY23 budget.

Attachments

Proposed Contract #23014

CONTRACT FOR SERVICES 23014
Mountain Humane

THIS AGREEMENT, made and entered into this 3rd day of October 2022, 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 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 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.
- 2. TERM.** The term of this Agreement shall commence October 1, 2022 and shall terminate on the 30th day of September 2023.
- 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 FIVE HUNDRED 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 from 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 within 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.
- 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 seven (7) 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: _____
Annie McCauley
Executive Director

ATTEST:

Lisa Enourato
Interim City Clerk