



## City of Ketchum

January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Contract #22051 with Mountain Humane for Animal Control Services**

#### Recommendation and Summary

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

**"I move to authorize Contract #22051 with Mountain Humane to provide animal control services."**

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

This contract has been in place for several years. Mountain Humane is asking all valley cities and the county to commit to a formal contract for services.

#### Sustainability

No direct impact.

#### Financial Impact

Due the small amount, staff is recommending the contract be funded from the contingency account.

#### Attachment

Contract #22051

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

THIS AGREEMENT is in effect from October 1, 2021 to September 30, 2022, 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, 2022, 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 \$2,400 for fiscal year 2022 to be paid in quarterly installments of \$600 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 \_\_\_\_\_, 2022

Attest:

Mountain Humane

City of Ketchum, Idaho

\_\_\_\_\_  
Executive Director Annie McCauley

\_\_\_\_\_  
Mayor, Neil Bradshaw

\_\_\_\_\_  
City Clerk, Tara Fenwick



May 27, 2021

Dear Representative,

COVID has had an impact on all of us. In 2020, although Mountain Humane was forced to close to the public and adjust operations to comply with mandates, the number of animals adopted across the country skyrocketed, people were staying home with their pets, and shelters saw fewer and fewer animals. What hasn't changed is Mountain Humane providing impound and licensing services to municipalities within Blaine County. The annual fees for providing these services has not increased since 2015, in some cases not at all, even with the construction of the new facility which has a dedicated impound area accessible 24 hours per day 7 days per week.

The time has come for Mountain Humane to re-evaluate the cost of providing the impound and licensing services to Sun Valley, Ketchum, Hailey, Bellevue, and Blaine County to better align with the expenses associated to these services. The cost of providing these services 365 days per year is, on average, \$95,000 annually. These services include:

- 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

In addition to impound services, the contract includes providing services associated to the implementation, management, distribution, and data tracking for the Blaine County dog license program.

This projection is based on the average number of impounded animals between 2018 and 2020, assuming they stay **one** night in the shelter. This does not include the cost of multiple days of services for those pets who are not returned to their owners within the first day, those which require additional medical care, or the vaccinations administered upon intake to keep the Mountain Humane adoptable animals safe from the spread of disease.

The total annual revenue for Mountain Humane per the current impound contracts with the municipalities for the 2021-2022 fiscal year is approximately \$43,000. The \$52,000 annual shortfall to run the impound and licensing programs is no longer sustainable. Mountain Humane has already had to cut staff to meet budgetary requirements and can no longer offer the free spay/neuter services to all Blaine County residents, as it had since 2006.

As part of this evaluation Mountain Humane is requesting an increase from the current \$2,000 annual fee to a fee of \$2,400 annually, or \$600 per quarter, effective the renewal of the impound contract dated 10/1/2021 - 09/30/2022. This is based on the following statistics.

|                                    | CITY OF KETCHUM                                |                                 |                           | ALL MUNICIPALITIES     |
|------------------------------------|--|---------------------------------|---------------------------|------------------------|
|                                    | % of Total cost -<br>% of Animals<br>Impounded | Cost of<br>Services/<br>Quarter | Cost of Services/<br>Year | TOTAL COST PER<br>YEAR |
| <b>2018-2019 AVG</b>               | 4%   | \$860.90                        | \$3,443.60                | \$86,090.00            |
| <b>2020</b>                        | 4%   | \$781.63                        | \$3,126.52                | \$78,163.00            |
| <b>AVERAGE</b>                     |  | <b>\$821.27</b>                 | <b>\$3,285.06</b>         | <b>\$82,126.50</b>     |
| <b>LICENSING<br/>(% by census)</b> |  | \$231.75                        | \$927.00                  | <b>\$12,500.00</b>     |
| <b>GRAND TOTAL</b>                 |  | <b>\$1,053.02</b>               | <b>\$4,212.06</b>         | <b>\$94,626.50</b>     |
| <b>REQUESTED<br/>RATE CHANGE</b>   |  | <b>\$600.00</b>                 | <b>\$2,400.00</b>         |                        |
| <b>ADDITIONAL<br/>DEFICIT</b>      |  | <b>-\$453.02</b>                | <b>-\$1,812.06</b>        |                        |

As you can see, this increase still does not cover our expenses. However, since we have all been impacted by the pandemic, we have chosen not to implement the full increase at this time. This letter serves as notice that an evaluation will be completed in the Spring of 2022 to include the average statistics from 2021 in order to adjust the fees to further align with the expenses incurred by Mountain Humane in providing the impound and licensing services to Blaine County municipalities.

Based on the current predictions, surrender and stray animals will continue to rise as those who were able to be with their pets during the pandemic are forced to return to work and their pre-COVID routine, which may leave many animals without the option for care and the potential to be surrendered or abandoned.

We appreciate your consideration and hope you understand the financial position of Mountain Humane. We look forward to continuing our relationship with each Blaine County municipality and the residents they serve.

Please reach out to us if you would like to schedule an in person meeting to discuss this request.

Sincerely,

Anne H. McCauley  
Executive Director  
[amccauley@mountainhumane.org](mailto:amccauley@mountainhumane.org)  
208-788-4351 x215

Kelly Mitchell  
Senior Director – Shelter Operations & Outreach  
[kmitchell@mountainhumane.org](mailto:kmitchell@mountainhumane.org)  
208-788-4351 x102



**CITY OF KETCHUM**  
 PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

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

**PURCHASE ORDER - NUMBER: 22051**

|   |   |
|---|---|
| <b>To:</b><br>1178<br>MOUNTAIN HUMANE<br>ANIMAL SHELTER OF THE WOOD RIVER VALL<br>BOX 1496<br>HAILEY ID 83333 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---|---|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 12/30/2021 | kchoma     | kchoma       |            | 0          |       |

| Quantity | Description                                 | Unit Price | Total    |
|----------|---|------------|----------|
| 1.00     | ANNUAL ANIMAL CONTROL SERVICES 01-4193-9930 | 2,400.00   | 2,400.00 |
|          | SHIPPING & HANDLING                         |            | 0.00     |
|          | TOTAL PO AMOUNT                             |            | 2,400.00 |

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