



DOG LICENSING DESIGNEE AGREEMENT

This DOG LICENSING DESIGNEE AGREEMENT is made this 13th day of December, 2022, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City," 33 East Idaho Avenue, Meridian, Idaho 83642, and Pet Care Clinic, hereinafter referred to as "Licensing Designee," whose business address is 1151 E. Fairview Avenue, Meridian, Idaho 83642.

- A. Purpose of Agreement:** The purpose of this Agreement is to set forth the rights and obligations of City and of Licensing Designee with reference to Licensing Designee's issuance of dog licenses on City's behalf. By entering into this agreement, both parties seek to: 1) encourage and facilitate the licensing of all dogs within the City of Meridian; and 2) implement the provisions of Meridian City Code section 6-2-3(D).
- B. Time of Performance:** This agreement shall be effective from January 1, 2023 to December 31, 2023.
- C. Designation of authority:** City hereby authorizes and empowers Licensing Designee to issue dog licenses on behalf of City in accordance with all applicable provisions of Meridian City Code.
- D. Responsibilities of Licensing Designee:**
 - 1. Issuance of dog licenses:** Licensing Designee shall issue dog licenses only after verification of compliance with all provisions of Meridian City Code section 6-2-3(A)(2), including, but not limited to:
 - a.** Verification that the owner of any dog to be licensed is eligible for the license fee sought to be paid, *i.e.*, whether dog to be licensed is neutered or spayed; whether dog owner/user is visually or hearing impaired or disabled; whether dog owner is training such dog as seeing eye, hearing ear, or guide dog; and/or whether replacement license tag will indeed replace validly issued, lost tag.
 - b.** Collection of appropriate license fee.
 - 2. Rabies education.** Licensing Designee shall provide to each dog owner to whom a dog license is issued written information regarding the importance of vaccinating dogs against rabies.
 - 3. Official log:** Licensing Designee shall keep an official, monthly, written log of all dog licenses issued by Licensing Designee on the form provided by City, and shall keep such written log complete and current at all times.

4. **Administrative fee:** City hereby authorizes Licensing Designee to collect and keep an administrative fee of fifty percent (50%) of the amount of each dog license fee collected on City's behalf.
5. **Monthly submission to City Clerk:** At the end of each month during the term of this Agreement, Licensing Designee shall submit to the Meridian City Clerk:
 - a. All dog license fees collected by Licensing Designee on City's behalf; and
 - b. A true and correct copy of the Licensing Designee's monthly log, completed in full.

Such fees and log shall be submitted to the Meridian City Clerk no later than the tenth (10th) day of the month following the month for which the fees were collected and the monthly log completed.

6. **Remission of discrepancy:** If, following the Meridian City Clerk's review and accounting of Licensing Designee's issuance of dog licenses, the Meridian City Clerk notifies Licensing Designee of a discrepancy in fees collected and data reported by Licensing Designee in the log or quantity of unissued tags, Licensing Designee shall remit to City funds in the amount of such discrepancy. Licensing Designee's obligation to remit to City funds in an amount corresponding to the number and type of dog licenses issued and the number of unissued dog license tags returned to City shall not be excused for any reason, regardless of Licensing Designee's assertion of loss, theft, misplacement, mistake, or mismanagement of fees, tags, and/or data.

E. Responsibilities of City:

1. **Provision of dog license tags:** City shall provide dog license tags to Licensing Designee.
2. **Monthly accounting:** In the event of a discrepancy between the log, fees remitted, and/or unissued tags, the Meridian City Clerk shall notify Licensing Designee in writing and Licensing Designee shall remit to City funds in the amount of the discrepancy.
3. **Annual accounting:** The Meridian City Clerk shall conduct an annual audit to determine that the fees remitted correspond to the number and type of dog license tags issued by the designee according to the designee's logs. In the event of a discrepancy between the logs, fees remitted, and/or unissued tags, the Meridian City Clerk shall notify Licensing Designee in writing and Licensing Designee shall remit to City funds in the amount of the discrepancy.

- F. **Independent Contractor:** In all matters pertaining to this agreement, Licensing Designee shall be acting as an independent contractor, and neither Licensing Designee, nor any officer, employee or agent of Licensing Designee, will be deemed an employee of City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

G. Hold Harmless: In all matters pertaining to this Agreement, Licensing Designee shall save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and/or losses and expenses caused or incurred by Licensing Designee, its servants, agents, employees, guests, and business invitees in the course of implementing the terms of this Agreement, and not caused by or arising out of the tortious conduct of City or its employees.

H. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, addressed to City as follows: City Clerk, City of Meridian, 33 E. Idaho Avenue, Meridian, Idaho 83642, or to Licensing Designee as follows:

Pet Care Clinic, 1151 E. Fairview Avenue, Meridian, Idaho 83642

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

I. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

J. Assignment: It is expressly agreed and understood by the parties hereto, that Licensing Designee shall not have the right to assign, transfer, hypothecate, subcontract, or sell any of its rights or responsibilities under this Agreement except upon the prior express written consent of City.

K. Discrimination Prohibited: In performing the Services set forth herein, Licensing Designee shall not discriminate against any person on the basis of race, color, religion, sexual orientation or gender identity, national origin or ancestry, age or disability.

L. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

M. Audits and Inspections: At any time during business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Licensing Designee's records with respect to all matters covered by this Agreement.

N. Compliance with Laws: In performing the scope of services required hereunder, Licensing Designee shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

O. Changes: Proposed changes to any portion of this Agreement shall be submitted in writing. The party to whom the change is proposed shall have thirty (30) days to accept or reject the

proposed change. Changes which are mutually agreed upon by and between the City and Licensing Designee shall be incorporated into this Agreement by written amendment signed by both parties.

P. Termination:

1. Written notice: If, through any cause, Licensing Designee, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the Meridian City Council determines that termination of this Agreement is in the best interest of City, the City shall thereupon have the right to terminate this Agreement by giving Licensing Designee at least fifteen (15) calendar days written notice. Licensing Designee may terminate this agreement at any time by giving at least fifteen (15) calendar days written notice to City.

2. Remittance to City: In the event of any termination of this Agreement, all finished or documents, data, and reports prepared by Licensing Designee pursuant to Meridian City Code and/or under this Agreement, completed or incomplete, shall, at the option of the City, become its property, and Licensing Designee shall remit to City all licensing fees collected by Licensing Designee on City's behalf and all unissued dog license tags. Upon such remittance following termination, the Meridian City Clerk shall conduct an accounting(s) as set forth in sections E(2) and E(3) of this Agreement, and Licensing Designee shall remit to City funds in the amount of the discrepancy. Licensing Designee shall not thereby be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Licensing Designee. This provision shall survive the termination of this agreement and shall not relieve Licensing Designee of its liability to the City for damages.

Q. Construction and severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

R. Entire agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

S. Applicable law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

T. Approval required: This Agreement shall not become effective or binding until approved by City.

LICENSING DESIGNEE:

PET CARE CLINIC


Designee's Signature
BY: 
Print Name

CITY OF MERIDIAN

BY: _____
Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk