

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2390**

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF A SERVICES CONTRACT WITH MOUNTAIN HUMANE FOR FACILITIES AND SERVICES FOR THE CARE OF IMPOUNDED ANIMALS

WHEREAS, the City of Bellevue, Idaho (“City”), is a duly organized municipal corporation under the law of the State of Idaho, pursuant to § 50-101; and

WHEREAS, the City previously entered into a Contract with Mountain Humane for facilities and services for the care of impounded animals; and,

WHEREAS, the City continues to need the services of an organization for facilities and services for the care of impounded animals; and,

WHEREAS, the City believes it is in the best interest of the City and its residents to enter into the Contract for said services; and

WHEREAS, the City Council desires to renew the Contract with Mountain Humane.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Bellevue, Idaho, as follows:

Section 1. Approves the Contract for Services between Mountain Humane and the City of Bellevue, Idaho, for public

Section 1. Approves the Contract for Services between Mountain Humane and the City of Bellevue, Idaho, facilities and services for the care of impounded animals in substantially the form presented at the September 29, 2024, regular Council meeting attached hereto as **Exhibit “A”**.

Section 2. The Mayor is authorized to execute the renewal of Contract for Services from October 1, 2024, to September 30, 2025, for public transportation systems services, with Mountain Humane and the City of Bellevue, Idaho.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor on this 23rd day of September 2024.



Chris Johnson, Mayor

ATTEST:


Michelle K. Snarr, City Clerk

ROLL CALL

Council Member Carreiro
Council Member Giordani
Council Member Leahy
Council Member Mahoney
Council Member Obenauf
Council Member Shay

AYE

X
X
X
X
X
X

NAY

EXHIBIT "A"

**CITY OF BELLEVUE, IDAHO
CONTRACT FOR SERVICES
MOUNTAIN HUMANE**

THIS AGREEMENT is in effect from October 1, 2024 to September 30, 2025, by and between the City of Bellevue, 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 Bellevue 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 and animal microchips.
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 Bellevue, and may be adjusted annually during the county's budget process which starts in June 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, 2025, 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 in June 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 Bellevue to 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(were) 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 Mountain Humane 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. 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.

5. 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 or microchipped before releasing said animal back to its owner in accordance with County ordinance.

6. 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 \$1,000 for the fiscal year 2025 to be paid in either quarterly installments of \$250 per quarter or one lump sum payment in November 2024. 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.

7. 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 Bellevue borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly; and

c) Veterinary and euthanasia statistics.

8. INDEMNIFICATION: Mountain Humane agrees fully to indemnify, save and hold harmless The City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of Mountain Humane, its agents, subtenants, or employees in the operation of Mountain Humane and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless Mountain Humane, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or part of the City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
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 three (3) 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 23RD Day of September 2024.

ATTEST:

For Mountain Humane

Title



Chris Johnson, Mayor

Mayor, City of Bellevue,

ATTEST:


Michelle Snarr, City Clerk