

**RESOLUTION NO. R23-54**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE AN AGREEMENT WITH SAVAGE CAT RESCUE, INC.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Agreement by and between the City of Laurel and Savage Cat Rescue, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement by and between the City of Laurel and Savage Cat Rescue, Inc., on behalf of the City.

Introduced at a regular meeting of the City Council on the 22<sup>nd</sup> day of August, 2023, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 22<sup>nd</sup> day of August, 2023.

APPROVED by the Mayor the 22<sup>nd</sup> day of August, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## AGREEMENT

This Agreement is made this \_\_\_\_\_ day of August, 2023, between the City of Laurel, Montana (hereinafter “the City”) and Savage Cat Rescue, Inc. (hereinafter “Contractor”). The City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

**TERM:** This Agreement is effective as of the date of its execution and will begin on September 1, 2023 and terminate on August 31, 2024. The parties may extend this Agreement, by mutual concurrence, in writing, prior to termination of the term. If not extended by mutual concurrence, and in writing, prior to the termination of the term, this Agreement shall automatically terminate as of August 31, 2024.

**SCOPE OF WORK:** Within its reasonable discretion, Contractor shall provide the following services, pursuant to this Agreement, for any cats rescued/impounded within the City limits of the City of Laurel:

a. **Cat Rescue/Impoundment:** Contractor will identify stray, feral, or un-homed cats that necessitate rescue/impoundment. Contractor will utilize its traditional services to rescue, provide veterinary services, spay/neuter, and either adopt or release said cats after rescue/impoundment. Contractor agrees that the scope of the work contemplated by this Agreement shall only apply to cats that are rescued/impounded within the City of Laurel city limits.

Contractor agrees to take reasonable care of such cats in a manner consistent with good standard practices of rescue agencies to include, but not limited to, providing proper food, water, and shelter. Under the terms of this Agreement, Contractor may provide veterinary treatment for illness or injury. If Contractor determines that such cats require any vaccinations or other treatment in order to protect the greater population of animals, Contractor may administer such treatment

through the appropriate personnel retained to do so. To the extent reasonably practicable, Contractor shall utilize veterinarians and other medical care specialists located within the City of Laurel and providing services to City of Laurel residents.

2. Payment of all boarding fees, veterinary costs, spay/neuter costs, surgery costs, release costs, and any other expenses shall be borne by Contractor. The City is not responsible for any costs incurred for services provided hereunder, except the annual fee contemplated in this Agreement.

3. All cats rescued/impounded pursuant to this section will be held by the Contractor until they are released by Contractor pursuant to a signed release from the owner, the owner's legal representative, or by a court of law, unless and except if the cat reasonably appears to be a feral and/or un-homed cat. In this circumstance, Contractor will utilize its best discretion to either release the cat into its previously-unhomed area within the City of Laurel or place the cat for adoption with an appropriate agency. If an owner does not respond within 72 hours of rescue/impoundment, Contractor assumes ownership of the cat and appropriate release or adoption of said cat.

b. **Limitation:** This Agreement applies only to cats and no other animals. Contractor will make every effort to rescue/impound however many cats it can rescue/impound, but it may choose not to rescue/impound all or any. The City will not be responsible, in any manner, for any of the services provided hereunder and/or seeking care of the cats rescued/impounded by Contractor.

**PAYMENT:** For the services provided in this Agreement, City shall pay Contractor an annual fee of Three Thousand Five Hundred and No Dollars (\$3,500.00) for the first year of the term of this Agreement. If this Agreement is renewed, according to the terms hereunder, the parties

shall negotiate any additional annual fee. Payment shall be made in one annual installment at the start of this Agreement, after invoicing by Contractor.

**OTHER FEES/TERMS:**

a. The City shall not be responsible for any fees, expenses, or costs, pursuant to this Agreement, other than the annual fee previously stated herein.

b. Contractor agrees to report to City Council on a quarterly basis, by the end of each quarter, the following: 1) number of cats rescued/impounded, 2) addresses of each rescue/impoundment, 3) date of each rescue/impoundment, 4) services rendered, and 5) outcome of each rescue/impoundment (release, adoption, or otherwise).

**CITY DUTIES:** The City has no duties under this Agreement, except as previously stated herein.

**RECORDS:** Contractor agrees to keep thorough and sufficient records of the information to be reported to City Council, to be reviewed by the City upon the City's request at any time, and to be provided by way of report by Contractor to City Council on a quarterly basis.

**INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. To the extent required by law, Contractor shall maintain workers' compensation coverage for all employees of

Contractor's organization, except for those who are exempted by law. Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

**INDEMNITY:** Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, demands, obligations, causes of action, lawsuits, and all damages and liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur as a result of Contractor's negligence and for which the City's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that the City is liable for any damages by reason of a non-delegable duty.

**INSURANCE:** Contractor shall maintain, at its sole cost and expense, commercial general liability insurance naming the City as an additional insured against liability for damages for bodily injury, including death, completed operations, and property damage in a minimum amount of One Million Dollars and No Cents (\$1,000,000.00) for each claim and Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which the City's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors.

Contractor shall maintain, at its sole cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims that may be caused by any negligent act or omission. Contractor shall name on the Certificate of Liability Insurance the City of Laurel as additional insured. In addition, Contractor will furnish to the City a copy of the Policy

Endorsement, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish to the City both the Certificate of Insurance and Policy Endorsement at least ten (10) within the commencement of this Agreement.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor, covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of the City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

**COMPLIANCE WITH LAWS:** Contractor agrees to conduct its business operations in accordance with local, state, and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects those contractors to the same provisions. In accordance with Mont. Code Ann. § 49-3-207, Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

**LIAISON:** The City's designated liaison is Kelly Strecker, City Clerk-Treasurer, and Contractor's designated liaison is the Executive Director of Savage Cat Rescue, Inc.

**DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be

cured. Subject to this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties. Either party may terminate this Agreement by providing the other with a written notice of intent to terminate at least ninety (90) days in advance of the termination date. Said notice shall be in writing and delivered to the other party.

**NON-WAIVER:** A waiver by either party, and any default or breach by the other party of any terms or conditions of this Agreement, does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

**DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between appropriate personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.

**GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.

**ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be

entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel, to include the Civil City Attorney.

**BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

**NO ASSIGNMENT:** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.

**NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

**HEADINGS:** The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

**SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

**REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or Contractor demonstrating both parties' compliance with the requirements of this Agreement.

**COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.

**INTEGRATION:** The Contract Documents, which compose the entire agreement between the City and Contractor, consist of the following: 1) this Agreement and 2) Contractor's current Certificate of Insurance and Workers Compensation coverage. All communications, either verbal



or written, made prior to the date of this Agreement are withdrawn unless specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

**CITY OF LAUREL**

**SAVAGE CAT RESCUE, INC.**

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By: \_\_\_\_\_  
City of Laurel Mayor

By: \_\_\_\_\_  
Executive Director