



CITY OF GRANTS PASS
 COUNCIL AGENDA
 May 15, 2023
 11:45 a.m. City Council Workshop and
 Special Meeting
 Council Chambers - 101 N.W. 'A' Street

MAYOR: Sara Bristol

CITY COUNCIL MEMBERS:

Ward 1	Ward 2	Ward 3	Ward 4
Brian DeLaGrange Rob Pell	Valerie Lovelace Rick Riker	Dwight Faszer, II Dwayne Yunker	Joel King Vanessa Ogier

1. COUNCIL WORKSHOP

- a. Interview Urban Area Planning Commission candidates
- b. Sale of City property discussion
- c. Transportation Impact Analysis next rezone area
- d. Proclamation process
- e. Agenda review
 - i. Committee on Public Art motion

2. ADJOURN WORKSHOP AND CONVENE THE CITY COUNCIL SPECIAL MEETING

3. COUNCIL ACTION

- a. Resolution authorizing the City Manager to enter into a contract with JoCo Spay and Neuter for trap and release services, shelter, and feeding community cats in Baker Park.

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Recorder's Office of any special physical or language accommodations at least 48 business hours prior to the meeting. To request these arrangements, please contact Karen Frerk, City Recorder at (541) 450.6000.

Committee on Public Art motion

The Committee recommends Council accept Melissa Ghiglieri's proposal for the "dogs and cats" selfie spot for the Beaver Alley. The building is located 217 SE 6th St. (owner Brandon K. Johnson)

Call to Action:

The Alley Beautification Project enhances opportunities to promote character and community spirit by providing public art for all community members and visitors to enjoy. This project beautifies the public alley, while reducing the risk of graffiti. This we ask that the City Council support CoPA's goal in continuing the beautification of the city's alley's and approve Melissa Ghiglieri's mural proposal.

Item Resolution authorizing the City Manager to enter into a contract with JoCo Spay and Neuter for trap-neuter-release services, shelter, and feeding community cats in Baker Park.

Date: May 15, 2023

SUBJECT AND SUMMARY:

This resolution authorizes the City Manager to enter into a contract with JoCo Spay and Neuter (JCSN) for the provision of trap-neuter-release services (T/N/R), shelter, and feeding community cats in Baker Park.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of providing cooperative shared **LEADERSHIP** involving Council, staff and community.

CALL TO ACTION SCHEDULE:

Call to action schedule: Council's discretion.

BACKGROUND:

Staff received direction from Council to formalize a contract for the use of Baker Park for community cat services at the March 1, 2023, business meeting. This agreement for Council's consideration is the culmination of discussions between Staff and JCSN to provide T/N/R services, shelter, and feeding community cats in Baker Park.

JCSN will be providing these services at its sole cost and expense. Regarding the provision of shelter, JCSN will agree to provide shelter that will withstand the elements, does not detract from the natural beauty of the park, and does not encroach into a riparian area or the floodway or flood plain. Shelter space may be added at the sole discretion of the City. Further, JCSN will carry comprehensive general liability insurance of \$1 million, and will name the City as an additional Insured. Finally, JCSN will be required to submit an annual report to Council or as requested by Council.

ITEM: 3.a. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JOCO SPAY AND NEUTER FOR TRAP-NEUTER-RELEASE SERVICES, SHELTER, AND FEEDING COMMUNITY CATS IN BAKER PARK.

Staff Report (continued):

COST IMPLICATION:

None.

ALTERNATIVES:

1. Approve the contract as proposed;
 2. Amendment the contract; or
 3. Deny the contract
-

RECOMMENDED ACTION:

This resolution is at Council's discretion.

POTENTIAL MOTION:

I move to approve the resolution authorizing the City Manager to enter into a contract with JoCo Spay and Neuter for the provision of trap-neuter-release services, shelter, and feeding for community cats in Baker Park.

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JOCO
SPAY AND NEUTER FOR TRAP-NEUTER-RELEASE SERVICES, SHELTER AND
FEEDING COMMUNITY CATS IN BAKER PARK.**

WHEREAS:

1. JCSN wishes to provide trap-neuter-release services, shelter, and feeding for community cats in Baker Park; and
2. JCSN is capable of providing such services; and
3. The City desires to protect itself from any liability that may arise from the provision of such services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to execute the contract for trap-neuter-release services, shelter and feeding community cats in Baker Park, which is attached as Exhibit 'A'.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in special session this 15th day of May 2023.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of May 2023.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Augustus Ogu, City Attorney



CONTRACT FOR TRAP, NEUTER, AND RELEASE SERVICES AND SHELTER AND FEEDING FOR COMMUNITY CATS IN BAKER PARK

This Agreement (“Agreement”) is made and entered into on _____ by and between the City of Grants Pass (“City”), and JoCo Spay and Neuter (“JCSN”).

WHEREAS, JCSN wishes to provide trap and release services, shelter, and feeding for community cats in Baker Park, and JCSN is capable of providing such services; and

WHEREAS, the City desires to protect itself from any liability that may arise from the provision of such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SERVICES

1. JCSN will provide, at its sole cost and expense, the following services:
 - a. Trap, Spay/Neuter, and Return services for community cats in Baker Park.
 - b. Providing shelter for community cats in Baker Park.
 - c. Feeding of community cats in Baker Park.
2. JCSN will be permitted to oversee and advise for the continued commitment of the humane care of community cats in Baker Park.

SHELTER MATERIALS IN BAKER PARK

1. All shelter materials used for sheltering and feeding community cats in Baker Park will be of a type of material that is able to withstand adverse weather conditions and does not detract from the natural beauty of the park.
2. Any shelter materials will not be placed in a riparian area, in the floodplain or the floodway.
3. The addition of any additional shelter space by JCSN may be added at the sole discretion of the City of Grants Pass.

INSURANCE AND INDEMNIFICATION

1. JCSN will carry a comprehensive general liability insurance policy with limits of at least \$1 million dollars, and the City will be named as an additional insured.
2. JCSN agrees to indemnify and hold harmless the City of Grants Pass and its officers, agents, and employees from and against any and all claims, damages, losses, and

expenses, including reasonable attorney's fees, arising out of or in connection with the performance of this Agreement.

ANNUAL REPORT

JCSN will provide an annual report to the Grants Pass City Council at least once a year, or as requested by the Council. The report will include, at a minimum, (1) the number of community cats trapped, (2) the number of community cats released, (3) the number of community cats at Baker Park, and any other relevant information as requested by the Council.

TERM AND TERMINATION

This Agreement will have an indefinite term and may be terminated by either party upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement for any reason. Any termination made by the City under this provision will be made in good faith.

INDEPENDENT CONTRACTOR

Each party under this Agreement will be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the Parties. JCSN will not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.

AMENDMENT

No amendment or modification to the Agreement will be effective without prior written consent of the authorized representatives of the Parties.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.

SIGNATURES

This Agreement may be executed in counterparts and will become binding when executed by both parties.

City of Grants Pass

JoCo Spay and Neuter

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____