

Animal Control Enforcement Proposal for the City of Breezy Point, MN

This is a contract, made and entered into by Lakes Area Wildlife Control (LAWC) and the City of Breezy Point (CITY). LAWC will provide animal control services as described below.

For services rendered the city agrees to pay LAWC monthly as follows:

2026- \$583.50

2027- 601.00

2028- \$619.00

What is covered under this contract:

Animals running at large-

LAWC will pick up or attempt to pick up animals said to be running at large inside the city limits in violation of the city ordinance. If located and captured LAWC will deliver to the owner (if can be determined) or the designated impound facility. ***The city will be responsible for any fees associated with the impoundment outside of pickup and delivery.***

Citations-

While compliance and education will always be the goal of animal control, sometimes it becomes necessary to issue citations. LAWC will issue citations or warnings for violations of the city animal ordinances and or MN state statutes. When citations are issued notification will also be made to the police department, so an incident report can be generated. The CITY will also forward via email all animal related ICR's it generates.

Investigation of animal bites-

LAWC will investigate domestic animal bites and produce the necessary reports (including pictures) if any, to be delivered to the city police department. If required animal will also be delivered to impound facility for quarantine. If quarantined at owner's residence periodic checks as required would be done. Notification will be made to the police department, so an incident report can be generated.

Barking dog complaints-

LAWC will investigate complaints and produce a report covering the investigation.

Cruelty/neglect complaints-

LAWC will investigate and produce reports as necessary for cruelty and or animal neglect complaints. Notification will be made to the police department, so an incident report can be generated.

Court appearances/city council meetings-

If required LAWC will attend any court appearances and or city council meetings.

Transportation vehicle-

LAWC will provide a satisfactory vehicle to transport any and all animals. LAWC agrees to maintain satisfactory insurance coverage, a copy of which will be provided to the city.

Liability insurance-

LAWC agrees to maintain liability and vehicle insurance coverage for services rendered at a level that is agreed upon by the city. A copy of which will be provided to the city for review.

Independent Contractor Relationship-

It is expressly understood that the Contractor is an “independent contractor” and not an employee of the City. The Contractor shall have control over the manner in which the Services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

Indemnification-

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor’s negligence or the Contractor’s performance or failure to perform its obligations under this Agreement. The Contractor’s indemnification obligation shall apply to the Contractor’s subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

Wild animals-

LAWC will make residents aware that these types of calls are not covered by the city animal ordinance and they would be responsible for any fees associated. LAWC handles all wild animal/pest calls and anyone hiring LAWC for these services would be made aware that it would be a contract with the home owner and LAWC, and would have nothing to do with the city.

Availability-

LAWC will respond to all emergency calls as soon as possible after received. It is agreed that there is no requirement for “active patrol” duties. While we can’t respond to every call immediately due to working a large area we will make every attempt to respond in a timely fashion.

Monthly reports-

LAWC will generate a report covering the calls received each month, to be turned in to the city council or designee in a timely fashion. These reports will document the time/date of call, response generated, nature of the call and outcome.

It is understood that LAWC will be contracting with the city, and not an employee of the city.

This contract shall be considered valid at the time both parties sign below, and will be in effect till midnight December, 31st 2028.

Lakes Area Wildlife Control
Michael O'Brien (owner)
9183 1st Ave
Breezy Point, MN 56472

City of Breezy Point
City Administrator

Michael O'Brien Date

Mayor Date

City Administrator Date