

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made on the 1st day of January, 2026, between the City of Belle Plaine, City of Elko New Market, City of Jordan, City of Le Sueur and the City of New Prague, Minnesota (hereinafter referred to as "Cities"), and David and Sandra Steinmetz, dba Minnesota Critter Getters (hereinafter referred to as "Animal Control Officer") whose business address is 36415 State Hwy 19, Henderson, MN 56044.

PRELIMINARY STATEMENT

The purpose of this agreement is to set forth the terms and conditions under which the Animal Control Officer shall provide services to the Cities as outlined in this agreement, hereinafter referred to as the "Work".

RECITALS

WHEREAS, the Cities require the services of an Animal Control Officer for public safety purposes; and,

WHEREAS, in February of 2007 the Cities issued a Request for Proposals (RFP) for animal control services: and,

WHEREAS, the Cities selected Minnesota Critter Getters and they were offered a contract as the Animal Control Officer pursuant to the RFP, and,

WHEREAS, the Cities have utilized 3 year agreements for the contracted services of Minnesota Critter Getters

WHEREAS, the Cities current contract agreement will expire with Minnesota Critter Getters on December 31, 2019.

WHEREAS, Minnesota Critter Getters has agreed to not raise the **Compensation for Services** costs for each of the City which is currently \$1400.00 per month.

WHEREAS, the Cities have agreed to renew this contract with Minnesota Critter Getters for the period beginning January 1, 2026 through December 31, 2028.

NOW THEREFORE BE IT RESOLVED, based upon mutual promises and consideration provided herein, the sufficiency of which is not disputed, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated as if fully set forth herein.
2. **Scope of Work.** The Scope of Work is set-out in the contract proposal, along with services stated within this contract.

The attached contract and signed agreements from the Cities are fully set forth and together collectively constitute the "Contract Documents" and define the work that the Animal Control Officer will perform on behalf of the Cities. If there is a conflict between any of the provisions in the Contract Documents, the discrepancy shall be resolved by utilizing the provisions most favorable to the Cities.

3. **Time for Performance of Services.**

The Animal Control Officer shall perform the services described in the Contract Documents within the timeframe specified therein unless otherwise agreed upon in writing.

4. **Compensation for Services.**

Cities agree to pay the Animal Control Officer a monthly retainer fee beginning January 1, 2026 through December 31, 2028 in the amount of \$1,400 per month.

The monthly retainer includes the following:

- 24-hour coverage
- Reasonable response times
- Compassion and quality care for all animals.
- Collection of fees for cities
- Animal impound facility
- Veterinary care, if needed (charged to city if owner is not found)
- Re-homing of unclaimed animals as capable
- DOA pick-up and disposal (dogs and cats)
- Record maintenance
- Nuisance animal control
- Euthanasia/Disposal Cost—If an owner is not found and the animal has to be put down, the cost to the city (after verbal communication) is as follows:
 - Large dogs: (animals over 40 pounds) \$95.00 + \$30.00 charged to the city if the owner is not found;
 - Small dogs: (animals under 40 pounds) \$75.00 + 30.00 charged to the city if the owner is not found.

Other charges are pursuant to the Cost of Services schedule listed in the Contract Documents. Any changes in the Scope of Work, as described and defined in the Contract Documents, which may result in a change in the compensation due the Animal Control Officer, shall require prior written approval by an authorized representative of the Cities. The Cities will not pay additional compensation for services that do not have prior written authorization. Any additional service, including an emergency that is requested by a member city, shall be billed directly to the requesting city and only the requesting city shall be liable therefore.

5. Public Hours.

- The Facility must be open to the public and operational a minimum of six (6) days per week. Each day the facility will be open from 12 Noon until 5:00 p.m. for adoptions, redemptions and to receive animals from the public. All other days, the hours of operation will be by appointment for adoptions, redemptions and to receive animals from the public. With the exception of Wednesday, the shelter may be closed to the public from 12 Noon until 1:00 p.m. for lunch break. The Facility will (may) be closed to the public on Sundays and State recognized holidays.

6. Dog Kennels.

- A minimum of ten (10) separate kennels must be maintained.
 1. Animals will be separated by sex.
 2. Adoption kennels will be separate from the hold-stray cages.

7. Cat Cages.

- A minimum of twenty (20) separate cages must be maintained. Cages must be inside and separated from the dog kennels.
- Animals will be separated by sex.
- Adoption cages will be separate from the hold-stray cages.

8. Other Animals.

- The Facility shall have the ability to shelter other animals; other animals shall include but not be limited to livestock, birds, rodents, snakes and exotic animals.

9. Operations.

- All animals are to be fed, provided fresh water, water bowls cleaned, kennels cleaned and cat litter changed daily.
- Collect and properly dispose of animal refuse, manure or other animal waste.
- All animals will have Minnesota Board approved disposition/identification cards attached to the kennels or cages; cards will indicate the breed, color, sex, age, license tag information, date the animal was received and from whom (designated as; Owner, County, other government agency, member of public), from where the animal was received.
- Documentation will be kept for 2 years of every animal brought in by an owner, other government agency or a member of the public; detailed inventory will be maintained indicating the type of animal, breed, sex, license tag information (in available), date the animal was received, from whom the animal was received (designated as: Owner, County, other government agency, member of the public), owner's name (if available), date a notification letter was sent, the final disposition of the animal and the date of disposition.
- Document and monitor all animals under quarantine; when necessary, obtain a lab sample of the animal, prepare the necessary paperwork to accompany the sample and notify the city for delivery of the sample to the Minnesota Department of Health for testing.
- Inform owner of dog licenses and process all redemptions and adoptions of animals.
- Immediately report to the city the illegal release of any animal from the facility.
- All impounded and unredeemed animals shall be disposed of by adoption, rescue or euthanasia; euthanasia will be accomplished by lethal injection; the facility operator and staff are trained and certified to administer controlled euthanasia solutions; the animal control is responsible for obtaining euthanasia solution.
- Euthanize animals which are immediately suffering from injury or illness.
- In accordance with public health regulations, properly store all animal carcasses until such time the carcasses are removed from the facility; The city is financially responsible for proper removal and transport of animal carcasses.
- Provide humane treatment of all animals while in the care of the Animal Control Officer; provide basic first aid services including licensed veterinary care at the owner(s) expense unless an owner cannot be found; if not found, this cost will be at the city's expense; ensure that all veterinary services shall be provided by qualified personnel licensed by the Veterinary Medical Association.
- In accordance with state law, all dogs and cats are to be spayed/neutered prior to the adoption.
- Animal inventory and revenue reports will be done daily and will be submitted to the Cities at the close of each month accompanied by the total number of fees collected during the reporting period.
- Promote animal care and control in accordance with the laws of the State of Minnesota and the ordinances of the Cities; provide public assistance and referral related to animal control issues.
- Maintain adequate staffing levels to ensure all services outlined in the contract are provided in an efficient and professional manner; all staff members are to be uniformed and wear identification badges acceptable to the Cities.
- Purchase and maintain an adequate inventory of all consumable supplies and equipment necessary to conduct animal operations.

10. Related Services

- **Access to the Area**—Depending upon the nature of the work, the Animal Control Officer may, from time to time, require access to public and private lands or property. As may be necessary, the Cities shall obtain access to and make all provisions for the Animal Control Officer to enter upon public and private lands or property as required for the Animal Control Officer to perform such services necessary to complete the work.

- **Consideration of the Animal Control Officer's Work**—The Cities shall give thorough consideration to all reports and other documents presented by the Animal Control Officer, and shall inform the Animal Control Officer of all decisions required of the Cities within a reasonable time as to not delay the work of the Animal Control Officer; written reports will be provided on a monthly basis indicating the work activity of the Animal Control Officer pertaining to each city under this contract.
- **Standards**—The Cities are relying on the Animal Control Officer to provide and advise the Cities with information on any standards or criteria, including but not limited to, any and all applicable animal control services.
- **Cities' Representatives**—The Police Chief of each city or his/her designee shall interface with the Animal Control Officer with respect to the work to be performed under this contract; each city's representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this contract.

11. Method of Payment.

The Animal Control Officer shall submit to the Cities, on a monthly basis, itemized bills for animal control services performed under Section 4 of the Agreement. Payment will be made within 30 days.

12. Project Manager(s) and Staffing.

Dave and Sandra Steinmetz shall serve as the Animal Control Officer(s).

13. Standard of Care.

All work performed pursuant to this contract shall be in accordance with the standard of care in Scott or Le Sueur Counties and the State of Minnesota for the services of the like kind.

14. Audit Disclosure.

The Animal Control Officer shall allow the Cities, or their duly authorized agents, reasonable access to such of the Animal Control Officers books and records as are pertinent to all services provided by the Animal Control Officer. These books and records shall not be made available to any individual or organization without the Cities prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Animal Control Officer shall become the property of the Cities upon termination of the Agreement, but the Animal Control Officer may retain copies of such documents as records of the services provided.

15. Term.

The term of this Agreement is from January 1, 2020 through December 31, 2022.

16. Termination.

This Agreement may be terminated by either party with 30 (thirty) days written notice. If the termination is not for cause, the Animal Control Officer shall be paid for services rendered until the effective date of termination. If, however, the Cities terminate the Agreement because the Animal Control Officer has failed to perform in accordance with this Agreement, no further payment shall be made to the Animal Control Officer.

17. Termination by Individual City.

Any individual member of the Cities may terminate its relationship with the Animal Control Officer by giving the Animal Control Officer and the remaining members of the Cities 60 (sixty) days written notice. The terminating city solely shall be responsible for the cost of any additional work requested by the terminating city through the date of termination. Should a city terminate its relationship with the Animal Control Officer pursuant to this paragraph, the remaining Cities shall each still owe the same monthly amount they each owed prior to the individual city's termination.

18. Not a Joint Powers Agreement.

The Parties agree that this Agreement does not constitute a Joint Powers Agreement pursuant to Minn. Stat. 471.59 and this Agreement does not bind the various cities to pay any sum owed by an individual city.

19. Subcontractor.

The Animal Control Officer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the Cities.

20. Independent Contractor.

At all times and for all purposes herein, the Animal Control Officer is an independent contractor and not an employee of the Cities. No statement herein shall be construed so as to find the Animal Control Officer an employee of the Cities.

21. Non-Discrimination.

During the performance of this contract, the Animal Control Officer shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, disability, or age. The Animal Control Officer shall post in places available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Animal Control Officer shall incorporate the foregoing requirements of the paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for work.

22. Assignment.

Neither party shall assign this contract, or any interest arising herein, without the written consent of the other party.

23. Services.

No claim for services furnished by the Animal Control Officer not specifically provided for herein shall be honored by the Cities.

24. Severability.

The provisions of this contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this contract.

25. Entire Contract.

The entire contract of the parties is contained herein. This contract supersedes all oral agreements and negotiations between parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. Any additional services requested by the Cities or an individual city shall be in writing.

26. Compliance with Laws and Regulations.

In providing services hereunder, the Animal Control Officer shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Animal Control Officer and Cities, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violations of statutes, ordinances, rules and regulations pertaining to services

to be provided shall constitute a material breach of this contract and entitle the Cities to immediately terminate this contract.

27. Waiver.

Any waiver by either party of a breach of any provisions of this contract shall not affect, in any respect, the validity of the remainder of this contract.

28. Indemnification.

The Animal Control Officer agrees to defend, indemnify and hold the Cities, their officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation errors or omissions) of the Animal Control Officer, its agents, employees, or subcontractors in the performance of the services provided by this contract or additional written request by a city, and against all losses by reason of the failure of said Animal Control Officer fully to perform, in any respect, all obligations under this contract.

29. Insurance.

- **General Liability.** During the term of this contract, the Animal Control Officer shall maintain a general liability insurance policy with limits of at least \$1,000,000 for each person and each occurrence, for both personal injury and property damage; this policy shall name the Cities as additional insured for the services provided under this contract and shall provide that the Animal Control Officer's coverage shall be the primary coverage in the event of a loss; the policy shall also insure the indemnification obligation contained in paragraph 28; a certificate of insurance on the Cities approved form which verifies the existence of this insurance coverage must be provided to the Cities before work under this contract is begun.
- **Worker's Compensation.** The Animal Control Officer shall secure and maintain such insurance as will protect the Animal Control Officer from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of the Animal Control Officer's service under this contract.

30. Records Access.

The Animal Control Officer shall provide the Cities with access to any books, documents, papers and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts and transcriptions, for three years after final payments and all other pending matters related to this contract are closed.

31. Ownership of Documents.

All plans, diagrams, analyses, reports and information generated in connection with the performance of the contract ("Information") shall become the property of the Cities. The Cities may use the information for its purposes and the Animal Control Officer also may use the information for its purposes. Reuse of the information for the purposes of the work contemplated by the contract ("Work") does not relieve any liability on the part of the Animal Control Officer, but is without liability to the other, and the party reusing the information agrees to defend and indemnify the other from any claims or liability resulting there from.

32. Governing Law.

This contract shall be controlled by the laws of the State of Minnesota.

Minnesota Critter Getters

Sandra Steinmetz

David Steinmetz

NOW THEREFORE BE IT RESOLVED that the City of New Prague acknowledges the Agreement for Animal Control Services and wishes to adopt said contract.

This Resolution was declared duly passed and adopted and was signed by the _____ and attested to by the _____ this _____ day of _____, 2025.

ATTEST:

Charles L. Nickolay
Mayor

Joshua Tetzlaff
City Administrator