

## ***NORTH METRO ANIMAL CARE AND CONTROL***

### ***STANDARD ANIMAL AND IMPOUND SERVICES AGREEMENT***

THIS AGREEMENT, is made this 18<sup>th</sup> day of February 2020 by and between North Metro Animal Care and Control (NMACC) at 16422 Hanson Boulevard NW, Andover, MN 55304 (hereinafter referred to as the “Contractor”), and the City of Spring Lake Park, Minnesota (hereinafter referred to as the “City”).

WITNESSETH, that Contractor and City, for the consideration stated herein, mutually agree as follows:

1. **STATEMENT OF WORK.** Contractor shall furnish all labor, equipment, and services necessary to function as the Designated Animal and Impound Facility Services provider for the City, as set forth below, in an efficient and workmanlike manner and in accordance with this Agreement. Contractor shall comply with all federal, state and local laws and ordinances in performing the duties as specified herein.
2. **TERM.** This Agreement shall commence on the 18<sup>th</sup> day of February, 2020 and continue through December 31, 2021 unless otherwise terminated as provided herein.
3. **CONTRACTOR’S DUTIES.** At the request of a member of local law enforcement, or the designated City Official, Contractor shall humanely capture, take up and transport to its Designated Impound Facility any domestic animal determined to be in violation of Minnesota State Statue and/or City Ordinances. All such animals shall be treated humanely and held safely and securely pending claim by owner or other lawful disposition. The Contractor agrees to comply with all state and local laws regarding holding periods. The Contractor shall be responsible for the advertisement and publication of notice for all animals received by Contractor. The Contractor shall perform all additional duties as requested by local law enforcement or designated City Officials outlined in this Agreement and its addendum.
4. **CONTACT PRICING – CITY FEES**

When **animals are unclaimed**, the City shall pay the Contractor for services rendered under this agreement as follows:

a. **Boarding Fees** – For the period of the statutory stray hold, the City shall pay \$15.00 per calendar day, per unclaimed animal to a maximum of 7 calendar days, except when County rule or local ordinance prescribes a longer hold period. In which case, the City will be charged for the longer period required.

b. **Pickup and Transport** – Pickup and transport of animals is provided under this Agreement at no charge to the City.

c. **Veterinary Expenses** – Emergency services for unclaimed animals, will be reimbursed to a maximum of \$300/per occurrence provided receipt for and other reasonable documentation of services is included with the Contractor’s invoice. The City shall have the benefit of NMACC discount(s) with Andover Animal Hospital.

d. Euthanasia/Carcass Disposal – Humane euthanasia and disposal of remains is provided when necessary to end pain or suffering or when an animal poses a risk to the public safety. When animals are unclaimed, the City shall reimburse the Contractor expenses to a maximum of \$58/per animal for disposal only and \$75/per animal for euthanasia and disposal. Contractor shall provide reasonable documentation demonstrating the services provided and the costs incurred by Contractor to the City with any such invoice.

5. Special Services Included at No Charge

a. Members of the City Police Department, at their sole option, may transport animals to the Designated Impound Facility. In these cases, the Members of the City Police Department shall have access to the facility on a 24 hour basis in accordance with NMACC after hours/out of office procedures

b. Pick Up/Transport is provided to the City on a 24 hour/day on call basis at the request of the City Police Department in accordance with Department Policy.

c. Contractor shall assist local law enforcement and City Officials on a 24 hour/day on call basis. Such assistance shall include but is not limited to: humane capture of animals, safekeeping of animals of arrested, detained or hospitalized persons, animal hoarding, seizures of dangerous, abused, or neglected animals, evacuation and relocation of animals in the case of emergency. Assistance shall be provided in coordination with and under the supervision of local law enforcement.

d. Monthly Reporting of Animal Services and Impound Activity

5. **CONTACT PRICING – OWNER PAID FEES**

(A) When animals are claimed by their owner, the owner shall pay all fees prior to the release of the animal. The City shall have no liability for fees related to animals claimed by the owner. Fees for owners are as follows:

Minimum Impound Fee - \$45.00 per animal for the first 24 hours.

Boarding Fees - \$25.00 per calendar day, per animal after first 24 hours.

Veterinary Expenses – Expenses for all Veterinary care must be reimbursed by the owner prior to the release of their animal.

Pick Up Fees – When animals are picked up and transported to the Designated Impound Facility by Contractor during regular business hours, the owner shall be charged \$25/per animal. If transport is required outside of regular business hours, an additional \$15/per animal will be charged to the owner.

Other Fees/Costs – Quarantine, Dangerous Dog Registration Fees, and any other fees and costs for services shall be the responsibility of the owner.

6. **BILLS TO CITY FOR SERVICES.** Contractor shall submit bills for services rendered under this Agreement along with the applicable supporting documentation, for which City is responsible, monthly to the City, the undisputed portion of which shall be paid by the City within thirty (30) days of receipt. The City shall notify Contractor in writing as soon as reasonably possible if any portion of any bill is disputed or the City requires additional documentation.
7. **INDEPENDENT CONTRACTOR.** In rendering services hereunder, Contractor shall be an Independent Contractor and no employer/employee relationship shall arise out of or result from rendering such services to City. Contractor and its employees will acquire no rights to tenure, workers compensation benefits, re-employment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its police department or agencies. All persons employed by Contractor shall be the sole and exclusive employees of Contractor and shall be paid by Contractor. In connection with the employment of said employees during the term of this Agreement, Contractor shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation, or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance, and workers' compensation. Certificates evidencing compliance with the foregoing shall be submitted to the City as reasonably requested by the City. Contractor shall indemnify, defend, and hold harmless the City, its council members, officers, agents, servants, and employees from all liability, loss, costs, and expenses, including reasonable attorneys' fees, which may be imposed in connection with employees of Contractor.
8. **REPRESENTATION.** The Contractor represents that he/she employs and, during the term of this Agreement will employ, employees who are properly trained to perform the services contemplated in this Agreement, and if required by the State, are certified by the State of Minnesota.
10. **LICENSES TRAINING AND PERMITS.** Contractor shall, at its own expense, procure all necessary licenses, training and permits required to fulfill its obligations under this Agreement.
11. **THIRD PARTY BENEFICIARIES.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns, and no third parties are intended to or shall have any rights hereunder.
12. **ASSIGNMENTS; SUBCONTRACTS.** The duties and obligations of Contractor contained in this Agreement may not be delegated, assigned, or subcontracted out to another party either directly or indirectly without the prior written consent of the City, which consent may be withheld in the City's sole discretion. No such delegation or subcontract, if approved by the City, shall relieve Contractor of its obligations hereunder.
13. **INSURANCE.** Contractor shall, at its own expense, procure insurance to include, but not be limited to, liability insurance covering bodily injury, death and property damages, workers' compensation, and commercial general liability, in a form and amount acceptable to City and by a company admitted and licensed to issue said policies in the State of Minnesota. The insurance

specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in full force and effect on the date of execution of this Agreement and shall remain continuously in full force and effect for the duration of this Agreement, and shall be evidenced by a Certificate(s) of Insurance provided to City. The City shall be named as an additional insured on a primary and non-contributory basis as to all such coverage, with the exception of the workers' compensation policy.

14. **INDEMNIFICATION.** Contractor agrees to defend, indemnify and hold harmless the City, along with its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorneys' fees, resulting directly or indirectly from any act or omission of Contractor, its employees or its agents, in the performance of the services provided by this Agreement or by reason of the failure of Contractor to fully perform, in any respect, any of its obligations under this Agreement. Further, City shall not be liable for any loss suffered by Contractor due to personal injury or because of damage to, or destruction of, any property, or any loss of profits or other consequential damages or any inconveniences.
15. **NOTICES AND COMMUNICATIONS:** All notices and communications provided for in this Agreement shall be in writing and shall be delivered or sent by email, and/or sent by United States registered or certified mail, postage pre-paid, return receipt requested, to the Parties at the address set forth in the opening paragraph of this Agreement. Notice shall be deemed effective upon receipt when delivered electronically, or upon mailing.
16. **TERMINATION.** The City may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to Contractor. In the event of a breach or non-performance of this Agreement by Contractor, City may terminate this Agreement immediately upon written notice to Contractor.
17. **FORMALITIES.** Any change to or modification of this Agreement must be in writing signed by both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The captions for each section of this Agreement are intended for convenience only and shall not be deemed to construe or limit in any manner this Agreement. This Agreement is separate and independent of any other document, agreement, or understanding of the Parties. This Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein.
18. **SEVERABILITY:** If any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be effected or impaired thereby.
19. **APPLICABLE LAW:** This Agreement is governed by and is to be interpreted pursuant to the laws of the State of Minnesota. City and Contractor each hereby consent to the personal jurisdiction of the District Court of Anoka County, Minnesota, in any action, suit, or proceeding arising under this Agreement and agree that any such action, suit, or proceeding shall be venued in such court and agree to waive any objection based on forum non-convenience to the bringing of any action in such court.

**20. MINNESOTA DATA PRACTICES ACT NOTICE:** If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of the **MGDPA** and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in **MN STAT 13.08** apply to the private person under this subdivision. This does not create a duty on the part of the private person to provide access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract. **Ref Minnesota State Statutes 13.05 subd. 11.** Contractor agrees to cooperate with the City in meeting all of the City's obligations set forth in Minnesota Statutes Chapter 13 related to this Agreement and the service contemplated herein.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year appearing opposite their signatures below.

**CONTRACTOR**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF SPRING LAKE PARK**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Attested by:

Date: \_\_\_\_\_

\_\_\_\_\_

City Administrator, Clerk/Treasurer

**NORTH METRO ANIMAL CARE AND CONTROL  
DANGEROUS DOG REGISTRATION ADDENDUM (A1)**

The City of Spring Lake Park, Minnesota requests Dangerous Dog Registration Services as part of its agreement with North Metro Animal Care and Control.

The Contractor shall provide Dangerous Dog Registration and associated services to the City pursuant to Minnesota Statutes Chapter 347 and Spring Lake Park City Ordinance Chapter 92 at no charge as follows:

1. Dangerous Dog Registration – The Contractor shall issue dangerous dog registrations, notices, uniform signage and tags, in the name of the City upon verifying compliance with Minnesota Dangerous Dog Registration Requirements and/or local ordinance.
2. Dangerous Dog Database – The Contractor shall maintain a database of such registrations, which shall be accessible to the City and local law enforcement upon request.
3. Confiscation of Dangerous Dogs for non-compliance. The Contractor shall assist local law enforcement with the confiscation of dangerous dogs pursuant to a valid confiscation order of the City or Court of jurisdiction.
4. Destruction of Dangerous Dogs – The Contractor shall provide humane euthanasia and disposal of dangerous dogs pursuant to a valid destruction order of the City or Court of jurisdiction.
5. The Contractor shall offer to serve as panel member or advisor to Dangerous Dog Hearing Board/Panel or Hearing Officer.
6. Owners of Dangerous Dogs seeking registration shall pay the following fees:
  - a. Registration Fee - \$500.00
  - b. Quarantine Fees - \$25/per day
  - c. Fees for Vaccinations required for redemption of Dog
  - d. All other reasonably related costs.

**CONTRACTOR**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF SPRING LAKE PARK**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Attested by:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Administrator, Clerk/Treasurer