

Animal Control Agreement

THIS AGREEMENT made this June 3, 2024, by and between Online Retrievers 1124 175th Ave Ogilvie, MN 56358, hereinafter referred to as "Contractor", and the City of St. Francis 23340 Cree Street, St. Francis MN, 55070 hereinafter referred to as "City".

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

STATEMENT OF THE WORK. The Contractor shall furnish all labor, equipment, and services Performed for the job of animal control officer for the City, as set forth below in an efficient and workmanlike manner in accordance this Agreement. Contractor shall comply with all federal, state, and local laws and ordinances in performing the duties as specified herein.

THE CONTRACT PRICE: The City will pay Contractor for performance of this Contract, in current funds as follows: \$100.00 per animal and current IRS rate per mile for pick-up and drop off of dogs as directed by the members of the St. Francis Police Department, whether an animal is then actually picked up, or if the Contractor goes to a place as directed and finds there is no animal to be picked up. Multiple dogs at the same location is no additional charge. If contractor is en route and call is canceled charges will be \$100 for the call out and the mileage round trip. If the owner is found, said owner will be responsible for all fees.

\$35.00 boarding fee per calendar day, plus tax, per dog that includes all exercise and food. Cats will not be picked up and boarded. This boarding fee will be charged/billed to the City if the owner is not found and the dog is not claimed after the required length of impound stay. If the owner is found, said owner will be responsible for all fees.

Extra services, such as multiple animals seized per a search warrant or out of the ordinary circumstance will be arranged between City and contractor on a case by case basis.

Contractor shall have 1-2 hours to respond to a call from the City, and have up to 4 hours for a pickup of an animal. All calls from dispatch should leave all information on voicemail to include the reporting party, physical address, type of dog, disposition if known for safety and ICR number.

Contractor will provide the City with a monthly expense sheet showing:

- a) the number of animal pickups in that month;
- b) the number of animals and days that Contractor boarded animals in that month that have not been subjected to a "Declaration of Dangerous Dog," or a dog that needs to be quarantined for any reason;

CONTRACTOR'S DUTIES Contractor shall upon request of the members of the St. Francis Police Department, take all reasonable steps to catch and take into custody any animal determined to be in violation of any City Ordinance or Minnesota State

Statute.

All apprehensions of dogs directed by the member of the St. Francis Police Department shall be treated humanely and shall be delivered into the custody of the party of facility designed by the City and Contractor. The Contractor agrees to comply with all state laws regarding waiting periods. City is responsible for any and all necessary basic medical attention needed at its discretion, and the Contractor will provide a detailed breakdown of charges for necessary basic medical attention to the City. All stray dogs picked up will be listed on social media such as Lost Dogs MN Facebook page or similar sites in an attempt to locate the owner. Contractor shall supervise the drafting and service of appropriate notice when a dog has been picked up, and deliver notice to the City Clerk for further posting, as required, pursuant to St. Francis Code Section 8-3-1.

The Contractor shall not keep any animal longer than required by City Code Section 8-3-1. All animals unclaimed by the end of the required period shall be surrendered an appropriate facility in accordance with the applicable City Code or State law.

Reclaiming. All animals conveyed to Online Retrievers shall be kept, with humane treatment and sufficient food and water for their comfort, at least five regular business days, unless the animal is a dangerous animal as defined under City Code Section 8-3-1 in which case it shall be kept for ten regular business days or the times specified in City Code Section 8-3-1, and except if the animal is a cruelly-treated animal in which case it shall be kept for ten regular business days, unless sooner reclaimed by their owners or keepers as provided by this section.

Owners reclaiming their dogs will pay for all costs associated with picking up, basic necessary medical attention provided, and boarding the dog. Contractor will obtain verification from the owner as to proof of ownership of the dog such as microchip, vet bills or photos as well as photo identification of the person claiming the dog. All billing to the City will include the ICR number, status of dog (returned, adoption, etc) and rate, mileage and boarding fees.

LICENSING AND CERTIFICATION: Contractor hereby agrees to maintain all Professional Licensing and Certification required by local, state and federal law, and/or Association for Dog Catchers and Dog Kennels.

IDENTIFICATION: The City shall provide Contractor with appropriate credentials and/or identification to identify her as the "Animal Control Official for the City of St. Francis".

INDEMNIFICATION/INSURANCE: Contractor agrees to indemnify and hold the City harmless against all claims, losses, causes of action, and expenses, including legal expenses arising relative to Contractor's performance of this Contract. 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 inconvenience resulting from the theft, damage to, or destruction of personal property. Contractor shall be solely responsible for and shall maintain general liability insurance coverage specifically for the Contractor's duties.

Contractor agrees to maintain in full force and effect general liability coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate naming City as an additional insured on the policy. The policy must state that the insurance company must give written notice to the City thirty (30) days prior to canceling the insurance contract. The initial policy and any subsequent changes in the insurance policy must be approved by the City.

LEGAL STATUS: The parties agree that the Contractor is in full control of the manner in which work is pursued and the Contractor shall not receive retirement benefits, PERA benefits, or any other fringe benefits offered to employees of the City and shall, in all respects be deemed an Independent Contractor.

TERMINATION: It is further agreed that in a case of violation, breach or non-performance by the Contractor of any of the agreements contained in this Contract, City shall have the right to declare this Contract immediately null and void upon written notice to Contractor.

REPRESENTATION: The Contractor represents that they employ employees who are properly trained to perform the Contract, and if required by the State, are certified by the State of Minnesota.

FACILITIES AND EQUIPMENT: Contractor shall be responsible for providing all tools and equipment necessary to perform its duties as the City dog kennel. The City will not provide office space to Contractor for services as dog care provider. Contractor shall also provide appropriate kennels for the retention of dogs caught by Contractor until appropriate disposition can be made for each such dog retained.

ACCOUNTING AND BILLING: The City agrees to pay for such services each month within twenty (20) days of its receipt of each month's billing from Contractor.

BUSINESS RECORDS. At all times during the course of this Agreement, and upon termination of this Agreement by either party, all files, documents and records relating to performance of dog caring by Contractor shall remain the property of City, and shall be provided to City at any time upon its request to Contractor. Contractor shall maintain records as required by St. Francis City Code Section 8-3-1.

Pursuant to the provisions of Minn. Stat. Sec. 13.05, Subd. 11, Contractor understands that all data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing these functions and under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act as if it were a government entity.

AUDIT OF RECORDS. The books, records, documents and accounting procedures and practices of Contractor relevant to the Agreement are subject to the examination by City representatives and either the legislative auditor or the state auditor as appropriate pursuant to Minn. Stat. §16B.06, Subd. 4. and any amendments there under.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements or representations, whether written or oral.

HEADINGS: Headings are for convenience only and are not a part of this Agreement.

TERM: This Contract shall become effective upon its execution and continue for one year with a 60-day notification of termination. No amendment or modification of this Contract shall be effective unless made in writing and signed by both the City and the Contractor.

IN WITNESS THEREOF, the parties have executed this Contract on the day and year first above written.

CITY OF ST. FRANCIS

CONTRACTOR

By: _____

By: _____

Joe Muehlbauer, Mayor

By: _____

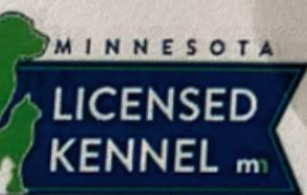
Dated: _____, 2024

Jennifer Wida, City Clerk

**License
Kennel**

David and Michelle Russell

1124 175th Ave
Ogilvie, MN 56358



License: **MN741271**

Expires December 31, 2024