

## **NORTH METRO ANIMAL CARE AND STANDARD ANIMAL SERVICES AGREEMENT**

THIS AGREEMENT, is made this 15<sup>th</sup> day of September 2021 by and between North Metro Animal Care and Control (NMACC) at 1662 164th Lane NW, Andover, MN 55304 hereinafter referred to as the “Contractor,” and the City of Princeton, Minnesota, Princeton Police Department 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 Control Officer provider for the City, as set forth in provision 3 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 15<sup>th</sup> day of September, 2021 and continue through December 31<sup>st</sup>, 2022 unless otherwise terminated as provided herein.
- 3. CONTRACTOR’S DUTIES.** At the request of a member of the Princeton Police Department or Designated staff member, Contractor shall humanely capture, take and transport to its Designated Impound Facility any domestic animal determined to be in violation of Minnesota State Statute 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 addenda.
- 4. CONTRACT 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, up to a maximum of 7 calendar days. Except when City rule or local ordinance requires a longer hold period. In which case, the city will be charged for the longer required period.
  - b. Pickup and Transport – The City shall pay the contractor for the pickup and transport of animals on a per-call basis at the rate of \$25.00 per call for unclaimed animals.
  - c. Veterinary Expenses – Emergency services for unclaimed animals, will be reimbursed to a maximum of \$300/per occurrence. provided receipt for services is included with the Contractor’s invoice. Non-emergency Veterinary care must be for a reasonable purpose and be approved by the Princeton Police Department Administration in writing. The City

shall have the benefit of NMACC discount(s) received from its Veterinary Services Provider.

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's actual expenses provided a receipt is included with the Contractor's invoice.

e. Special Services Included at No Charge

1. The City shall not be charged impound fees, monthly retainer fees or miscellaneous administrative fees.
2. 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 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.
3. Monthly Reporting of Animal Services and Impound Activity.

5. **CONTRACT PRICING – OWNER PAID FEES.** When animals are claimed by their owner, the owner shall pay all fees prior to the release of the animal. Fees for owners are as follows:

- a. Minimum Impound Fee - \$45.00 per animal for the first 24 hours of care and custody.
- b. Boarding Fees - \$25.00 per calendar day or part of a calendar day, per animal after the first 24 hours.
- c. Veterinary Expenses – Expenses for all Veterinary care must be reimbursed by the owner prior to the release of their animal.
- d. 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.
- e. Other Fees/Costs – Reasonable Quarantine, Dangerous Dog Registration Fees, and any other fees and costs for services shall be the responsibility of the owner.

Animals shall only be released to the owner if the owner has complied with all City requirements.

**6. BILLS TO CITY FOR SERVICES.** Contractor shall submit bills for services rendered under this Agreement, for which City is responsible, monthly by the 10<sup>th</sup> day, to the City, which shall be paid by the City within thirty (30) days of receipt. All impounds within the billing shall be broken down by line item with description of impound and have Initial Complaint Number assigned (ICR) to the impound.

**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 Board 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. 5

Contractor shall be responsible for paying all Minnesota sales tax as required by state and amended from time to time.

**8. REPRESENTATION.** The Contractor represents that he/she employs 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.

**9. 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. Copies of the facility license from the Board of Animal Health shall be provided to the City annually.

**10. 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.

**11. 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.

**12. 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, worker's compensation, and commercial general liability, in the minimum amount of \$500,000.00 per

claimant and \$1,500,000.00 per occurrence, or other such sums as may be referenced in Minnesota Statute Section 466.04, as amended from time to time 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.

**13. 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 attorney's 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.

**14. NOTICES AND COMMUNICATIONS:** All notices and communications provided for in this Agreement shall be in writing and shall be personally delivered 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 personally, or upon mailing.

**15. TERMINATION.** The City may terminate this Agreement at any time upon thirty (30) days prior written notice to Contractor. In the event of a breach or non-performance of this Agreement by Contractor, the City may terminate this Agreement immediately upon written notice to Contractor.

**16. 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.

**17. 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.

**18. 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 Mille Lacs 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.

**19. 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. **Refer to Minnesota State Statutes 13.05 subd. 11.**

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

**CONTRACTOR**

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

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

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

**CITY OF PRINCETON**

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

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

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

Attested by: \_\_\_\_\_  
City Clerk

**NORTH METRO ANIMAL CARE AND CONTROL KENNEL LICENSING  
INSPECTION ADDENDUM (A1)**

The City of Princeton, Minnesota requests Kennel Licensing Inspection Services as part of its agreement with North Metro Animal Care and Control. The City shall pay for Kennel Licensing Inspections at the rate of \$15.00/hr. including travel time for services provided under this Addendum. The Contractor shall provide the City with a written report and recommendation based upon compliance with statutory standards of care and/or local ordinances.

**CONTRACTOR**

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

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

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

**CITY OF PRINCETON**

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

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

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

Attested by: \_\_\_\_\_  
City Clerk

**NORTH METRO ANIMAL CARE AND CONTROL DANGEROUS DOG  
REGISTRATION ADDENDUM (A2)**

The City of PRINCETON, 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 service to the City at no charge as follows:

1. Dangerous Dog Registration – The Contractor shall issue dangerous dog registrations, uniform signage and tags, in the name of the City upon verifying compliance with Minnesota Dangerous Dog Registration Requirements and City ordinances.
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 and quarantine of dangerous dogs pursuant to a valid confiscation order of the City or Court of jurisdiction.
4. Destruction of Dangerous Dogs – Humane Euthanasia and disposal of dangerous dogs pursuant to a valid destruction order of the City or Court of jurisdiction.
5. 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 - Up to \$500.00
  - b. Quarantine Fees - \$25/per day
  - c. Fees for Vaccinations/Microchips and Signage required for redemption of Dog
  - d. All other reasonably related costs.

Date: 09/03/2021

**CONTRACTOR**

By: 

Its: DIRECTOR

**CITY OF PRINCETON**

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

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

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

Attested by: \_\_\_\_\_  
City Clerk