



## **PROFESSIONAL SERVICE CONTRACT**

This contract is made and entered into between the City of Princeton, a municipal corporation ("the City") and Online Retrievers, a company, hereinafter referred to as "Service Provider". The duration of the contract shall be from June 1, 2022 to June 1, 2023.

### **Terms of Contract**

The services outlined in this Contract shall commence on the date the contract is fully executed by both parties and shall be ongoing unless terminated with proper notice as outlined in the Default and Cancellation section below.

### **Services to be Provided**

The Service Provider shall provide the following services:

1. Retrieve and impound stray dogs within the Princeton City limits, either on the street or from the holding area at Princeton Public Safety located at 305 21<sup>st</sup> Avenue South;
2. Require the purchase of a Princeton City License for unlicensed dogs that are impounded;
3. Collect and provide to the City the fees for purchased licenses;
4. Manage potentially dangerous and dangerous dog cases; and
5. Home unclaimed dogs.

The Service Provider shall not be responsible for the retrieval of stray cats.

Additional services may be authorized by the City in writing.

### **Terms of Payment/Reimbursement of Expenses and Equipment**

The City shall pay the Service Provider the following hourly rates for the service provided for unclaimed dogs:

1. Call-out fee: \$100.00
2. Mileage: \$0.585 per mile,  
the 2022 IRS rate which will change January 1, 2023
3. Daily Impound: \$30.00 per day

The City of Princeton has a five (5) day stray hold and a 10 day hold for dogs involved in a biting incident.

The Service Provider shall provide the City a monthly invoice detailing the hours worked including a brief description of the dogs impounded and their disposition.

### **Independent Contractor Status**

- A. Service Provider is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Contract is intended or should be construed as creating the relationship of co-partners or joint ventures with the City. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Service Provider or employees of the Service Provider performing services under this Agreement.
- B. Service Provider acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Service Provider and it is Service Provider's sole obligation to comply with all federal and state tax laws.
- C. Service Provider shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Service Provider is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.

### **Indemnification and Insurance**

Any and all claims that arise or may arise against the Service Provider, its agents, servants or employees as a consequence of any act or omission on the part of the Service Provider or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the City. The Service Provider agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Service Provider's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the City's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

### **Data Privacy/Data Ownership**

- A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Service Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Division Director of the City employee identified in provision 10.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Service Provider shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.

No data may be released by the Service Provider to a third party without the express consent of the City's representative as indicated below – this includes any media relations.

D. Ownership.

Ownership of all data prepared for or by the City whether having commercial value or not shall remain with the City. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Service Provider in the performance of its obligations under this contract shall be the exclusive property of the City, and all such material or data shall be remitted to the City by the Service Provider upon completion, termination or cancellation of this contract. The Service Provider shall not use, allow, or cause to have such materials used for any purpose other than performance of the Service Provider's obligations under this contract without the prior written consent of the City.

### **Default and Cancellation**

- A. If the Service Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Service Provider's default is excused by the City, the City may, upon written notice to the Service Provider's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Service Provider's default is excused under the terms of this Contract the City may recover from Service Provider such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the Contract and other damages sustained by the City by reason of delay, price changes, loss of other contracts, loss of income, inability of the City to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Service Provider.
- D. Representatives for each of the parties to this Agreement are as listed below:

**Contractor**

Online Retrievers  
1124 175<sup>th</sup> Avenue Ogilvie, MN 56358  
320/272-4746  
online@ncis.com

**City**

Michele McPherson, City Administrator  
705 2<sup>nd</sup> Street North Princeton, MN 55371  
763/389-2040  
mmcpherson@princetonmn.org

- E. The City and the Service Provider agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by:

\_\_\_\_\_ Contractor

\_\_\_\_\_ City