

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made on the 3rd day of January, 2023 between the City of Shakopee, a Minnesota municipal corporation (hereinafter "City"), whose address is; 485 Gorman St., Shakopee, MN 55379

Street and 4 Paws Animal Control Services, LLC (hereinafter "Animal Control Officer") whose business address is: 12848 Chestnut Blvd, Shakopee, MN, 55379

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions under which 4 Paws Animal Control Services, LLC will provide animal control services and act as the City's Animal Control Officer.

RECITALS

WHEREAS, the City requires the services of an Animal Control Officer for public safety reasons; and

WHEREAS, the City's previous Animal Control Agreement terminated services to the City on December 31, 2018, and has continued on a month to month basis and

WHEREAS, on December 12, 2022, the City received a quotation for animal control services from 4 Paws Animal Control Services LLC and is incorporated herein and attached to this Agreement as Exhibit A; and

WHEREAS, the submitted quotation from 4 Paws Animal Control Services LLC remains lower than similar service providers and the police department is satisfied with the services of 4 Paws Animal Control Services, LLC; and

WHEREAS, the police department recommends continuing animal control services with 4 Paws Animal Control Services, LLC be selected to serve as Animal Control Officer; and

NOW, THEREFORE, based on the mutual promises and consideration provided for herein, the sufficiency of which is not disputed, the parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated by reference as if fully set forth herein.
2. Animal Control Officer. 4 Paws Animal Control Services, LLC shall serve as the City's Animal Control Officer.
3. Scope of Work. The Scope of the Work is set forth and attached to this Agreement as Exhibit A, 4 Paws Animal Control Services, LLC's Proposal dated December 12, 2022. Exhibit A is incorporated by reference herein as if fully set forth. Exhibits A constitutes the "Contract Documents" and defines the work the Animal Control Officer shall perform on behalf of the City pursuant to this Agreement. 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 City. The Animal Control Officer shall perform all the work as set forth in and required by the Contract Documents (the "Work") in strict accordance with the Contract Documents, including, but not limited to, the following:

- a. Provide a dedicated phone line for animal control service requests. The Animal Control Officer must answer the dedicated phone line 24 hours a day and 365 days a year. Any missed phone calls must be returned by the Animal Control Officer immediately.
 - b. Operate an animal impound facility. The facility shall be open to the public during the hours set forth in Appendix A. The Animal Control Officer shall also allow animal owners and the City to schedule appointments outside of these times to drop off or retrieve an animal from the facility.
 - c. Transport animals in need of medical treatment or euthanasia to the veterinarian.
 - d. Pay for any veterinarian services that are incurred by the animal during the impound period (including euthanasia). The Animal Control Officer may require the animal's owner to reimburse it for these services. However, under no circumstances shall the City be responsible for payment of these services.
 - e. Send or give notification to animal's owner that his or her animal has been brought in or picked up (when the owner is known). Notification shall be within 24 hours of receipt of the animal by the Animal Control Officer.
 - f. Pick up and dispose of dead animals on City roads and property. The Animal Control Officer shall be responsible for any disposal costs.
 - g. Respond to all emergencies within the City involving animals.
 - h. Quarantine animals in the impound facility when required by the City. The Animal Control Officer may charge the animal's owner for these services.
 - i. Provide the City with a monthly report of all animal control enforcement activities that occurred during that month, including: incident information, animal owner information, final disposition of the animal and any fees collected.
 - j. Pick up sick or injured wild animals.
 - k. Transport unclaimed animals to a shelter or to a veterinarian for euthanasia.
 - l. Pick up nuisance domestic animals that are in violation of the City's Ordinances.
 - m. Advise the City on animal control regulations and standards.
 - n. Prepare notices, letters, waivers, etc. and perform other work as directed by the City pertaining to dangerous dogs and potentially dangerous dogs.
4. 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 by the parties in writing.
5. Standards. All Work performed pursuant to this Agreement shall be in accordance with the standard of care in Scott County, Minnesota for services of the like kind.
6. Term. The term of this Agreement is from January 3, 2023 to December 31, 2026.
7. Compensation for Services.
 - a. Annual Amount. The City agrees to pay the Animal Control Officer \$36,000 annually for the period from January 3, 2023 to December 31, 2026. The annual amount shall constitute full compensation by the City for all of the services set forth in the Contract Documents.

- b. Method of Payment. The annual amount will be paid by the City to the Animal Control Officer in monthly installments of \$3,000 no later than the 15th of each month for the preceding month. As outlined in Appendix A, the city shall not be charged for any board, disposal, or any additional fees.
 - c. The Animal Control Officer shall submit to the City, on a monthly basis, itemized bills for animal control services that were provided that month. The Animal Control Officer shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391.
- 8. City's Responsibilities. The City is responsible for the following:
 - a. Property Access. Depending on the nature of the work, the Animal Control Officer may from time to time require access to public or private property. As may be necessary, the City shall obtain access to and make all provisions for the Animal Control Officer to enter upon the property as required for the Animal Control Officer to perform such services necessary to complete the work.
 - b. Review of the Animal Control Officer's Work. The City shall review all reports and other documents presented by the Animal Control Officer, and shall inform the Animal Control Officer of all decisions required of City within a reasonable time so as not to delay the work of the Animal Control Officer.
 - c. City's Representative. The City's Police Chief, or his or her designee shall communicate with the Animal Control Officer with respect to the work to be performed under this Agreement. The Police Chief or his or her designee shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services to be provided by the Animal Control Officer pursuant to this Agreement.
- 9. Audit Disclosure. The Animal Control Officer shall allow the City or its duly authorized agents reasonable access to such of the Animal Control Officer's books and records as are pertinent to all services provided under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Animal Control Officer under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization without the City's 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 City upon termination of this Agreement, but Animal Control Officer may retain copies of such documents as records of the services provided.
- 10. Termination. This Agreement may be terminated by either party by 30 days' written notice delivered to the other party at the address written above. Upon termination under this provision if there is no breach of any of the terms of this Agreement by the Animal Control Officer, the City shall make certain that the Animal Control Officer is paid a prorated amount of the annual amount of compensation until the date of termination and is paid for any additional services rendered or expenses incurred that were approved in advance by the City.

If however, the City terminates the Agreement because, in the City's opinion, the Animal Control Officer has failed to perform in accordance with this Agreement, no further payment shall be made to the Animal Control Officer and any remaining annual installments to be paid by the City will be forfeited. However, the City will pay the Animal Control Officer for any additional services that were rendered or expenses incurred that were approved in advance by the City.

11. Subcontractor. The Animal Control Officer shall not enter into subcontracts for services provided under this Agreement except as noted in the Contract Documents, without the express written consent of the City. The Animal Control Officer shall pay any subcontractor Involved in the performance of this Agreement within the 10 days of the Animal Control Officer's receipt of payment by the City for undisputed services provided by the subcontractor. If the Animal Control Officer fails within that time to pay the subcontractor any undisputed amount for which the Animal Control Officer has received payment by the City, the Animal Control Officer shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Animal Control Officer shall pay the actual interest penalty due to the subcontractor.
12. Independent Consultant. At all times and for all purposes herein, the Animal Control Officer is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Animal Control Officer an employee of the City. The City shall not assume any liability and shall not be responsible for the direct payment of any of salary, wage, workers' compensation, income tax withholding and health insurance or any other type of compensation to any of the Animal Control Officer's employees.
13. Non-Discrimination. During the performance of this Agreement, the Animal Control Officer shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Animal Control Officer shall post in places available to its employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Animal Control Officer shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work to be performed pursuant to this Agreement, and will require all of its subcontractors for such work to incorporate such requirements In all subcontracts for work to be performed pursuant to this Agreement.
14. Assignment. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
15. Services Not Provided For. No claim for services furnished by the Animal Control Officer not specifically provided for herein or approved by the City in writing in advance shall be honored by the City.
16. 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 City, 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 violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

17. Waiver. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
18. Indemnification. The Animal Control Officer agrees to defend, indemnify and hold the City, its officials, employees, agents and contractors harmless from any claim brought or actions filed against the City for property damage, bodily injury or death arising out of or relating to the Animal Control Officer's work pursuant to this Agreement, including from and against all losses incurred by the City by reason of the failure of the Animal Control Officer to fully perform, in any respect, any of its obligations pursuant to this Agreement.
19. Insurance.
- a. General Liability. The Animal Control Officer shall maintain commercial general liability insurance with a limit of not less than \$1,500,000 each occurrence. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and contractually-assumed liability. The insurance shall be on a primary and non-contributory basis. The City shall be named as an additional insured under the policy.
 - b. Workers' Compensation. The Animal Control Officer shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
 - c. Automobile Liability. Throughout the term of this Agreement, the Animal Control Officer shall maintain automobile liability insurance with a limit of not less than \$1,500,000 each occurrence. The insurance shall cover liability arising out of the Animal Control Officer's patrol vehicles, and any other automobiles, including owned, hired, and non-owned automobiles.
- Certificates of insurance for all insurance policies required above shall be filed with the City prior to the commencement of the Work. The certificates and the required insurance policies shall contain provisions that the coverage will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City.
20. Entire Agreement. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the 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 Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
21. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.
22. Severability. The provisions of this Agreement 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 Agreement.

Executed as of the day and year first written above.

CITY OF SHAKOPEE

4 PAWS

Its Mayor

By _____

Its City Administrator

Its _____

APPENDIX A

1. Information Patrol/Pickups:

4 Paws Animal Control answers our phone and responds to calls 24 hours a day, 365 days a year. 7am to 7pm with an after hours number for police emergencies only. Animal Control officers live in the area, so response times are expected to be 20 minutes or less. An ETA is given to the caller at the time of the initial call.

Our phone line support includes documentation of every call. Information is provided to callers as needed.

Service will respond to calls to catch, kennel and transport animals to the impound facility. This is possible due to our experience, proper equipment and care for animals.

Deceased animals are bagged according to state regulation and disposed of through a waste management service.

8am to 12pm is when patrol hours are mostly executed, but we can be seen in the area at all hours.

Facebook-Friends of 4 Paws link:

<https://www.facebook.com/FriendsOf4PawsAnimalControl/?fref=ts>

2. Ownership>Returns:

When a stray animal has been picked up for the first time and can be identified by means of license or microchip, we contact the owner by phone immediately. When a stray animal is unlicensed and ownership cannot be identified, we board the animal for up to 7 days while waiting for the owner to contact us.

3. Animal Complaints:

We counsel and advise members in the community in a way that is sensitive to the individual. This is dependent on each situation. We aim to educate them about animal behavior and related situations. We help to cope with the emotions related to the situations and events. We inform them that nuisance animals can be controlled by our enforcements of codes and procedures ensuring that violations of nuisance animals do not continue.

With regards to wild animals, we educate about animal behavior and the unpredictable nature of many animal encounters while reminding them that we are ready and able to ensure public safety in most cases.

With regards to a wounded or dead animals, we remain sensitive and supportive while allowing any necessary grieving that is occurring. The nature of this support is situational but it is important to note that we at 4 Paws are all animal lovers and reflect that in our presence and communication.

4. **Impound/Boarding Facility:**

Our pound is a clean and safe place for lost pets to wait for their owners to come looking for them and bring them home. Many of our visiting owners comment on how clean our facility is. Our pound is located in Savage, 8260 McColl Drive.

Our pound is open from 8am until 1pm and 3pm to 7pm on weekdays. Weekend hours are 8am to 1pm on Saturday and 3pm to 7pm on Sunday. In addition we are always willing, within reason, to schedule a time to meet animal owners after or before hours to release an animal.

Our facility and our procedures are designed to provide our animals with a pleasant experience during their time at the dog pound.

5. **Collection of fees:**

Charging fees to owner's means that we can charge the city less for the remainder of our services. Charges are \$45.00 for boarding per calendar day.

The city will be charged a flat fee per month. All calls are documented and submitted to the city, monthly. Monthly invoices will include all calls.

6. **Disease Control:**

When animals are in our pound, we watch them closely for symptoms and report them to any victims immediately so they can begin proper treatment or so we can get the animal tested by the State Health Department. We are authorized to submit animals for testing at the University of Minnesota Vet Diagnostic Lab. Pro

7. **Unclaimed Animals:**

We use a vet for all euthanasia services. We encourage owners to bring their animals to their own vet for euthanasia and also disposal. We will transport animals to the vet for owners but we do charge owners for that services. We will provide these services for owners who just can't deal with the situation, but again, we do charge for our services as well as for the cost of the vet service.

Fortunately, almost all of our unclaimed animals are given to Last Hope, the Carver/Scott County Humane Society, or one of several shelters we work with for adoption, so our euthanasia needs are minimal. We do make use of vets for our pet disposal needs.

We always try to **notify owners immediately** in every situation where an owner is identifiable.

Through our hard work and dedication we have contacts at more than a dozen animal adoption and placement agencies and we have found homes for all of our unclaimed animals. We also have several volunteers who come in to help us with our animals.

Our staff can be reached out our main office at: 952-894-9065

List of rescues:

- Protecting Paws, 952-288-3668
- Southwest Metro Animal Rescue, 952-368-7297
- Secondhand Hounds, 952-322-7643
- Korner of Kindness, 612-940-0131
- Smart Rescue, 612-708-7242
- Baby Gia's Rescue, 651-493-0503

8. Vehicle(s):

We currently use several patrol vehicles, including pick-ups, small utility vehicles. They are equipped with kennels, animal stretchers, leashes, nets, control poles and other capture equipment. We always operate our vehicles in a safe manner to protect the public, all animals, and ourselves.

4 Paws is dedicated to providing quality animal control service for the cities and counties it contracts with. Well marked vehicles and company uniform identify us throughout the community.

9. Communications:

Yes. We do use a dedicated phone line for animal control for the Scott County area. We also use several cell phones to provide back-up service for our land lines. Calls are automatically forwarded to cell phones whenever we leave the pound or office. We want to make sure that we are available to answer every call for the convenience of callers and to facilitate a rapid response.

10. Costs:

Our proposal for animal control service would be a flat fee of \$3000.00 per month and a continuation of our current arrangement with the cities. Under the flat fee proposal, all terms and conditions for service, which currently exist would be carried over under the new agreement. The city would not be charged for any board, disposal or anything else under this proposal. All charges and fees that are collected from owners would be paid directly to 4 Paws.

11. Reporting:

4 Paws will document all calls and provide the city with an itemized invoice at the beginning of each month. .

12. Professional Standards/Continuing Education:

During the course of 10 years of animal control experience, we have earned new certifications and licenses. However, we rely more on what our years of experience have taught us. Our experience with the combination of common sense makes the handling of animals a pleasant and successful event. We also are always courteous and serious about the importance of what we are doing. We continually read and study publications for additional understanding and knowledge. At 4 Paws, our goal is providing a quality service. We are dedicated to helping the animals that need us the most: The unclaimed

ones. We keep our impound facility clean and safe for visiting pets. If its owner does not claim a pet, we work with more than a dozen rescue groups to find a home for the pets.

13. Knowledge of Statutory Rules/Responsibilities:

4 Paws employees have the protocol to familiarize ourselves with the proper codes, statutes and regulations of the city. All employees are properly trained and equipped to enforce all necessary ordinances.

14. Quarantine:

Depending on the ordinance- quarantines are 10 TO 14 days in duration. If an animal is at the stage where he can transmit the rabies virus then it would develop symptoms within that time span. When animals are in our pound for quarantine we watch them closely for symptoms, and we would report any symptoms to victims immediately so that they could begin the shots, or so we can get the animal tested by the State Health Department. We are authorized to submit animals for testing at the University of Minnesota Vet Diagnostic Lab. Wild animals involved in bites, which are known as possible rabies carriers, are euthanized immediately and tested for rabies. There is no effective quarantine period for wild animals.

4 Paws is dedicated to providing quality animal control service for the cities and counties we contract with, for the people who call us with their complaints, for the owners of the animals we come into contact with, and for the pets and animals we find and protect every day. Everyone who works at 4 Paws takes pride in the quality service we provide.

Scott Hutnik - 16 years Animal Control officer experience

Brigit Sullivan- 15 years wildlife rescue