



NORTH METRO ANIMAL CARE AND CONTROL

2019 Contract Packet

Specially Prepared for the City of Ramsey

Mark Anderson
Director

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INTRODUCTION

Each year, North Metro Animal Care and Control (NMACC) processes hundreds of lost, abandoned and stray animals. Our goal is to provide effective, timely services and to reunite these animals with their owners in a timely and efficient manner. Every animal is processed animal is processed, checked for injury, checked for ID (Microchip) and posted on various social media platforms.

NMACC operates as a public charity and relies impound fees, boarding fees, donations, and income from municipal contracts to fund its animal control operations, train officers, and provide various services to our municipal partners and our community.

NMACC is able to provide assistance many ways. As an Animal and Impound Services provider, we are given the authority to operate by our contract, city ordinances, and state statutes. We act under the direct supervision of the Police Department. These are just a few of the ways we can serve your needs at NO ADDITIONAL COST to the City.

We can assist with pick up and transport of animals.

We can assist and give of our expertise in animal neglect/cruelty investigations.

We can provide extra assistance in the handling of animal hoarding situations.

We can provide assistance in temporary handling/holding of animals during search warrants.

We can assist Police and Fire with calls where animals are involved and in need of attention.

We work under the supervision of your Police Department or other designated City Officials.

Urgent response is available 24/7.

When you contract with NMACC, your City will have access to qualified, professional Animal Control and Impound Officers.

NMACC Officers have completed or will complete training provided by the American Society for the Protection of Animals (ASPCA); Federal Emergency Management Agency (FEMA); and received or will receive national certification Animal Control Officers through the National Animal Control and Humane Officers Academy (NACHO) and Colorado State University. All NMACC Officers are required to have continuing education to maintain their certification status.

We have the necessary credentials to work closely with your CSOs and Licensed Police Officers to help protect the public safety and ensure the health, safety and well-being of companion animals.

All additional services **are included** in our Animal and Impound Services contract and/or Memorandum of Understanding. There is **no extra charge** as our activities are paid for by impound fees collected from animal owners and the boarding fees charged to your city for unclaimed animals.

Based on the population of the City of Ramsey , we can estimate the pet population with a formula used by Veterinarians and shelters, impound facilities and animal control agencies nationwide.

ESTIMATED POPULATION¹ 23,668

	NUMBER OF PET OWNING HOUSEHOLDS	PET POPULATION²
DOGS	3,323	5,316
CATS	2,767	5,808

It's easy to see that the justification exists to augment your animal control program by working with us.

Most municipal animal control programs barely scratch the surface when it comes to regulating, licensing, and controlling the pet populations in their jurisdictions. This is because law enforcement focuses mainly on picking up stray animals, bringing them to the pound, and perhaps ensuring that owners comply with licensing requirements. But only to a certain degree.

Many law enforcement agencies and City Administrators desire to have their department staff focus on life safety issues such as responding to traffic accidents, medicals, and providing public services such as vehicle and residential lockouts, traffic control, and crime prevention and education.

There is seldom enough time or resources for law enforcement staff to properly address the rescue of mistreated animals, detect and investigate cases of animal neglect and cruelty, employ and administer spay/neuter programs, and deter future problems through public education.

Contracting with NMACC can provide back up for Community Service Officers and Police when they are unavailable to handle animal related calls, and allows an additional measure of service to the city and the community.

Augmenting the City's law enforcement services with NMACC can also provide extra eyes on the street to observe and report criminal activity. Consider us a free force multiplier.

Working with NMACC as part of your animal control team will enable us to use our expertise and resources to educate the public regarding responsible ownership, increase voluntary compliance with licensing requirements, and encourage participation in spay/neuter programs.

Please review our standard contract agreement (ATTACHED). We are flexible and will make changes to suit the needs of the City. Feel free to call with any questions or concerns.

1 – 2010 Estimate (US Census Bureau)

2- Pet Population estimates are based on a formula provided in the [2012 U.S. Pet Ownership & Demographics Sourcebook](#)

LENTGH OF STAY FIGURES - NMACC

The Average Length of Stay for claimed animals is 1.24 days. Most animals are claimed within 24 hours. The Average Length of Stay for Animals Transferred to Rescue is 8.25 days. The Average Length of Stay for Animals still on shelter is 9.65 days.

AVERAGE COST TO CITY - ESTIMATE

The City's adopted budget for Animal Control for 2019 is \$9,250. Under our standard contract, the City can expect major cost savings.

The City will only be charged for boarding and reimbursement of any necessary veterinary care. Based on 50 animals impounded per year, we estimate that 65.6% or roughly 33 animals will be reclaimed. On average, the city will be responsible for 17 animals per year. At \$15/day, it is estimated that the City will spend approximately \$1,530 year. This does not include reimbursement for necessary veterinary care. The City will not be charged any pickup fees, impound fees, or other administrative fees.

AVERAGE COST TO PET OWNERS-ESTIMATE

Most pet owners will reclaim their animals within the first 24 hours. It will cost most pet owners just \$40/Animal to reclaim their pet. Based on 50 animals, NMACC would be collecting \$1,320 per year in impound fees from owners. This does not include any after hours release fees, pickup fees, or reimbursement for necessary veterinary care.

VETERINARY CARE

It is a rare event that our municipal partners are charged for emergency veterinary care. When we encounter animals with life threatening injuries, we immediately attempt to locate the owner. All veterinary care is the responsibility of the owner and must be paid at the time of pickup. However, if, in the case of such an emergency an owner cannot be identified or the animal is unclaimed, the City is only responsible for the first \$300.00 per case. This covers the animal being seen at the Emergency Vet, the diagnosis, and minimal care to either stabilize the animal or euthanize if the animal is no longer viable or is suffering. If the owner of the animal can be located, we will ask them to come to the vet and take responsibility for the animal's care.

If the animal is viable, and no owner can be found, we will cover expenses over the \$300 cap. We work with Rescue organizations and can access donated funds to cover the costs if no owner can be located.

Non-Urgent veterinary care, we contract with Andover Animal Hospital and receive a discount which will be passed on to the City. These charges will be reimbursed by the City only if the animal is unclaimed. These charges are also capped to \$300.00 per case. These cases would be things like evaluation and treatment of fleas, ticks, animals with non-critical wounds, or showing signs of illness or disease that we would be reasonably required to treat while the animal is in our custody. If an owner comes to claim the animal they would bear the cost.

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**NORTH METRO ANIMAL CARE AND CONTROL
ANIMAL AND IMPOUND SERVICES CONTRACT**

THIS AGREEMENT, made this day of 2019 by and between North Metro Animal Care and Control at 16422 Hanson Boulevard NW, Andover, MN 55304 hereinafter referred to as "the Contractor", and the City of Ramsey, MN. hereinafter referred to as "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 impound facility 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 day of , 2019 and continue through December 31, 2019, unless otherwise terminated as provided herein.

3. **CONTRACTOR'S DUTIES.** The Contractor is appointed to provide animal and impound services for the City. The Contractor shall assist the Police Department with the enforcement of City Ordinances and State Statutes regarding the regulation and welfare of Animals. Upon the request of a member of Anoka County Central Communications, City Administration, or the City Clerk, or Police Department, the Contractor shall take up and impound any domestic animal determined to be in violation of City Ordinance or Minnesota State Statute. All such animals received by the Contractor shall be treated humanely. The Contractor agrees to comply with all state and local laws regarding waiting periods. The Contractor shall be responsible to the advertisement and publication of notice for all animals received by the Contractor. The Contractor agrees to be available to the Police Department on a 24/7 basis and will perform requested duties under the direction of the Police Department.

4. **THE CONTRACT PRICE.**
 - (A) When animals are unclaimed, the City shall pay the Contractor for services rendered under this agreement as follows:
 1. Boarding Fees - \$15.00 per calendar day, per animal.
 2. Veterinary Expenses – **Expenses for emergency services** 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 in advance by the City. Receipt for services must accompany the Contractor's invoice. The City shall receive the benefit of the Contractor's discounted rate given by Andover Animal Hospital. 50% off Office Visits and 20% Off Services
 3. The City will not be charged a monthly retainer, an administrative fee or any pickup fee.

(B) 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:

1. Minimum Fee - \$40.00 per animal within the first 24 hours.
2. Boarding Fees - \$25.00 per calendar day, per animal after first 24 hours.
3. After Hours Release Fees – Regular Business Hours are M-F 8:00AM - 6:00 PM Sat, 8-Noon, Closed Sundays and Legal Holidays. However, if an owner insists on picking up outside of regular business hours (8AM –6PM on a Sunday or Holiday), an after-hours release surcharge of \$50.00 will be applied.
4. Veterinary Expenses – Expenses for all Veterinary care must be reimbursed by the owner prior to the release of their animal. This includes the cost of Rabies Vaccination and transport charges if animal is held to comply with City Licensing Regulations.

1. **BILLS TO CITY FOR SERVICES.** Contractor shall submit bills for services and monthly reports no later than the 10th day of the following month. The City shall be pay the City within thirty (30) days of receipt.

2. **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 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 attorney's fees, which may be imposed in connection with employees of Contractor.

3. **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.

4. **LICENSES AND PERMITS.** Contractor shall, at its own expense, procure all necessary licenses and permits required to fulfill its obligations under this Agreement.

5. **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.

6. **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.

11. 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 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. All such insurance shall name the City as an additional insured, and shall not be cancel-able on less than thirty (30) days written notice to City by the insurer. 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.

12. IDEMNIFICATION. 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.

13. NOTICES AND COMMUNICATIONS: All notices and communications provided for in this Agreement shall be in writing and shall be emailed directly, personally delivered or sent by a reputable private commercial courier service 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.

14. 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, City may terminate this Agreement immediately upon written notice to Contractor.

15. 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.

16. 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.

17. 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.

MINNESOTA DATA PRACTICES ACT NOTICE:

(a) 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 this chapter 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 section 13.08 apply to the private person under this subdivision.

(b) This subdivision 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

(c) Any data shared with the Contractor as a result of the Contractor's work shall maintain the original classification given by the City.

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 RAMSEY

Date: _____

By: _____

Attested by:

Date: _____

City Clerk