

***NORTH METRO ANIMAL CARE AND CONTROL***  
***ANIMAL IMPOUND FACILITY AGREEMENT***

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between North Metro Animal Care and Control (NMACC) at 1662 164<sup>th</sup> Lane NW, Andover, MN 55304 hereinafter referred to as “Contractor”, and the City of RAMSEY, 7550 Sunwood Drive NW, Ramsey, MN 55303, 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 1<sup>st</sup> day of January, 2021 and continue through December 31, 2021, unless otherwise terminated as provided herein.
3. **CONTACTOR’S DUTIES.** Upon the request of a member of the Ramsey Police Department, Contractor shall take up and accept for impoundment any domestic animal determined to be in violation of any City Ordinance or Minnesota State Statute. All such animals received by Contractor shall be treated humanely. The Contractor agrees to comply with all state and local laws regarding waiting periods. The Contractor shall be responsible for the advertisement and publication of notice for all animals received by Contractor. And carry out other duties as requested by the Ramsey 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 – Emergency services for unclaimed animals will be reimbursed to a maximum of \$300.00/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 pre-approved by the City. Receipt for services must accompany the Contractor’s invoice. The City shall have the benefit of NMACC’s discount(s) with its contracted Veterinary Care Providers.
    3. If pick up of an animal is requested by the Ramsey Police Department, NMACC will pick up the animal at no cost to the City.
  - (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 - \$45.00 per animal within the first 24 hours.
    2. Boarding Fees - \$25.00 per calendar day, per animal after first 24 hours.

3. Veterinary Expenses – Expenses for all Veterinary care must be reimbursed by the owner prior to the release of their animal.
  4. If pick up of an animal is requested by the Ramsey Police Department, the owner will be assessed a pickup fee of \$25.00 during regular business hours and \$35.00 after hours, on Sundays and Legal Holidays.
5. **BILLS TO CITY FOR SERVICES.** Contractor shall submit bills for services rendered under this Agreement, for which City is responsible, monthly to the City, which shall be paid by the City within thirty (30) days of receipt.
6. **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 councilmembers, 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.
7. **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.
8. **LICENSES AND PERMITS.** Contractor shall, at its own expense, procure all necessary licenses and permits required to fulfill its obligations under this Agreement.
9. **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.
10. **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 cancelable 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 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*

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: \_\_\_\_\_  
Chief of Police

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

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