

Animal Control Agreement

THIS AGREEMENT made this June 1, 2017-May 31, 2018 by and between David and Michelle Russell 1124 175th Ave Ogilvie, MN 56358, hereinafter referred to as "Contractor", and the County of Isanti, hereinafter referred to as "County".

WITNESSETH, that Contractor and County, for the consideration stated herein, mutually agree as follows:

1. STATEMENT OF WORK Contractor shall furnish all labor, equipment, and services Performed for the job of animal control officer for the County, as set forth below in an efficient and workmanlike manner in accordance this Agreement. Contractor shall comply with all federal, state, and local laws and ordinances in performing the duties as specified herein.
2. THE CONTRACT PRICE: The County will pay Contractor for performance of this Contact, in current funds as follows: \$100 per animal and IRS rate of .53.5 cents per mile for pick-up and drop off of dogs as directed by the members of the Isanti County Sheriff's Office, whether an animal is then actually picked up, or if the Contractor goes to a place as directed and finds there is no animal to be picked up. Multiple dogs at the same location is no additional charge. If contractor is en route and call is canceled charges will be re-calculated accordingly. . If the owner is found, said owner will be responsible for all fees.
3. \$15 boarding fee per day, per dog. Cats will not be picked up and boarded. This boarding fee will be charged/billed to the county if the owner is not found and the dog is not claimed after the 10 business day impound stay. If the owner is found, said owner will be responsible for all fees.
4. Extra services, such as multiple animals seized per a search warrant or out of the ordinary circumstance will be arranged between county and contractor on a case by case basis.
5. Contractor shall have 1-2 hours to respond to a call from the County, and have up to 4 hours for a pickup of an animal. All calls from dispatch should leave all information on voicemail to include the reporting party, physical address, type of dog, disposition if known for safety and ICR number.
6. CONTRACTOR'S DUTIES Contractor shall upon request of the members of the Isanti County Sheriff's Office , take all reasonable steps to catch and take into custody any animal determined to be in violation of any County Ordinance or Minnesota State Statue.

All apprehensions of dogs directed by the member of the Isanti County Sheriff's Office shall be treated humanely and shall be delivered into the custody of the party of facility designed by the County and Contractor. The Contractor agrees to comply with all state laws regarding waiting periods. County is responsible for any and all necessary medical attention needed. All stray dogs picked up will be listed on social media such as Lost Dogs MN Facebook page or similar sites in an attempt to locate the owner.

The Contractor shall not keep any animal longer than required by County Ordinance (10 days). All animals unclaimed by the end of the impound period shall be surrendered an appropriate facility for adoption or euthanasia.

Reclaiming. All animals conveyed to the pound shall be kept, with humane treatment and sufficient food and water for their comfort, at least ten regular business days, unless the animal is a dangerous animal as defined under § 95.11 in which case it shall be kept for ten regular business days or the times specified in § 95.11, and except if the animal is a cruelly-treated animal in which case it shall be kept for ten regular business days, unless sooner reclaimed by their owners or keepers as provided by this section.

Owners reclaiming their dogs will pay for all costs associated with picking up and boarding the dog. Contractor will obtain verification from the owner as to proof of ownership of the dog such as microchip, vet bills or photos as well as photo identification of the person claiming the dog.

All billing to the county will include the ICR number, status of dog (returned, adoption, etc) and rate, mileage and boarding fees.

7. **VETERINARY CARE:** Dogs that are picked up and are injured or severely neglected and require urgent veterinary care, shall be treated at East Central Veterinarians during business hours. Emergency cases will be referred to an emergency clinic on a case by case basis. East Central Veterinarians are authorized to stabilize a dog up to \$300 including euthanasia if required. All billing will be sent to the Isanti County Sheriff's Office.
8. **IDENTIFICATION:** The County shall provide Contractor with appropriate credentials and/or identification to identify her as the "Animal Control Official for the County of Isanti".
9. **IDEMNIFICATION/INSURANCE** Contractor agrees to indemnify and hold the County harmless against all claims, losses, causes of action, and expenses, including legal expenses arising relative to Contractor's performance of this Contract. County 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 inconvenience resulting from the theft, damage to, or destruction of personal property. Contractor shall be solely responsible for and shall maintain general liability insurance coverage specifically for the Contractor's duties.
10. **LEGAL STATUS:** The parties agree that the Contractor is in full control of the manner in which work is pursued and the Contractor shall not receive retirement benefits, PERA benefits, or any other fringe benefits offered to employees of the County and shall, in all respects be deemed an Independent Contractor.
11. **TERMINATION:** It is further agreed that in a case of violation, breach or non-performance by the Contractor of any of the agreements contained in this Contract, County shall have the right to declare this Contract immediately null and void upon written notice to Contractor.
12. **REPRESENTATION:** The Contractor represents that they employ employees who are properly trained to perform the Contract, and if required by the State, are certified by the State of Minnesota.
13. **TERM:** This Contract shall become effective upon its execution and continue for one year with a 60-day notification of termination. No amendment or modification of this Contract shall be effective unless made in writing and signed by both the County and the Contractor.

IN WITNESS THEREOF, the parties have executed this Contract at County of Isanti, Minnesota on the day and year first above written.


Contractor

Contractor

By:  - 2401
Sheriff

By: 
County Board Chair

County of Isanti

By: 
County Administrator

By: 
County Attorney

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MAY 22 2017

ISANTI COUNTY
SHERIFF'S OFFICE

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Sheriff

By: _____

County Board Chair

County of Isanti

By: _____

County Administrator

By: _____

County Attorney