



STAFF REPORT

DATE: December 3, 2024
CONSENT

AGENDA ITEM: Approve Animal Control Contract Update
TO: Mayor and City Council
SUBMITTED BY: Julie Johnson, City Clerk

BACKGROUND: The City contracts with Companion Animal Control for animal control services which includes impounding of animals during their stray hold period. Due to lack of space and staffing and the current impound location, there is a need to move to a temporary location for animal impound.

ISSUE BEFORE COUNCIL:

Should Council approve the contract update?

PROPOSAL: The location for impounding of animals will be changing as of January 1, 2025 From Otter Lake Veterinary to Northwoods Humane Society. This is a temporary situation while Companion Animal Control completes construction of their own facility that will house impounded animals beginning in May 2025.

FISCAL IMPACT:

No negative impact is anticipated

OPTIONS:

- 1) Approve update
- 2) Deny update

RECOMMENDATION:

If removed from Consent Agenda:

“Motion to approve Companion Animal Control Agreement for Animal Impound Services.”

An Important Update:

In cooperation with the Companion Animal Control Agreement, your municipality currently impounds animals under contract with Otter Lake Animal Care in Hugo. However, due to staffing challenges and inadequate building space for housing impound animals the clinic has determined they are no longer able to provide animal impound services as of January 1st, 2025. This was **an unanticipated change**, so to ensure animals have a safe place to go we've secured impound space with Northwoods Humane Society (NHS) in Wyoming, MN. This is an interim solution; NHS will serve as the impound until construction of the Companion Animal Center in Oakdale is complete in May 2025.

This means the Companion Animal Impound Service Agreement is to become effective January 1st instead of waiting until May 2025. The final version of this agreement is designed to save municipalities impound costs. Please add this item to your December consent agenda to ensure signatures by January 1st, so animal control services in your community can continue as normal. Once the Companion Animal Center is complete in May, 2025 this contract will remain in effect and there will not be any need for an additional or modified contract.

About the Companion Animal Care Impound Service Agreement:

The locations for animal impounding in Washington County, MN is extremely limited, the CAC agreement will provide affordable services to municipalities through lower per-animal fees and affordable monthly retainers based on the human population of each jurisdiction. This ensures that kennel spaces are held empty to be available for impound animals from contract municipalities. Based on CAC data from 2023, the CAC contract on average reduces annual costs to municipalities by \$1,200. Comparison below:

| Alternative Impound Services | Companion Animal Care Services |
|---|--|
| Unclaimed animals \$232-\$285 per animal Owner-claimed animals \$28-\$35 administrative fee charged to the municipality | Unclaimed animals \$200 per animal Owner-claimed animals \$0 administrative fee charged to the municipality |
| Additional fee of \$75 per day for housing dangerous or aggressive animals Stray bite quarantine fee of \$630, charged to municipalities regardless of fees paid by owner | No additional fees for aggressive or dangerous animals Bite quarantine required to be paid by owner in advance to avoid municipality fees, stray bite quarantine \$500 |
| Owner information provided to municipality quarterly, limiting ability to invoice owners for restitution of costs | Owner information provided to municipality monthly, enhancing ability to invoice owners for restitution of costs |

All communication and invoicing will still come from CAC, so if you have any questions or concerns, please let me know as soon as possible.

Brit Harmon, MPA, NCACO, WCHO
Companion Animal Companies

🌐 www.companionanimalcontrol.com

☎ (715) 220-1332

**Companion Animal Care LLC
and**

<Municipality>

Agreement for Animal Impound Services

1. Companion Animal Care (CAC) Agrees To:

- a. Housing for stray or abandoned animals that are lawfully retrieved by municipality's law enforcement officer (LEO) or Companion Animal Care (CAC).
- b. For stray animals that are brought into the location by a citizen and CAC verifies the animal was retrieved within the municipality jurisdiction, CAC may but under no circumstances is required to, accept animals dropped off at the facility as its capabilities and space may permit.
- c. Housing to be provided under kennel licensing by the Minnesota Board of Animal Health is defined to include kennel space, outdoor time, daily cleaning, food and water.
- d. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded.
- e. Provide compassionate euthanasia services as deemed necessary by CAC and performed by a licensed veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
- f. Animal placement services to ensure live outcomes for as many animals as possible, including private adoptions, transfer to 501c3 rescues and animal welfare organizations. All animals will be evaluated for these outcomes throughout their legally required holding period to determine the most appropriate outcome for each animal while ensuring the safety of the public.
- g. Provide animal rabies quarantine or diagnostic service as required by state statute for felines, canines and ferrets that have bitten a person.
- h. Hold animals for the legally required Minnesota stray holding period of 5 business days or until reclaimed by owner within this holding period.
- i. Municipality may request and view CAC policies at any time.
- a. CAC may choose to place any animal in a temporary foster home to ensure a live outcome, such as animals with compromised immune systems, pregnant, injuries, age related risks, etc. during the mandatory stray hold period.
- b. CAC may choose to accept owner surrendered animals (not including non-stray/at large or abandoned animals) at no cost to the municipality.
- c. CAC has the sole discretion to return any animal to the animal's owner or authorized caretaker with or without impoundment, including the ability to waive any fees assessed.
- d. CAC is not responsible for collecting any fees from an owner for a municipality.
- e. CAC is not responsible for sick or injured animals that are left after hours by a law enforcement officer. Outside treatment must be sought for these animals prior to leaving the animals at the CAC facility when staff members are not on duty.
- f. Municipality law enforcement officers must contact CAC for guidance prior to any seized animal being brought to CAC that is not stray or abandoned. Ability to house animals that are not stray or abandoned is not guaranteed through this contract.
- g. CAC has the sole authority for the disposition of all animals that have not been reclaimed upon the expiration of the legally designated holding period.
- h. CAC will not accept un-handleable feral cats, with the exception of bite quarantines and/or injured animals, without prior approval by CAC.
- i. CAC shall not be mandated to perform any service that contradicts the organization's mission and/or philosophical beliefs regarding animal welfare.

3. Municipality Agrees To:

- a. Pay the designated as outlined below.
 - i. To ensure kennel spaces will be reserved/available for animals from each municipality, a monthly retainer fee based on the current human population within the municipal jurisdiction according to the United States Census Bureau estimations. Retainer fee categories are as follows:

| | <u>Human Population</u> | <u>Fee</u> |
|----|-------------------------|------------|
| A. | <1,000 | \$45 |
| B. | 1,001-2,000 | \$75 |
| C. | 2,001-4,000 | \$100 |
| D. | 4,001-8,000 | \$200 |
| E. | >8,000 | \$300 |
 - ii. Standard stray, seized or abandonment fee of \$200 per canine or feline and a \$50 fee per “other” domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
 - iii. If an animal is reclaimed by an owner, the municipality will not be charged for housing.
 - iv. Litters of canines or felines under 8 weeks of age will count as one animal fee, not individual animal fees.
 - v. A disposal fee of \$75 for ‘deceased on arrival’ animals.
 - vi. A fee up to \$150 to medically stabilize or euthanize an animal as deemed necessary.
 - vii. A bite/rabies quarantine fee of \$50 per day for unclaimed stray animals held the entirety of the state mandated 10-day holding period to the municipality.
 - viii. If the owner of a bite quarantine animal is known prior to intake, the owner is responsible for the entirety of the fee to be paid up-front and housing fees will not be charged to the municipality.
- b. If Municipality utilizes law enforcement officers, LEOs will adhere to the drop off procedures set forth by CAC including animal housing at the location and paperwork. Drop off procedures and paperwork training for law enforcement officers will be provided.
- c. Adhere to state laws and local ordinances that apply to animals. Municipality is responsible for ensuring its ordinances are not contradictory to the services outlined in this agreement, that ordinances are not contradictory to Minnesota State Statutes. Such as that the holding periods for animals within the municipality ordinance are the same length as the holding periods (i.e. number of days) as Minnesota State Statutes.
- d. Be available to members of your community to resolve their concerns related to the actions of your law enforcement officers and your municipality’s procedures, policies and requirements.

4. Administration:

- a. CAC will bill the municipality at during the first week of each month to the email address(s) provided. Payment is expected within 30 days of receipt of billing, any billing disputes must be raised within 10 days of receipt of billing by email or phone.
- b. CAC agrees to maintain all data received from Municipality in the same manner as Municipality as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

5. Insurance Requirements.

- a. CAC shall procure and maintain, at its expense, general liability insurance coverage in the amounts listed below and shall provide to Municipality a Certificate of Insurance as evidence that the coverages are in full force and effect.:
 - i. General Aggregate: \$2,000,000
 - ii. Products and Completed Operations \$2,000,000
 - iii. Each Occurrence: \$1,000,000

- iv. Personal and Advertising Injury: \$1,000,000
- v. Damage to Premises: \$100,000
- a. CAC agrees to comply with all applicable worker compensation laws in Minnesota.

6. Indemnification:

- a. To the fullest extent permitted by law, CAC agrees to defend and indemnify Municipality, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of CAC, CAC's subcontractor(s), or anyone directly or indirectly employed or hired by CAC, or anyone for whose acts CAC may be liable. CAC agrees this indemnity obligation shall survive the completion or termination of this agreement.
- b. To the fullest extent permitted by law, Municipality agrees to defend and indemnify CAC, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of Municipality, or anyone directly or indirectly employed or hired by Municipality, or anyone for whose acts Municipality may be liable. Municipality agrees this indemnity obligation shall survive the completion or termination of this agreement.

7. Term:

- a. This Contract shall become effective upon its execution by both parties and continue annually, subject to termination upon 30-day advance written notification of termination by either party. Fees will be evaluated by CAC on an annual basis for cost-of-living adjustments up to 10%, any adjustments will be communicated in writing to Municipality. No amendment or modification of this agreement shall be effective unless made in writing and signed by both the Municipality and CAC. All provisions of this contract relating to insurance, indemnity and compliance with the State Data Practices act shall survive termination to the full extent needed for the protection of the Municipality and Contractor.
- b. If requested by either party at any time a contractual review shall be completed for the purpose of determining the effectiveness of the program, review costs and to implement improvement measures.

This agreement is entered into on the ____ day of _____, 202__ by



Brittany Harmon, Owner & Operator
Companion Animal Care

Signed on behalf of Municipal Authority

Printed Name and Title