



## **MAYOR & COUNCIL COMMUNICATION**

**DATE: October 6, 2015**

**Consent #6**

**AGENDA ITEM:** Animal Humane Society Contract

**SUBMITTED BY:** Clark Schroeder

**THROUGH:** Clark Schroeder

**REVIEWED BY:** Clark Schroeder

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### **SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... Administrator
- Report/Presentation.....Administrator
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

**POLICY RECCOMENDER:** Clark Schroeder

**FISCAL IMPACT:** \$135 per day for dogs/cats, \$41 other domestic animals.

**SUMMARY AND ACTION REQUESTED:** Attached is our 2016 municipal contract for housing small animals at their shelter.

**RECOMMENDATION:** If item is pulled from consent agenda, the recommendation should read.

“Approve administrator signing the 2016 contract with the animal humane society.”

**ATTACHMENTS:** 2016 Letter of Understanding for Impound Housing Services



9/25/2015

City of Lake Elmo  
3800 Laverne Avenue N  
Lake Elmo, MN 55042

Dear Municipal Administrator,

As you know, Animal Humane Society partners with local cities to improve the lives and welfare of animals as well as the impact they have on people in our community. We look forward to continuing our partnership with your city in 2016.

Last October we launched our successful Community Cats program, through which stray cats that are not candidates for adoption are sterilized, ear-tipped, and returned to where they were found. Returning cats to their environment in this manner will eventually stabilize and reduce the stray cat population, reducing costs to the city. As this program continues, your animal control officers may see more cats with tipped ears. These are cats that have thrived outside and are not suited for placement in a home environment. Please continue to communicate to your officers that these cats should be left in the community and not brought to the shelter.

Two copies of your 2016 contract are enclosed. We anticipate no changes that will impact our municipal contracts, so the language in the new agreement is consistent with the one you signed for 2015. I am also pleased to share with you that our standard holding fees will remain at \$135 per animal for cats and dogs and \$41 per animal for other domestic animals.

If you have any questions, please free to contact me at the email or phone number below. Otherwise, please sign both copies of the contract and return them to the Woodbury address below. Janelle Dixon, our President & CEO, will then sign them, return one to you, and keep one for our records.

We are starting this process earlier this year to ensure that all contracts are signed and returned by January 1, 2016. We appreciate your partnership as we seek to serve both the people and animals of our communities.

Sincerely,

Graham Brayshaw, DVM  
Director of Animal Services, Animal Humane Society  
[gbrayshaw@animalhumanesociety.org](mailto:gbrayshaw@animalhumanesociety.org)  
(763) 489-2224

Animal Humane Society, Woodbury  
c/o Dawn Mathews, Site Manager  
9785 Hudson Rd.  
Woodbury, MN 55125



**Animal Humane Society  
and  
The City of Lake Elmo, MN**

**Letter of Understanding for Impound Housing Services  
2016**

1. Animal Humane Society (AHS) agrees to provide the following services:
  - a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
  - b. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
  - c. Euthanasia services as deemed necessary by an AHS 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.
  - d. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
  - e. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
  - f. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
  - g. Hold animal for the legally required stray holding period: 5 days in MN, 7 Days in WI or until reclaimed by owner within this holding period.
  - h. AHS will follow internal policy and best practice for unclaimed animals. **The City of Lake Elmo** may request and view AHS policies at any time.
2. AHS expectations:
  - a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.
  - b. AHS has the sole authority to disposition all animals that have not been reclaimed upon the expiration of the legally designated holding period.
  - c. AHS will not accept feral cats seized under municipal authority by your municipality's CSO or ACO.



3. **The City of Lake Elmo** agrees to:
  - a. Adhere to the drop off procedure set forth by AHS including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for community service or animal control officers will be provided.
  - b. Adhere to state laws and local ordinances that apply to the handling of stray or abandoned animals and the seizure and return of animals to their owners.
  - c. Direct citizens where to take stray animals when not receiving permission for impoundment at AHS.
  - d. Seek care for injured or sick animals prior to drop off in the event that it is after hours and/or AHS veterinary staff is not on duty.
  - e. Pay the designated fees for each animal cared for from your municipality. AHS will charge a standard stray holding fee of \$135 per canine or feline and a \$41 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner. AHS will charge a \$10 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the stray holding fee. In these instances AHS will charge the owner reclaim fees. Fees for animals seized by the municipality (such as rabies quarantine) may vary due to the differing nature of their holding periods and services required.
  - f. Adhere to AHS policy and best practice for unclaimed animals. **The City of Lake Elmo** may request and view AHS policies at any time.
  - g. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after hours drop off.
  - h. Ensure that the municipality's CSO/ACO uses his/her discretion in the field as to whether or not to impound an animal. AHS is not responsible for those decisions.
  - i. Be available to members of your community to resolve their concerns related to the actions of your ACO/CSO officers and your municipality's procedures, policies and requirements.
  - j. Release AHS from all liability of claims resulting from or related to providing impound housing services. **The City of Lake Elmo** accepts responsibility for the CSO/ACO while in the course of impounding animals at AHS.
4. Administration
  - a. AHS will bill the municipality at the end of each quarter on a fiscal calendar year. Billing will be mailed in the first month following the end of the quarter. Payment is expected within 30 days of receipt of billing.
  - b. AHS will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
  - c. Any billing disputes must be raised within 10 days of receipt of billing.



*This agreement is based on a one year commitment, which is renewed annually from the date your administrator signs the agreement below. The agreement can be ended at anytime by either party with a 30 day notice.*

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by

\_\_\_\_\_  
Janelle Dixon, President & CEO  
Animal Humane Society

\_\_\_\_\_  
Signed on behalf of Municipal Authority

\_\_\_\_\_  
Printed Name and Title