

## **Impoundment Services Agreement**

This Impoundment Services Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2010 (“Effective Date”) by and between Crossroads Animal Shelter, a Minnesota non-profit corporation (“Crossroads”) and the City of Delano, a Minnesota municipal corporation (“City”). Crossroads and the City may be referred to herein individually as “Party” and collectively as “Parties”.

WHEREAS, Crossroads provides certain services related to the impounding, boarding, quarantine, and humane euthanasia and disposal of dogs (“Crossroads Services”); and

WHEREAS, the City desires Crossroads to perform the Crossroads Services for the City in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **Services and Facilities.** Crossroads shall provide the services and facilities as required by this Agreement. Along with the Crossroads Services defined herein, Crossroads shall provide all services and equipment necessary for the impoundment, care, euthanasia and disposal of dogs delivered to Crossroads pursuant to this Agreement.
2. **Term.** The term of this Agreement shall commence upon the Effective Date. The Agreement shall automatically renew on the annual anniversary of the Effective Date, unless the Parties terminate or amend the Agreement in accordance with the terms and conditions provided herein.
3. **Termination.** The City and Crossroads reserve the right to terminate this Agreement at any time and for any reason upon providing ninety (90) days written notice to the other Party. Notwithstanding the foregoing, the City may immediately terminate this Agreement upon written notice to Crossroads in the event Crossroads fails to perform the Crossroads Services or otherwise breaches the terms and conditions of this Agreement. If this Agreement is terminated pursuant to this Section 3, the City shall pay Crossroads for the services rendered as of the date of termination. However, Crossroads shall continue to hold any dogs currently impounded at the facility as of the date of termination and shall continue to hold such dogs until claimed by the owner or transfer of ownership occurs as described in Section 12, whichever occurs first. The City shall pay all applicable fees for such dogs held after the date of termination in accordance with this Section 3 and Agreement. Crossroads shall provide a final invoice to the City within thirty (30) days of the date of termination.
4. **Crossroads Services Defined.** The Crossroads Services provided by Crossroads to the City shall be the following:
  - a. Boarding of dogs seized by the City or its agent(s) for impounding;
  - b. Impounding and boarding of dogs found running-at-large in the City which are transported to Crossroads by a resident;
  - c. Rabies testing of dogs upon request from the City;

- d. Euthanize and dispose of unclaimed or other dogs in accordance with all applicable laws, ordinance, rules and regulations;
- e. Maintenance of records in accordance with Minnesota Statute § 35.71, Subdivision 3;
- f. Verification of rabies vaccination prior to release of claimed dogs; and
- g. Collection of applicable fines and/or fees and remittance of such amounts to the City pursuant to Section 6.

The Crossroads Services shall be those services listed in this Section 4. Upon intake of a dog presented by a resident per 4 (b) above, Crossroads shall request the resident provide information regarding the exact location where the dog was found. Crossroads shall provide the name of the person who found the dog, location where the dog was found and date of the incident with its monthly report and invoice as set forth in Section 5.

5. **Fees to Crossroads.** Crossroads shall charge and the City shall pay the following fees for the Crossroads Services provided pursuant to this Agreement:
- a. A one time service fee of \$10.00 per dog per impounding.
  - b. \$10.00 per day boarding fee per dog.
  - c. \$30.00 for euthanasia per dog.
  - d. \$15.00 for disposal per dog.

The foregoing charges shall be billed to the City only in the event the dog owner cannot be located. If the dog owner is located, the City shall not be responsible for any fees or costs associated with the dog. The City shall not be responsible for payment of fees or costs associated with a dog delivered to Crossroads by a resident that the resident reports was found outside of the City's limits.

Crossroads shall invoice the City on a monthly basis for the Crossroads Services pursuant to the above described fees. The invoice shall be accompanied by a detailed report of the number of dogs received, number of dogs euthanized and disposed of, and an itemization of all fees included in the invoice.

6. **Collection/Remittance of Fines and Fees.** Prior to release of a dog, Crossroads shall require confirmation of payment or payment of the following fines and/or fees to the City:
- a. Impoundment Fine 1<sup>st</sup> Offense: \$35.00
  - b. Impoundment Fine 2<sup>nd</sup> Offense: \$70.00
  - c. Impoundment Fine 3<sup>rd</sup> Offense  
or Subsequent Offenses: \$140.00
  - d. License fee for Unlicensed Dogs: \$5.00 per year (spayed or neutered dogs)  
\$8.00 per year (non-spayed or neutered dogs)
  - e. License fine for Unlicensed Dogs: \$35.00 per occurrence

The person claiming the dog shall either provide a receipt issued by the City which shows the applicable amounts paid or shall pay the amount due and owing to the City to Crossroads.

Crossroads shall remit fees to the City collected on the City's behalf on a monthly basis, to be received no later than the 15<sup>th</sup> of each month. The remittance of fees shall be accompanied by a detailed report for each dog showing the name of the person claiming the animal, description and name of the dog, and itemization of collected fees. No dog shall be released from Crossroads until the owner has supplied proof of current rabies vaccination or Crossroad administers rabies vaccination to the dog.

7. **Compliance with Laws.** Crossroads shall operate its facility in a humane and sanitary manner and in compliance with all applicable laws, ordinances, rules and regulations. Pursuant to Minnesota Statute §35.71, Crossroads shall hold any dog seized by the City for a minimum of five (5) regular business days for redemption by the owner.
8. **Transportation of Dogs.** Except for animals delivered by a resident, the City or its agent shall be responsible for transportation of all seized dogs to Crossroads.
9. **Access.** The City or its agents shall have access to Crossroads for purposes of delivering seized dogs at all times. Crossroads shall provide keys, access cards and/or codes to the City for such purposes. The City shall be responsible for securing dogs delivered to Crossroads and securing the facility in the event no Crossroads staff is available. For those dogs seized and delivered to Crossroads by the City, the City shall provide Crossroads with information for record keeping purposes regarding the date and time of seizure, reason for seizure, and the location at which the dog was seized.
10. **Indemnification.** Crossroads shall defend, hold harmless and indemnify the City, its officers, employees and agents, for and against any and all claims, demands, actions or causes of action of whatever nature or character arising from or related to Crossroads' performance of the Crossroads' Services as set forth in this Agreement.
11. **Dangerous and Potentially Dangerous Dogs.** Costs and fees related to dogs delivered to Crossroads by the County in violation of the Wright County Dangerous and Potentially Dangerous Dog Ordinance (the "Ordinance") shall not be charged to the City. However, no unlicensed dog impounded pursuant to the Ordinance residing in the City shall be released until Crossroads has confirmed payment of the licensing fee and fine to the City or such fee and fine is collected by Crossroads on the City's behalf. Any dog impounded pursuant to the Ordinance related to the biting of a human shall be quarantined in accordance with City Code and all other applicable laws, ordinance, rules and regulations.
12. **Transfer of Ownership.** Dogs delivered to Crossroads shall become property of Crossroads after one of the following events occurs: after expiration of any applicable redemption period; upon execution of an owner-relinquishment form by the dog's owner(s); after issuance of an order or other release authorizing Crossroads to take ownership of the dog. Following any of the above-described events, Crossroads is authorized to sell, adopt out, convey, euthanize or otherwise dispose of the dog. Upon such transfer of ownership, the City shall not be responsible for any costs or fees it would otherwise be responsible for under this Agreement.

13. **Data Practices.** Crossroads shall at all times abide by the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq., to the extent that the Act is applicable to data and documents in the hands of Crossroads.
14. **Audits.** The books, records, documents, and accounting procedures and practices of Crossroads or other parties relevant to this Agreement are subject to examination by the City and either Legislative Auditor or the State Auditor for a period of six years after the effective date of this Agreement.
15. **Worker's Compensation.** Crossroads represents and warrants that it has and will maintain during the performance of this agreement worker's compensation insurance coverage required pursuant to Minn. Stat. § 176.181, subd. 2 and that the certificate of insurance or the written order of the Commissioner of Commerce permitting self insurance of worker's compensation insurance coverage provided to the City prior to execution of this Agreement is current and in force and effect.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF DELANO

By: \_\_\_\_\_  
Joseph McDonald  
Its: Mayor

By: \_\_\_\_\_  
Phil Kern  
Its: City Administrator

CROSSROADS ANIMAL SHELTER

By: \_\_\_\_\_  
Suzanne J. O'Dell  
Its: President