

Melissa Luedke

From: kathipelnar@comcast.net
Sent: Thursday, November 17, 2016 12:41 PM
To: Melissa Luedke
Subject: Re: 2017 Animal Control Contract

Melissa:

It's all pretty status quo. The only thing is I am raising the after hours fee from \$20 to \$30. There are just getting to be too many of these calls that are unnecessary after hours and this way I can justify telling people they will need to wait till morning if the call is something that can wait. (example: cat that has been hanging around for several days and all of a sudden it needs to be picked up at 9:30 on a Friday or Sunday night.)

Kathi

From: "Melissa Luedke" <mluedke@thevonh.org>
To: kathipelnar@comcast.net
Sent: Monday, November 14, 2016 12:57:59 PM
Subject: 2017 Animal Control Contract

Hi Kathi,

I have attached the proposed 2017 Animal Control Contract. The only changes I made on it were the dates. Please review and let me know before Thursday this week if you have any other amendments to the contract for next year. It will go to the full Village Board on November 29, 2016.

Thank you,

Melissa Luedke, Clerk
Village of North Hudson
400 - 7th Street North
Hudson WI 54016
p: (715) 386-5141
f: (715) 386-6770
mluedke@northhudsonvillage.org
www.northhudsonvillage.org
Population: 3,765



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ANIMAL CONTROL CONTRACT

This agreement is made by and between Kathi Pelnar, ("Contractor") and the Village of North Hudson, St. Croix County, Wisconsin, ("Village").

WITNESSETH:

In consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties as follows:

1. This agreement shall be effective as of January 1, 2017 and continue in effect until December 31, 2017, unless otherwise cancelled pursuant to paragraph 19 hereof.
2. Contractor is required to hold a valid, current certification as a humane officer from the Department of Agriculture, Trade and Consumer Protection pursuant to Wis. Stat. 173 and Administrative Code ATCP 15. Contractor shall provide the Village with a copy of a valid, current certification.
3. If directed by the Village Board, Contractor agrees to patrol the public streets of the Village in a vehicle designated for transportation of small animals in accordance with the schedule agreed to by both parties. The Contractor shall provide services in accordance with the attached schedule (see Exhibit A) and shall be directly responsible to the Village Administrator. The vehicle operated by the Contractor shall have proper identification displayed on two sides including the words "Animal Control", and Contractor further agrees to ensure service and maintain equipment in good working order.
4. Any call out after the Contractor's scheduled work day shall be paid at the rate specified within the attached schedule (see Exhibit A). All patrolling shall be done by the Contractor, unless other individuals acting on Contractor's behalf (employee or volunteer) have been approved in advance by the Village Administrator to perform such services at the Contractor's direction and under her supervision.

For regular patrol, in the manner provided within paragraph 2 above, the Contractor shall be provided payment by the Village in the amount prescribed within the attached schedule (see Exhibit A). Such payment shall be due and payable after the Contractor has provided the monthly report to the Village in the manner specified within Section 10.

5. The Contractor shall provide proof of liability insurance on her automobile and shall provide her own automobile for purposes of supplying the services provided under the terms of the contract. Contractor shall provide proof that her vehicle is insured for the purposes of providing animal control services for the Village. If any other individuals operate vehicles on behalf of Contractor for performing any services of animal control for the Village, Contractor will provide proof of automobile insurance for those individuals and vehicles. Any such individuals must be authorized pursuant to Section 4.

6. The Contractor shall also provide proof of comprehensive general liability insurance for herself, and any agents, employees or volunteers who are authorized, pursuant to Section 4, to perform any services of animal control for the Village. Such proof shall include the provision that any agents, employees or volunteers of Contractor are also covered by such insurance. The Village shall be named as an additional insured on Contractor's general liability insurance, which shall be shown on the proof of insurance.
7. The Village authorizes the Contractor to apprehend and retain dogs and other animals and to take all other appropriate actions pursuant to the Village Ordinance Chapter 10 and applicable State statutes, except that Contractor shall not invade private property contrary to the wishes of an owner of said property nor forcibly take an animal from any person without the approval and assistance of a peace officer of the Village.
8. The Village authorizes the Contractor to issue citations for violations of animal control and animal welfare ordinances and state statutes which have been adopted by reference.
9. The Contractor shall respond as soon as possible to any call, reported during service response hours, involving a bite case or injured animal reported through the Sheriff's Department or the Village.
10. The Contractor shall attempt to make contact with the animal owner prior to the animal being transported to an impounding facility.
11. The Contractor shall provide a monthly report to the Village which indicates the hours patrolled, the number of animals impounded, if contact was made with the owner before the animal was transported to the impounding facility, warning tags and violation notices issued, and other such information as requested by the Village Administrator to determine appropriate impound fees in connection with each animal impounded. Contractor shall e-mail a daily activities log and associated fees to Village Administrator and Public Welfare Committee chair.
12. All animals impounded shall be kept at the Animal Humane Society for Companion Animals located at 9785 Hudson Road, Woodbury, Minnesota. While in her custody, the Contractor agrees and warrants that all animals impounded shall be kept in a comfortable and humane manner. It is mutually agreed that the Contractor may temporarily board at an emergency facility if access or treatment is not immediately available at the contract facility. The Contractor's residence can only be used as an emergency facility for animals captured within the Village of North Hudson. All captured wildlife is to be delivered by the Contractor to an appropriate wildlife facility, and a report sent to the Village Administrator.
13. The Contractor shall supply her own automobile and equipment necessary for animal control services as may be determined by the Village Administrator. The Contractor shall also supply a copy of her automobile and general liability insurance policy to the Village annually.

14. The Village shall administer all licensing, impounding and boarding fees and charges as may be provided by the Village ordinances.
15. The Village shall furnish to Contractor any special forms or receipt forms specified within the ordinance and adopted by the Village Board required by the Village. Contractor shall keep all records of all animals impounded, together with a description of each animal, in the manner specified by the Village Administrator.
16. Attached hereto is a schedule of fees, charges and service performance criteria. The same is incorporated by reference herein.
17. The Contractor shall assume all liability for all harmed animals due to her negligence, or that of her agents, employees or volunteers, in not properly caring for same and agrees to defend all lawsuits arising there from. The Contractor agrees to defend and indemnify and hold the Village harmless, including its officers, employees or agents, from any and all claims, suits, losses, damages or expenses on account of bodily injury, sickness, disease or death and of property damage including injury to animals as a result of, or alleged to be a result of, the actions of Contractor's animal control operation, or any of Contractor's agents, employees or volunteers.
18. The Contractor agrees that during the period of time of this contract she will not, within the state of Minnesota or Wisconsin, or elsewhere, discriminate against any agent, employee or volunteer, or applicant for employment because of race, color, creed, sex, national origin or ancestry, or sexual orientation, and will include a similar provision in all subcontracts entered into for the performance hereof. It is reiterated that Contractor shall not use any agent, employee, or volunteer for performing services for the Village without prior authorization by the Village pursuant to Section 4.
19. Either party hereto may cancel this contract after thirty (30) days written notice thereof to the other party.
20. It is understood and agreed that the Contractor is not an employee of the Village solely responsible for her own payment of federal, state, and social security withholding taxes but is an independent contractor who is in the business of offering animal control services to multiple municipalities. Contractor controls her business, determines how and when to operate, provides her own equipment, and is solely responsible for her business's profit or losses. The Contractor at no time shall hold herself out as an employee of the Village but will always identify herself as an independent contractor.
21. The Village shall provide the Contractor the following materials:
 - a.) Map of the Village
 - b.) Monthly list of animal licenses
 - c.) Copy of Village animal control laws
 - d.) Police contact procedures
 - e.) Village Hall hours

- f.) Any required identification signs
- g.) Description of animal licensing fees and procedures

22. This Agreement is to be governed by the law of the State of Wisconsin and venue for any dispute shall be St. Croix County Circuit Court.

23. This Agreement contains the entire agreement between the parties, and no verbal understandings or agreements or previous agreements shall become a part of this Agreement without the written consent of both parties.

Contractor

By: _____ Date _____

Kathi Pelnar
634 6th Street N
Hudson, WI 54016
715-386-7789
612-534-7510 *pager*

Village of North Hudson

By: _____ Date _____

Gloria Troester, Village Administrator

Exhibit A Animal Control Fee Scale

Service response on call hours: 7:30 am to 7:30 pm daily. Will respond to emergency calls seven (7) days a week after scheduled hours, additional fees will apply.

Fee per response:

Per animal picked up and transported to impound	\$55 plus mileage*
In town call out, no transport to shelter, dry run, investigation	\$35 plus mileage*
Overnight kenneling fee	\$20
After hours call out fee: (Any call outs before 7:30 a.m. and after 7:30 p.m.)	\$30 additional
Holiday call out Christmas Eve after 4pm, Christmas Day, New Years Day, Memorial Day, July 4 th , Labor Day, Thanksgiving	\$20 additional
Patrolling fee per hour	\$30/ hr plus mileage*
Reasonable emergency veterinary fees	Paid by Village
Six month service retainer fee Due February and August billings	\$300
Live trap set-ups	\$35 plus mileage*
Live trap pickups and transport to impound	\$55 plus mileage*
Any reasonable emergency veterinary charges if impounded/picked up and animal owner is not located. (Emergency facility will be instructed to perform stabilizing care only.)	

Fees are open to negotiation and adjustment according to circumstances (i.e. multiple animal pick-ups, etc.).

* Mileage will be billed at current Internal Revenue Service standard mileage rate.