



November 12, 2019

Village of North Hudson
400 7th Street N
Hudson, WI 54016



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 you in 2020.

To align our fees with our costs, there is a small 3% increase to our fees. When animals are returned to their owners through our facility, we will charge a \$22 admin fee to the municipality. We will charge \$196 for dogs and cats that remain in our care and are not returned to their owner. We will charge \$46 for critters and other small companion animals. These costs cover their housing, feeding, vaccination, and other veterinary care.

Two copies of your 2020 contract are enclosed. We work with several municipalities, and to be able to have one formalized contract, we have updated language around species we can house, "other fees" like quarantines, and our liability and insurance levels. While it will look different to some of you, we anticipate no operational changes from the services we have provided before.

If you have any questions about the program in general, please feel free to contact me at the email or phone number below. If you have any questions about specific billing issues or animals, please contact Brian Munro, our site manager in Woodbury. The contracts have already been signed by Janelle Dixon, our CEO. Please sign both copies of the contract and return one of them to the address below.

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
(763) 489-2224

Animal Humane Society, Woodbury
c/o Brian Munro, Site Manager
9785 Hudson Rd
Woodbury, MN 55125
bmunro@animalhumanesociety.org
(651) 788-4675

2019 Rates

\$190 per cats/dogs
\$45 for others small animals
\$21 Admin fee

Coon Rapids • Golden Valley • St. Paul • Woodbury

763-489-2201
animalhumanesociety.org

**Animal Humane Society
and
Village of North Hudson**

**Letter of Understanding for Impound Housing Services
2020**

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. AHS is unable to house wildlife or farm animals.
 - i. Exceptions can be made for chickens with prior approval of the site manager at AHS.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
 - h. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
 - i. AHS will follow internal policy and best practice for unclaimed animals. **Village of North Hudson** 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.
 - d. AHS is not responsible for collecting any fees from an owner for a municipality.
3. **Village of North Hudson** 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 fee of \$196 per canine or feline and a \$46 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
 - i. Fees for animals seized by the municipality that require quarantine will be charged the standard fee for every five (5) days the animal is quarantined if the animal is not reclaimed.
 - ii. AHS will charge a \$22 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the standard fee. In these instances AHS will charge the owner reclaim fees.
 - iii. **Village of North Hudson** is responsible for fees if the owner does not reclaim by the last day of the hold or quarantine period.
 - f. Adhere to AHS policy and best practice for unclaimed animals. **Village of North Hudson** 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.
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.
- d. The AHS agrees to maintain all data received from **Village of North Hudson** in the same manner as **Village of North Hudson** as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- e. Insurance Requirements.
 - i. Liability. AHS agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Upon request **Village of North Hudson** shall be named as an additional insured.
 - ii. Automobile Liability. If AHS operates a motor vehicle in performing the services under this agreement, AHS shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
 - iii. Workers' Compensation. AHS agrees to comply with all applicable workers' compensation laws in Minnesota.
 - iv. Certificate of Insurance. The AHS shall deliver to **Village of North Hudson** a Certificate of Insurance as evidence that the above coverages are in full force and effect.
- f. Indemnification:
 - i. AHS. To the fullest extent permitted by law, AHS agrees to defend and indemnify **Village of North Hudson**, 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 AHS, AHS's subcontractor(s), or anyone directly or indirectly employed or hired by AHS, or anyone for whose acts AHS may be liable. AHS agrees this indemnity obligation shall survive the completion or termination of this agreement.
 - ii. **Village of North Hudson**. To the fullest extent permitted by law, **Village of North Hudson** agrees to defend and indemnify AHS, 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 **Village of North Hudson**, or anyone directly or indirectly employed or hired by **Village of North Hudson**, or anyone for whose acts **Village of North Hudson** may be liable. **Village of North Hudson** agrees this indemnity obligation shall survive the completion or termination of this agreement.

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 any time by either party with a 30 written day notice.

This agreement is entered into on the _____ day of _____, 201_ by

Janelle Dixon, President & CEO
Animal Humane Society

Signed on behalf of Municipal Authority

Printed Name and Title

Signed on behalf of Municipal Authority

Printed Name and Title