

ANIMAL IMPOUND SERVICES AGREEMENT

This agreement, effective on the 26th day of June, 2020, by and between Scott Hutnik, d/b/a/ **4 Paws** hereinafter referred to “4 PAWS”, and the **City of Chanhassen**, a Minnesota municipal corporation hereinafter referred to as “City”.

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

1. Services. 4 PAWS shall serve as the impound facility for the City beginning on the date of the signing of this agreement, providing services as follows:

a. 4 PAWS shall receive and care for any small domestic animal brought to it during business hours by an authorized City representative, or by ruling of the Minnesota Board of Health or other Minnesota or United States Agency with jurisdiction.

b. If an animal is diseased, vicious, rabid or exposed to rabies and the animal cannot be impounded without serious risk to the persons attempting to impound the animal, it may be immediately humanely euthanized.

c. Impounded animals shall be kept in a suitable, humane manner for a period required by the City Ordinance.

d. In the event that any animal is unclaimed after the expiration of any applicable redemption of quarantine period or, of ten (10) business days, whichever is longer, it shall become the property of 4 PAWS and may be disposed of or sold at its sole discretion. All proceeds from the disposition of such animals shall be the sole property of 4 PAWS.

2. Fees.

a. If an animal is unclaimed, the City shall pay to 4 PAWS the charges as agreed to on "Exhibit A" to this agreement within 15 days of receipt of an itemized invoice thereof.

b. Before an animal is released to its owner, 4 PAWS or its agent shall collect the charges specified on "Exhibit A" to this Agreement.

3. Records/Data Practices.

a. 4 PAWS shall maintain a record of all animals impounded, and shall promptly respond to inquiries from the City for information or documentation related to its performance of this agreement.

b. 4 PAWS shall comply with the Minnesota Data Practices Act and all other State and Federal laws relating to data privacy or confidentiality, and shall hold the City and its employees harmless from any claims resulting from an improper disclosure or use of data it receives or maintains in performance of this Agreement. 4 PAWS shall immediately report to the City any requests from third parties for information relating to its performance of this agreement.

4. Indemnity. 4 PAWS shall be liable for and shall defend, indemnify and hold the

City, its officers, employees or agents harmless from any and all claims, lawsuits, losses, damages or expenses on account of bodily injuries, sickness, disease, death and property damage, including injury to animals caused by or resulting from its activities under this Agreement.

5. Insurance. 4 Paws shall secure and maintain such insurance as will protect 4 Paws from claims under the Worker’s Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit

The City shall be named as an additional insured on the general liability policy on a primary and non-contributory basis. Before commencing work, the 4 Paws shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

6. Discrimination. 4 PAWS agrees to abide by the requirements and regulations of the Americans with Disabilities Act of 1980 (ADA), the Human Rights Act {Minnesota Chapter 363A and Title VII of the Civil Rights Act of 1964), and any laws governing discrimination based on race, gender, disability, religion, sexual preference, and sexual harassment. Violation of any of the above laws may lead to termination of this contract.

7. Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of employer and employee between 4 PAWS and the City. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees shall accrue to 4 PAWS or employees of 4 PAWS performing services under this Agreement.

8. Notices. Any notice or demand which must be given or made by a party hereto under the terms of this agreement shall be in writing and shall be provided to the parties by U.S. Mail at the addresses listed below:

To City: City of Chanhassen
Attention: Jake Foster
7770 Market Boulevard, PO Box 147
Chanhassen, MN 55317-0147

To 4 PAWS: 4 Paws Animal Control
12848 Chestnut Boulevard
Shakopee, MN 55379

9. Term. This agreement is for an indefinite term but may be cancelled with or without cause by either party upon sixty (60) days written notice.

10. Subcontractors. 4 PAWS shall not enter into subcontracts for services provided

10. **Subcontractors.** 4 PAWS shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. 4 PAWS shall comply with Minnesota Statutes § 471.425. 4 PAWS must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of 4 PAWS' receipt of payment from City. 4 PAWS must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

11. **Controlling Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Carver County Minnesota.

12. **Entire Agreement.** It is understood and agreed that this is the entire agreement between the parties and that this agreement supersedes all previous written and oral agreements between the parties relating to the subject matter.

13. **Severability.** Every section, provision or part of this agreement is declared severable from the other section, provision or part thereof to the extent that if any section, provision or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

d/b/a 4 PAWS (collectively)

By: Scott Hutnik 6/24/20
Scott Hutnik

CITY OF CHANHASSEN

By: Jake Foster 6/25/20
Its: Assistant City Manager

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EXHIBIT A

Charges due from Chanhassen City, Unclaimed Animal:

\$35/day	Daily boarding fee, up to 5 days (or 10 days for bite quarantine)
\$175	Impound/intake fee (including all veterinarian and administration fees)

Charges due from Owner, Claimed Animal:

\$35/day	Daily boarding fee up to 5 days (or 10 days for bite quarantine)
\$175	Impound/intake fee (including all veterinarian and administration fees)