

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: May 23, 2022  
Item No.: 10.e

Department Approval

City Manager Approval



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Item Description: **Approve Como Park Animal Hospital Impound Services Agreement**

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1 **BACKGROUND**

2 For the past three years, the City of Saint Paul has provided impound services for several metro  
3 agencies, including the Roseville Police Department. In early 2022, the Roseville Police Department  
4 was notified by Saint Paul that they would no longer be offering animal impound services to suburban  
5 law enforcement agencies.

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7 Immediately, Roseville Police Department staff began researching options for animal impound services.  
8 Options were considered in Roseville, Woodbury, and Coon Rapids. After careful consideration of the  
9 contracts, logistics, and our desire to support local business, staff found Como Park Animal Hospital to  
10 be the best partner.

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12 Roseville Police Department staff toured the newly constructed Como Park Animal Hospital located at  
13 621 Larpenteur Avenue and met with staff members. The Department was impressed with the overall  
14 facility and their long-standing local reputation. This location is also ideal and convenient, not only for  
15 officers needing to impound animals, but also for owners looking to reclaim their pets. Roseville staff  
16 also reviewed Como Park Animal Hospital's policies to ensure the humane treatment of any animals  
17 impounded at their facility.

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19 Following in-depth discussions, an onsite visit, and review of policies, the Roseville Police Department  
20 has determined the Como Park Animal Hospital to be the best available animal impound service option.  
21 Currently, the Roseville Police Department will be Como Park Animal Hospital's only law enforcement  
22 partner. This close relationship coupled with their 24-hour staffing model will allow for streamlined  
23 communication. They provided a service agreement that is attached for review. This service agreement  
24 has been reviewed and approved by the Roseville City Attorney's Office.

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26 **OBJECTIVE**

27 Following a thorough vetting process, the Roseville Police Department seeks to enter into a new animal  
28 impound services agreement with the Como Park Animal Hospital.

29 **FINANCIAL IMPACTS**

30 The Roseville Police Department does not anticipate any additional costs and/or fees above and beyond  
31 what is proposed in the 2022 Animal Control contractual budget of \$5000. Estimated animal control  
32 services costs are outlined in the Como Park Animal Hospital Impound Services Agreement.

33 **STAFF RECOMMENDATION**

34 Staff recommends Council approval to accept the Como Park Animal Hospital Impound Services  
35 Agreement and authorize the signing of the Agreement by the City of Roseville Mayor and City of  
36 Roseville Manager.

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38 **REQUESTED COUNCIL ACTION**

39 The Roseville Police Department is seeking Council approval of the Como Park Animal Hospital  
40 Impound Services Agreement allowing for the required City of Roseville signatures, specifically the  
41 City of Roseville Mayor and City of Roseville Manager.

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Prepared by: Joe Adams, Deputy Police Chief  
Attachments: Animal Impound Services Agreement

**ANIMAL IMPOUND SERVICES AGREEMENT****COMO PARK ANIMAL HOSPITAL/AFTERHOURS VETERINARY CARE AND CITY OF ROSEVILLE, MN**

This Agreement is entered into between Como Park Animal Hospital/Afterhours Veterinary Care (CPAH/AHVC) and the City of Roseville, a municipal corporation (Roseville) on this 13<sup>th</sup> day of June, 2022.

WHEREAS, THE City of Roseville is in need of housing for impounded animals; and

WHEREAS, CPAH/AHVC facility has the capacity to house additional impounded animals beyond those impounded at CPAH/AHVC.

Now, therefore, parties agree as follows:

1. Services – CPAH/AHVC will serve as the impound facility for Roseville and will provide these services:
  - a. During business hours receive impounded animals and completed paperwork containing information on the basis for the impound.
  - b. When the facility is closed, provide access to the facility for afterhours drop off.
  - c. Provide suitable and humane care for the animals while at the facility. Determine whether medical care is required and if so, provide such care to a maximum of \$350 per animal.
  - d. Handle release to their owners, if claimed.
  - e. For animals which are not reclaimed, take ownership after the applicable time required by Roseville. CPAH/AHVC will have sole discretion whether to dispose of the animal.

CPAH/AHVC may refuse to accept an animal for impound which is deceased or rabid and the animal cannot be impounded without serious risk to the persons attempting the impound or to the other animals being held at the facility. Such animals may be immediately and humanely euthanized.

CPAH/AHVC will only accept animals impounded by Roseville employees acting in their official capacity.

Cats may only be brought to CPAH/AHVC if the cat is sick, injured, abandoned, or at imminent risk of becoming sick, injured, or abandoned, such as orphaned kittens, cats stuck in sewers, etc. Owners wishing to surrender cats, or residents concerned about outdoor cats that are apparently healthy must be directed towards nongovernmental resources.

2. Fees –
- a. Roseville shall pay all fees associated with the boarding of animals which it delivers to the facility, and which are not reclaimed by the owners. Fees are set forth on the attached Exhibit A. CPAH/AHVC will submit detailed invoices to Roseville identifying each animal and the services required. Payment is due within thirty-five days of receipt of any uncontested invoices.
  - b. CPAH/AHVC is responsible for collecting all fees from reclaimed animals from the owner.
3. Term – This Agreement will take effect as of the effective date stated above and will be in force for a period of one year, unless terminated pursuant to SS7.
4. Records – CPAH/AHVC will maintain records of all animals impounded and will provide such records to Roseville upon request. CPAH/AHVC will maintain all records related to the Agreement for a period of six years after the termination and will make those records available to Roseville or to the State Auditor as requested.
5. Liability – Each party will be responsible for its own acts and omissions in the carrying out of responsibilities under this Agreement. Nothing herein is intended to waive the immunities or defenses available under the municipal Tort Claims Act, Minn. Stat. 466.01 et. Seq.
6. Notices – any notice or demand to be given under the terms of this Agreement must be in writing and delivered by U.S. Mail to the addresses below:
- |   |   |
|---|---|
| City Manager<br>City of Roseville<br>2660 Civic Center Drive<br>Roseville, MN 55113 | Steph Ferkovich<br>Como Park Animal Hospital<br>621 Larpenteur Ave W<br>Roseville, MN 55113 |
|---|---|
7. Termination – Either party may terminate this Agreement by giving 60 days written notice to the other party.
8. Assignment – This Agreement may not be assigned or transferred.

- 9. Entire Agreement – this agreement sets forth the entire understanding of the parties and supersedes any prior written or oral agreements between them relating to this subject matter.
  
- 10. Amendments – No modifications or amendment to this Agreement will be binding unless in writing and signed by both parties.
  
- 11. Governing Law – This Agreement and the performance thereof shall be governed and interpreted by the laws of the State of Minnesota and any litigation between the parties arising under, predicated upon, or otherwise involving this Agreement shall be filed in Ramsey County, Minnesota.

Como Park Animal Hospital and  
After Hours Veterinary Care

City of Roseville

\_\_\_\_\_  
Steph Ferkovich  
Practice Manager  
Dated \_\_\_\_\_

\_\_\_\_\_  
Dan Roe, Mayor  
Dated \_\_\_\_\_

\_\_\_\_\_  
Dr. Patrick Jennrich, DVM  
Medical Director, CPAH

\_\_\_\_\_  
Pat Trudgeon, City Manager  
Dated \_\_\_\_\_

**ANIMAL IMPOUND SERVICES AGREEMENT  
PROPOSED PRICES**

**Charges due to the Como Park Animal Hospital and Afterhours Veterinary Care:**

Daily Boarding = \$44 (not discounted)

Administration fee = \$35

Maximum Veterinary services for animals needing emergency care = \$350 - 10% discount = \$315

Emergency DVM exam fee (if needed) = 175.00 – 10% discount = \$157.50

Comprehensive DVM exam (if needed) = \$85.00 – 10% discount = 76.50

Disposal of live animals = general pricing for a cat = \$115 + \$85 cremation - 10% discount = \$180

Disposal of live animals = general pricing for medium dog = \$165 + \$85 cremation - 10% discount = \$225

Disposal of DOA = \$85 - 10% discount \$76.50

Services are not offered for disposal of deer/livestock/other large animals. Use WRC as a resource.

**Charges due from owner for claimed animals:**

Daily Boarding = \$44

Administration fee = \$35

Veterinary services, if provided = actual cost

City animal license = actual cost