

## CONTRACT APPROVAL

### SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

### Received as of October 27, 2021:

- Valley Veterinarian Services—three-year agreement for animal impound services for the Sheriff's Office.



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# Office of the Sheriff

Jesse Jahner, Sheriff

October 25, 2021

Mary Scherling, Portfolio Commissioner  
Cass County Commission  
Cass County Courthouse  
Fargo, ND 58103

Re: Valley Vet Services Contract for 3 years

Consent Agenda: Action Requested

Chairman Chad Peterson,

Attached is the contract for the next three (3) years between Valley Veterinarian Hospital and Cass County. The amount for each year will be \$ 30,000.00 for their services.

*Suggested Motion: Move to authorize the Cass County Commission to sign the contract with Valley Veterinarian Services for the next three (3) years for each year totaling \$ 30,000.00*

Should you have any questions, please contact our office.

Respectfully,

Dean J. Haaland  
Chief Deputy  
Cass County Sheriff's Office

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**Cass County Sheriff  
Law Enforcement Center**  
1612 23rd Avenue North  
P.O. Box 488  
Fargo, North Dakota 58107-0488  
Phone: 701-241-5800  
Fax: 701-241-5806

**Cass County Sheriff  
Courthouse**  
211 9th Street South  
P.O. Box 488  
Fargo, North Dakota 58107-0488  
Phone: 701-241-5800  
Fax: 701-241-5805

**Cass County Jail**  
450 34th Street South  
Fargo, North Dakota 58103  
Phone: 701-271-2900  
Fax: 701-271-2967

# Valley Veterinary Hospital

3210 Main Avenue  
Fargo, ND  
58103

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## Agreement For Services

## Cass County Government

Date	Services Performed By:	Services Performed For:
October 21, 2021	Valley Veterinary Hospital 3210 Main Avenue Fargo, ND 58103	Cass County Government 211 9th Street South Fargo, ND 58103

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THIS AGREEMENT, made this 21st day of October, 2021, by and between

**CASS COUNTY, NORTH DAKOTA**, hereinafter referred to as “**COUNTY**”, and **VALLEY VETERINARY HOSPITAL, P.C.**, a North Dakota corporation, 3210 Main Avenue, Fargo, North Dakota, hereinafter referred to as “**VALLEY**”;

### WITNESSETH:

**WHEREAS**, **VALLEY** has agreed to provide services to Cass County and to act as its animal pound, and

**WHEREAS**, County has agreed to compensate **VALLEY** on a monthly basis; and

**WHEREAS**, **VALLEY** has adequate facilities to serve the needs of the County in connection with animal control issues; and

**WHEREAS**, the parties wish to define their respective duties and responsibilities;

**NOW, THEREFORE**, for valuable consideration, the parties agree that the terms of their agreement shall be as follows:

## Compensation of Services

The County shall compensate Valley for services provided under this Agreement in the total amount of \$30,000 per year, payable in monthly installments. In addition, Valley may collect from the owner of an impounded animal and keep as revenue, fees for rabies vaccinations, medical care, and other fees.

In exchange for the compensation payable under this Agreement Valley shall provide the following types of services for Cass County animals, including arrangements adequate staff and personnel, as more fully described herein:

- I. Boarding (food, water, exercise), supervision of animals, and administration of pound operations;
- II. Euthanasia and proper disposal of animals;
- III. Veterinarian services including rabies vaccinations, regular veterinary care, emergency care as more fully described herein;
- IV. Response to inquiries and questions regarding impounded animals, displaying such animals to be claimed and making attempts to properly identify animals and contact owners.
- V. Maintaining complete records of identification and disposal of animals.

If an animal is sick or injured and receives vet care, fees for such services must be paid by the owner/claimant before the animal is released.

If an animal is claimed by its owner, the owner is required to pay a citation at the County Courthouse prior to release of the animal from the pound.

## Term of Agreement

Either party may terminate this Agreement upon six months written notice to the other party.

The Services shall commence on January 1, 2022, and shall continue for thirty-six (36) months through December 31, 2025

## Hours of Operation

Hours of operation for the pound shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, and Saturday from 9:00 a.m. to 12:00 p.m.

Animals impounded through the county may not be released on Saturdays, regardless of current vaccination status, due to inability for owners to pay County citation at the County Courthouse. The owner will be

informed of the laws regarding large animals and rabies vaccination requirements, and notified that the animal may be claimed on Monday, when County citation can be paid at the Courthouse and when proof of rabies vaccination is available or a veterinarian is on staff to supervise administration of a rabies vaccine. Owners will still be responsible for payment of boarding charges and additional fees accrued over weekends.

Valley will provide emergency care during regular pound hours with a limit of \$250.00 per animal unless the owner otherwise is located and makes a deposit for costs above \$250.00. Costs for such emergency care will be paid by the owner. Valley will otherwise not provide emergency care “after hours,” i.e., evenings, weekends, or holidays designated as New Year’s Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Day, with half-day service on Christmas Eve and New Year’s Eve. On days that Valley Vet is not open, the County will contract with another provider for emergency care beyond regular pound hours.

If asked to do so, Valley will provide the County, by December, a calendar for the upcoming year that will show dates the hospital is scheduled to be closed (incl. holidays and Saturdays)

Valley personnel are not responsible for dealing with the public concerning impounded animals at times other than during regular pound hours.

## Contact Person

The Cass County Sheriff shall serve as a liaison between animal pound team and Cass County.

## Holding Period of Animals

Impounded animals will be held for five (5) days, not counting the day that they are impounded. Animals may be placed under a ten (10) day safe keep hold in situations where an owner is deceased and notification of next of kin is pending, or if the owner has been incarcerated or hospitalized. Animals abandoned in a residence will be held for the standard 5 (five) day hold.

Dogs and cats will be held one additional day to allow for placement of adoption by Homeward Animal Shelter, by Adopt-A-Pet, or by Cat’s Cradle, on the condition that Homeward Animal Shelter, Adopt-A-Pet, and/or Cat’s Cradle have made appropriate arrangements for claiming the dogs/cats and on the condition that the pound has sufficient pound space available to house such dogs/cats until they are claimed by Homeward Animal Shelter, by Adopt-A-Pet, or by Cat’s Cradle.

## Housing and Acceptance of Animals

General housing care standards. Valley will provide housing and care for animals according to applicable regulations issued by the U.S. Department of Agriculture, 9 CFR 3, Animal and Plant Health Inspection Service, Specifications for the Human Handling, Care, Treatment and Transportation of Dogs and Cats.

Valley shall be responsible for determining applicable standards, but at a minimum, shall meet the standards more specifically set forth in 9 CFR 3, 3.2(a); 3.2(b); 3.6(a); 3.6(b)(1)(ii); 3.6(c)(1)(i); 3.8(a); 3.9(a) 3.9(b); and 3.10. Valley will have discretion to vary the housing care for animals, for a short term, if the County increases the length of stay for animals or if there is an unusual number of large breed dogs.

Housing standards—Canine: Valley will provide an indoor kennel area with adequate cages and larger kennel runs, as well as outdoor kennel runs.

Housing standards—Feline: Valley will provide a separate ward apart from the canine ward with adequate cages.

All animals will receive food and fresh water twice daily. Housing areas will be cleaned a minimum of twice daily, animal temperament permitting.

Exercise: Canine that appear adaptable to current outside conditions will be given exercise twice a day in the outside runs, weather, temperament and breed permitting.

Depositing or drop-off of animals: The County may impound animals at any time by depositing animals in appropriately numbered cages or runways provided at the pound. The County official shall record the cage or runway number, the location where the animal was picked up, a brief description of the animal and any other pertinent information regarding the animal, such as injuries, biting incidents and other data which might be relevant. The name, address and phone number of any person who shall have been bitten by any animal shall be also recorded. Forms for such purpose shall be supplied by Valley and shall be available at all times at the animal pound.

During regular business hours, dead animals may be brought to the pound. The cause and circumstances of the animal's death will be recorded. After regular business hours, dead animals will be handled by the County officer for disposal or for future testing, if deemed necessary. Deceased animals will be disposed of after a seven (7) day holding period.

A citizen may turn an animal into the pound provided that the citizen is not the owner of the animal and the animal has not been in the citizen's possession for more than five (5) days since it was found.

A citizen may surrender their own animal to the pound for a fee determined by Valley. The citizen will not have the right to any information regarding the animal after they have surrendered it.

## Claiming of Animals

Valley (Pound Service) shall take and receive telephone calls during regular operating hours from people inquiring about a pound animal. At all other times, a recorded message will instruct callers as to hours of operation and how to claim an animal.

Upon receiving a request to claim an animal by an owner, Valley will display any animal that resembles the lost/missing animal as described by the owner. Pound staff will display animals for identification from 8:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 12:00 p.m. on Saturdays. The exception will be when a holiday is on a weekday or Saturday, or holidays that primarily are considered long weekends (such as Memorial Weekend, Labor Day Weekend, Thanksgiving Weekend), the pound is not required to be open if Valley is closed.

1. The owner must provide written proof of citation paid from the County Courthouse and written proof of current rabies vaccination from the animal's veterinarian. If owner cannot provide written proof of current rabies vaccination, Pound personnel may call the veterinarian and obtain verbal proof. If rabies vaccination status cannot be confirmed Valley will vaccinate the animal if they are open. If on a Saturday that Valley is not open, the owner will be informed of their animal's rabies vaccination status and County vaccination requirements and the animal will be available for release on Monday as long as vaccination status can be provided from their veterinarian or rabies vaccination is given by Valley and County citation is paid.
2. An owner may be required to provide adequate proof of ownership (pictures, veterinary records, etc.) at the discretion of pound personnel.
3. A representative of Homeward Animal Shelter, Adopt-A-Pet, and Cat's Cradle shall be permitted to view impounded animals for possible adoption and may request that an animal be held for them if not claimed. All animals claimed by Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle, shall be vaccinated for rabies if they are of appropriate age prior to being released with such cost to be paid to Valley by Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
4. Any animal which is not claimed after expiration of the 5-day holding period may be surrendered to Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
5. Any animal placed with Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle can be returned to the pound within thirty (30) days for euthanasia at Valley's expense.
6. Valley will inform any person who wishes to claim an animal as to the citation at the County Courthouse, boarding charges, vaccination charges, or other costs that must be paid prior to claiming the animal.
7. Valley shall have authority to waive charges for costs of rabies vaccination and other veterinarian services, but shall not have authority to waive the fees of the County citation.

8. Upon expiration of the holding period, Valley will euthanize and properly dispose of all animals not claimed by the owner, Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
9. If an owner is unable to bail an animal out of the pound before expiration of the holding time, the animal may be held for an extra day provided the owner pays the boarding fee in advance. Unless such payment is made in advance, no animal is held beyond expiration of the holding time.

## Rabies Vaccination Services

Valley will have a veterinarian available during their normal business hours to administer rabies as needed to claimed animals. The cost of such service shall be charged to the person claiming the animal and shall be collected and retained by Valley.

Lab Charges for rabies testing ordered by the County will be billed directly to the County and are not the responsibility of Valley.

All rabies suspects will be handled according to County regulations.

## Rabies Vaccination Procedures

All dogs and cats four (4) months of age or older must have a current rabies vaccination before they may be released from the pound.

Acceptable proof of current rabies vaccination is only by means of:

1. Certificate of vaccination signed by a veterinarian;
2. Telephone certification from the vaccination facility that the animal has a current rabies vaccination.
3. If proof of current rabies vaccination is not available, Valley will vaccinate the animal during their normal business hours.

A "current" rabies vaccination is defined as:

1. A vaccination within the last twelve (12) months if it was the pet's first rabies vaccination;
2. Within the last thirty-six (36) months if it was the pet's second or more rabies vaccination.

Rabies tags alone are not sufficient proof of rabies vaccination.



## Animals Held for Rabies Observation (“HRO”)

An animal that has or is suspected of having rabies shall be quarantined and held for at least ten (10) days. If the animal in question is not claimed by an owner within the standard 5 day holding period, the animal may be humanely euthanized and sent for rabies testing at Valley’s expense. If the animal has a bite incident recorded by the County, Valley will notify the County of the animal’s rabies test result, or of the end of the quarantine period.

If an animal is claimed within the standard 5 day holding period, the owner must provide proof of current rabies vaccination, citation paid and the County must authorize the release of the animal. If no current rabies vaccination the animal must be quarantined for ten (10) days to ensure the animal is healthy. If rabies vaccination is current, the animal may be released and a Cass County officer must visually inspect the dog at the owner’s residence after 10 days to ensure the animal is of good health.

An owner of an HRO animal is responsible for paying all boarding, impounds fees and rabies vaccination, which must be paid before the animal is released

Immediate euthanasia and lab test will only be conducted if requested by a physician or public health department, or if prolonging the animal’s life is deemed inhumane, with charges to be billed to the County.

## Records

Valley shall record identification and description information for each animal impounded, including species, sex, color, size, and type. Valley shall record identification information such as license of rabies tag, or any other physical identification. Valley shall also make reasonable effort to notify possible owners of such animals. All animals that come into the pound will be scanned for a microchip, temperament permitting.

Valley shall keep a monthly report showing the following information:

1. Number of animals impounded by species,
2. Disposition of animals (claimed, adopted, euthanized, reason for euthanasia, etc.).

## Public Disclosure of Records

Valley will maintain a seven calendar day past history of impounded animals and disposition, i.e., adoption, euthanasia. When people call for information on an animal possibly impounded in the past, information will be limited to the preceding seven (7) days history and will include the final disposition of the animal. Animals not claimed by the owner or by an adoption agency will be euthanized the following day after the expiration of the animal’s holding period.

# Access of Media or other Groups to the Pound

No news media, public interest group, society, civilians, or organization will be allowed into the pound unless pre-approved by the County and accompanied and guided by County officials. Any such approved entry will only be through the rear parking lot entrance. Under no circumstances will any Valley personnel, including the pound supervisor, be responsible for dealing with media or public information requests.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Cass County Government

Valley Veterinary Hospital

By: \_\_\_\_\_  
Name: Chad Peterson  
Title: Cass County Commission Chairman

By: \_\_\_\_\_  
Name: Derine Winning, DVM  
Title: President