



Special City Council Meeting

Friday, February 20, 2026, at 9:00 AM

City Council Chambers, City Hall (10 3rd Ave SW)

Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ACTION ITEMS

3.1. LEASE AGREEMENT WITH WARD COUNTY

RECOMMENDED ACTION

It is recommended City Council review and consider approval of the temporary lease with Ward County and authorize the Mayor to sign.

3.2. HAIRBALL HAVEN SERVICES AGREEMENT

RECOMMENDED ACTION

It is recommended City Council review and consider approval of the temporary service agreement with Hairball Haven and authorize the Mayor to sign.

3.3. ANIMAL EMPOWERMENT LEAGUE SERVICES AGREEMENT

RECOMMENDED ACTION

It is recommended City Council review and consider approval of the temporary service agreement with the Animal Empowerment League and authorize the Mayor to sign.

4. ADJOURNMENT



TO: Mayor and Members of the City Council

FROM: Michael Frye, Chief of Police
Justin Sundheim, Police Captain

DATE: February 20, 2026

SUBJECT: LEASE AGREEMENT WITH WARD COUNTY

I. RECOMMENDED ACTION

It is recommended City Council review and consider approval of the temporary lease with Ward County and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Michael Frye, Chief of Police, 701-857-4700
Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

On January 23, 2026, City Council decided against entering into a renegotiated contract with SVAS. Since then, staff has been working diligently to ensure services will be able to be sustained in the interim until a new RFP process can occur. One of the tasks was to find a location for a shelter for dogs. The Ward County Commissioners approved a lease agreement on Tuesday, February 17, 2026, for 200 72nd St SE Building B. The presented contract is a temporary lease for 6 months to shelter up to (12) dogs on site.

B. Proposed Project

The lease agreement discusses many topics for which the City holds responsibility. This temporary shelter will allow for the RFP process to occur, while not having to discontinue services to the shelter of dogs. During the process of discovery with other animal organizations, there are no other animal organizations with onsite facilities. Thus, requiring City staff to enter into a short-term lease agreement for the utilization of space.

C. Recommendation Detail

It is recommended City Council review and consider approval of the temporary lease with Ward County.

IV. IMPACT

A. Service/Delivery Impact:

City staff is working diligently to get the space ready for transition. The Minot Police Department and SVAS have agreed the transition of dogs will occur on March 1, 2026. If the temporary space is not ready to house the animals, SVAS has agreed to continue services until the temporary shelter is up and running.

B. Fiscal Impact

The presented lease has no month-to-month rental costs. There are variable costs to some of the requirements of the lease in which City staff do not have a solidified number. Such items would include fencing, kennels, any flooring sealants, the waterline extension, insurance costs, installation of security cameras, any renovations or repairs of the space, etc.

Project Costs

Unsure at this time the complete cost to the City of Minot.

Project Funding

10021000-44340 2026 Budget of \$200,000 with an actual available balance of \$182,225.99

VI. ALTERNATIVES

The City Council could deny the agreement and direct staff on next steps.

LEASE AGREEMENT

Whereas, Ward County (hereinafter “County”) and the City of Minot (herein after “City”) do hereby enter into this lease agreement for purposes of allowing the City to utilize the southwest bay of Building B located at the Ward County Highway Department, 200 72nd St. SE, Minot, ND, for the purpose of sheltering dogs that come into the care of the City due to being stray and/or abandoned and/or neglected and/or abused, or such other lawful reasons.

Whereas, the City has certain ordinances relating to animals within City limits, and North Dakota law provides for the lawful seizure of animals under certain circumstances;

Whereas, the City has an interest in providing shelter for the animals to ensure humane care and control is taken for the animal’s wellbeing and protection;

Whereas, currently the City does not have a shelter available for purposes of boarding and sheltering the animals.

Whereas, the County does have space that can be utilized on a temporary basis, for this limited purpose.

Therefore, it is agreed:

The County shall make the space, described above, available to the City for the temporary boarding and sheltering of up to 12 dogs, at a time.

The City agrees to add the County and this property on to its insurance for purposes of liability and personal property.

The City agrees to hold harmless and indemnify the County for any accidents, lawsuits, or claims made against the City, for any activity, damages, or liability arising from this agreement.

The City agrees to staff the shelter. There will be a person on site during daytime hours (8:00 a.m. to 5:00 p.m.), and the shelter will be inspected hourly after that time to ensure the wellbeing of the animals and facility.

The County shall allow access to the building to designated employees of the City. The city will reimburse the county for the cost of providing access cards to the yard gate and Building B.

The City shall be responsible for any and all veterinary bills and care.

The City shall keep the areas utilized clean. This includes clearing and disposing of animal waste on a daily basis, including the interior and exterior areas utilized.

The County shall allow the City to fence off an approved area outdoors for purposes of creating an exercise area for the animals.

The City shall have security cameras installed, or reimburse the County to install cameras, on the interior and exterior areas to ensure security and safety of the people and animals utilizing the shelter.

The City shall take appropriate measures to minimize animal noise impacts.

The City will limit access to the property to City Staff, and those individuals under contract with the City to perform services.

The City agrees that any renovations that need to be made, including HVAC, odor and waste proofing, shall be paid by the City, and any renovations or repairs made by the County that are required for the City's use of the facility will be reimbursed.

The city agrees to reimburse the county to extend the existing a two-inch water line in the southeast bay into the adjacent bay to allow the Highway Department to access to a two-inch fill location.

City staff will be allowed to park directly in front of the garage door to the southwest bay for the purpose of drop-offs and short term parking, with the understanding that no more than two vehicles can be park in this area, and all other staff will need to park in the paved parking lot to the south.

The City agrees that upon the termination of this agreement, it shall return the property to its original conditions unless otherwise agreed upon by the County.

The City agrees to allow the Ward County Sheriff's Department to utilize and access the shelter, if needed, at no cost to the County or Sheriff.

The City agrees to pay additional utility costs to the County that is related to this agreement. This includes gas, electricity, water and sewer.

This agreement is intended as a temporary solution to the lack of shelter for dogs. It is understood this agreement and the City's use of the property shall be for six (6) months.


Ward County Chair

February 17th, 2026
date

City of Minot

date



TO: Mayor and Members of the City Council

FROM: Michael Frye, Chief of Police
Justin Sundheim, Police Captain

DATE: February 20, 2026

SUBJECT: HAIRBALL HAVEN SERVICES AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council review and consider approval of the temporary service agreement with Hairball Haven and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Michael Frye, Chief of Police, 701-857-4700
Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

On January 23, 2026, City Council decided against entering into a renegotiated contract with SVAS. Since then, staff has been working diligently to ensure services will be able to be sustained in the interim until a new RFP process can occur. Hairball Haven has offered to provide interim services for cats. The presented agreement is a temporary agreement with an effective termination date of August 31, 2026.

This is a standard services agreement with the City of Minot, but paragraph 4 includes language on the City Council having the authority to designate one individual to attend their Board Meeting as a City Representative. This position will not possess voting rights and may not attend executive sessions called by the Board of Directors. This services agreement also discusses how Hairball Haven will provide a written report to the City.

B. Proposed Project

If approved on February 20, 2026, the agreement with Hairball Haven will be effective February 27, 2026. This temporary service agreement will allow for the MPD to go through another RFP process approved by the City Council. This presented agreement will offer cat services on a per cat basis, with a monthly facility charge and potential vet care as a variable cost.

C. Recommendation Detail

It is recommended City Council review and consider approval of the temporary service agreement with Hairball Haven and authorize the Mayor to sign.

IV. IMPACT

A. Service/Delivery Impact:

Effective February 27, 2026, through August 31, 2026.

B. Fiscal Impact

Project Costs

- Cat Rescue Fee: \$53.00 per day per cat
- Facility Charge: \$921.00 per month
- Vet Care: Variable

Project Funding

10021000-44340 2026 Budget of \$200,000 with an actual available balance of \$182,225.99

VI. ALTERNATIVES

The City Council could deny the agreement and direct staff on next steps.



**SERVICES AGREEMENT
City of Minot and Hairball Haven**

This services agreement (hereinafter "Agreement") is entered into on this **27** day of **February 2026** ("Effective Date"), by and between the City of Minot, ND, located at 10 – 3rd Ave SW, Minot, ND 58701, a municipal corporation (hereinafter "City") and **Hairball Haven** (hereinafter "Provider"), located at 2105 – North Broadway, Minot, ND 58703, referred to individually as "Party" and collectively as "Parties."

WHEREAS, the City is in need of temporary pound services for felines; and

WHEREAS, the Provider has agreed to provide such services; and

WHEREAS, the City desires to engage Provider to perform these services; and

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Term. The term (Term) of this Agreement shall be from the Effective Date through **August 31, 2026.**
2. Scope of Services. Provider agrees to provide the services outlined in **Exhibit 1** which is attached and incorporated into this Agreement by reference.
3. Fees and Compensation. Provider may charge the fees outlined in **Exhibit 2.** Provider shall remit a monthly invoice for the Facility Charge and the previous month's services rendered. Payment shall be made on a monthly basis, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services and Facility Charge prorated to the date of termination.
4. Board Meeting attendance. Provider hereby acknowledges and agrees that the City Council shall have the authority to designate one individual to attend their Board Meeting (hereinafter referred to as the "City Representative"). The nomination and appointment of the City Representative shall be made at the sole discretion of the City Council, and the City Representative shall be entitled to attend and participate in all regular meetings and deliberations of the Provider's Board. The City Representative shall not be an official member of the Board of

Directors that possesses voting rights, and may not attend executive sessions called by the Board of Directors.

5. Reports. By the fifth (5th) business day of each month, Provider shall submit a written report to the City, setting forth the specific activities and deliverables taken to achieve the obligations outlined in Exhibits 1 and 2 of this Agreement.
6. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
7. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both Parties, executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either Party upon thirty (30) calendar days' written notice to the other Party of the terminating Party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the termination notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or fails to diligently perform the work in a manner that reasonably ensures completion of this Agreement in accordance with its terms.
 - iii. Notice Requirement: The City shall provide written termination notice to Provider identifying (i) the Services the City alleges Provider has failed to provide and/or (ii) the other provisions of this Agreement the City alleges Provider has failed to perform. Termination pursuant to this Paragraph 7c shall only be effective if Provider fails to cure the deficiencies identified in the City's notice within fifteen (15) calendar days of Provider's receipt of the City's written notice.
 - d. The rights and remedies of City provided in this Paragraph 7 are not exclusive and are in addition to any other rights and remedies provided by North Dakota law or under this Agreement.

8. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail or email and are complete on the date postmarked or sent when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Hairball Haven
c/o Finance Director	c/o Director
P.O. Box 5006	P.O. Box 3597
Minot, ND 58702	Minot, ND 58702-3597
finance@minotnd.gov	hairballhavenfr@gmail.com

9. Independent Contractor. It is expressly understood and agreed that all employees, agents, and representatives of Provider performing its duties under this Agreement shall at all times be considered employees of Provider and not employees of the City. Nothing in this Agreement shall be construed to create an employment relationship between the City and any employee or agent of the Provider. Provider shall be solely responsible for the compensation, benefits, insurance, and all employment-related obligations of its personnel.
10. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling City to terminate in accordance with Paragraph 7(c) of this Agreement.
11. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's General Records Retention Schedule. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within thirty (30) calendar days of receipt.
12. Compliance with Public Records Laws. Provider understands that City must disclose to the public upon request any records it receives from Provider as required by North Dakota's public records law. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota

public records law. Provider agrees to contact City promptly upon receiving a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.

13.Indemnification. Provider indemnifies and holds harmless the City, its employees, its elected officials, and any other agents or subcontractors of this Agreement for any claims or causes of action arising from any actions Provider's employees and volunteers take while performing and providing services contemplated by this Agreement.

14.Insurance. At its sole cost, Provider shall secure and keep in force during the Term of this Agreement, and any extensions thereof, from insurance companies authorized to do business in the state of North Dakota with an "A-" rating or greater by A.M. Best Company, Inc., less than an "A-" rating must be approved by the City, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence. The City, its agents, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured; and
- b. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence; and
- c. Workers' compensation coverage, if applicable, meeting all statutory requirements; and
- d. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement.

Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Paragraph 7(c).

15.Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.

- 16.Assignment. Neither Party may assign or otherwise transfer or delegate any right or duty without the other Party's express written consent.
- 17.Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
- 18.Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that term. If one or both Parties claim the illegal or unenforceable term was a material term of the Agreement, then the Parties shall renegotiate the Agreement to address the illegal or unenforceable term in an equitable manner.
- 19.Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right to enforce that provision at a later date.
- 20.Attorneys' Fees. In the event a lawsuit is initiated by either Party to obtain performance due under this Agreement, the non-prevailing Party shall, except if specifically prohibited by ND law, pay the prevailing Party's reasonable attorneys' fees and costs in connection with the lawsuit.
- 21.Authority to Execute Agreement. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each Party, its successors and assigns in accordance with its terms.
- 22.Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the

exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

- 23.Entire Agreement and Modification. This Agreement, including any Exhibits, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
- 24.Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, and all of which together constitute one and the same instrument. Electronic and scanned signatures shall be valid and binding.
- 25.Headings. Any headings or subheadings shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.
- 26.Hold Over. If Provider invoices and City pays after this Agreement expires, this Agreement shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until renewed or terminated, in writing.
- 27.Effectiveness of Agreement. This Agreement is effective upon being fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Mark Jantzer, Mayor

Date: _____

Mikayla McWilliams, City Clerk

Date: _____

David Lakefield, Finance Director

Date: _____

HAIRBALL HAVEN

Natalie Davy, Director

Date: _____



EXHIBIT 1

HAIRBALL HAVEN (PROVIDER) SERVICES AGREEMENT SCOPE OF SERVICES

1. Scope of Services. Provider agrees to provide the following services to the City in accordance with this Agreement:
 - a. Boarding Facility: Provider shall provide a boarding facility for felines impounded by the City.
 - b. Feline Boarding: Boarding for all felines impounded by the City includes: food, water, bedding, cat litter, cleaning and disinfecting kennels, cleaning and disinfecting supplies, and kennel staff to facilitate boarding services.
 - c. Capacity: Provider's boarding facilities must have the capacity to house a minimum of fifteen (15) felines each month.
 - i. Sick Felines: The Provider's facility must have a separate area to hold felines that are suspected of being injured, sick, or having a contagious condition(s).
 - d. Staffing: Provider shall ensure the provision of feline boarding services by maintaining an appropriate number of qualified and competent staff to carry out such services, and shall monitor and evaluate the quality, appropriateness, and safety of such services provided to the City.
 - i. Staffing Minimum: A minimum of one (1) veterinarian or one (1) veterinarian assistant and one (1) kennel support staff, available during normal business hours, Monday through Friday, 8:00am to 5:00pm, and available on an on-call basis for assistance to the Minot Police Department (MPD), as needed.
 - ii. On-call Veterinary Services: Provider must have a

veterinarian or a veterinarian assistant available, on an on-call basis, twenty-four (24) hours a day, seven (7) days a week.

2. Fees: The Parties agree to the Fee Schedule as detailed in Exhibit 2 to this Agreement. Provider and MPD staff will note the time when impounding animals, and calculating a 'day' will be done in 24-hour increments from the recorded impound time. For example: If a feline is impounded at 1pm on Thursday, one 'day' will run at 1pm on Friday. A minimum of 1 day will be calculated for each cat impounded regardless of the total number of hours held in impound.
3. Examinations: Regular feline examinations requested by MPD personnel will be conducted at no charge to the City unless medications or other veterinary supplies are needed and are used, or veterinary services are required after regular hours of operation.
4. Holding Periods: Provider agrees or adheres to the following procedures:
 - a. If not claimed by their owner, Felines will be held for a minimum of three (3) business days unless otherwise provided in state law (hereinafter, "Hold Period"). Monday through Friday are considered business days, and the initial impound day, Saturday, and Sunday, are not included in the total number of days. For example: If an animal is impounded on Friday, that animal will be held Saturday, Sunday, Monday, Tuesday, and Wednesday. Provider and MPD staff will note the time when impounding animals, and calculating a 'day' will be done in 24-hour increments from the recorded impound time. For example: If a feline is impounded at 1pm on Thursday, one 'day' will run at 1pm on Friday.
 - b. The felines are to be fed at least twice a day. Water is provided as needed.
 - c. At a minimum, felines are to be checked a minimum of twice daily by Provider staff.
 - d. The kennels shall be cleaned and disinfected daily.
5. Injured Felines: MPD patrol supervisor will determine to what extent an

injured feline will be treated. No feline will be treated by a veterinarian without authorization by MPD patrol supervisor.

6. Reporting Requirements: Provider will have a representative available to collect fees during regular business hours. Provider will also designate a representative to be responsible for preparing a monthly report to the City outlining services provided pursuant to this Agreement, due no later than the fifth (5th) business day of the following month. This report will include, but is not limited to, the number of felines impounded, euthanized, released to owner, or rescued by Provider; occupancy rate for rented kennels; fees charged to the City; impound fees paid by an owner reclaiming the feline; as well as impound fees waived by the MPD. Provider will also designate representatives to be responsible for answering calls regarding felines impounded by the City, doing research to assist citizens who call, and assisting with other requests from the MPD.
7. Facility Access: The facility must be accessible to MPD personnel twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
8. Euthanasia and Disposal: Provider will be responsible for euthanasia and disposal of felines in accordance with Exhibit 2 to this Agreement. Before euthanasia or disposal, Provider shall obtain authorization from MPD to proceed.
9. Food/Water: Provider is responsible for all necessary food, water, litter, and cleaning supplies that are required to maintain proper care for the felines and facilities.
10. Special Care: If a feline with special care needs is impounded, it will be Provider's responsibility to provide the necessary food, bedding, litter, and whatever items may be needed to properly care for the feline at no additional expense to the City.



EXHIBIT 2

HAIRBALL HAVEN FELINE RESCUE (PROVIDER) SERVICES AGREEMENT FEE SCHEDULE

Provider shall bill the City on a monthly basis using the attached pricing model and cost notes. The facility fees and charges will be billed at the end of the month and would be due on NET 30 terms.

EXHIBIT 2

MINOT CITY FELINE RESCUE SERVICE

Proposed Vendor Pricing Model

and Approximate Monthly Cost to City based on Scenarios

COST COMPONENTS:

- 1. Cat Rescue Fee
- 2. Facility Charge
- 3. Vet Care (variable)*

- 1. Cat Rescue Fee: **\$53.00 PER DAY/PER CAT** (reimbursed by total number of CAT/DAYS per month)
- 2. Facility Charge: **\$921 PER MONTH** (set fee per month)

To help the city budget accordingly, below are two monthly cost scenarios based on an estimated “low/slow month” and on an estimated “high/busy month”.

Scenario A--“Low/Slow” Month:

CSO intakes--

15 cats in one month

Each cat stays avg. 4.5 days in shelter

- 1. Cat Rescue Fee: **\$3,577.50**
- 2. Facility Charge: **\$921.00**

TOTAL Invoiced to City Month A: \$4,498.50

Scenario B--“High/Busy” Month:

CSO intakes--

35 cats in one month

Each cat stays avg. 4.5 days in shelter

- 1. Cat Rescue Fee: **\$8,347.50**
- 2. Facility Charge: **\$921.00**

TOTAL Invoiced to City Month B: \$9,268.50



*Scenarios assume no vet care required during month.

EXHIBIT 2

MINOT CITY FELINE RESCUE SERVICE

Cost Notes

1. Cat Rescue Fee: **\$53.00 PER DAY/PER CAT**

•**Labor: \$45.84 per cat/per day**

- Kennel Attendant (cleaning/scooping, feeding, grooming, 2xdaily)
- Vet Tech/Vet Assistant (intake exam; 1xdaily health assessment)
- Pound Manager (intake administration, financial and staff oversight, invoicing and reporting)

•**Out of Pocket: \$7.16 per cat/per day**

- Food
- Shelter, Feeding/Litter Supplies, Bed/Blanket, Toys
- Cleaning/Sanitizing Supplies

2. Facility Charge: **\$921.00 PER MONTH**

- Rent (undermined amount currently, in discussions with property owner)
- Utilities: Water, Electricity, Heat, Garbage
- Parking
- Snow removal
- Internet/Phone
- Insurance

**Does not include emergency repair and/or needed facility improvements*

***Calculated as set fee based on % of vendor 's average monthly expenses*

3. Veterinarian Care=Variable. As needed, cost reimbursable.

After-hours/emergency professional medical care:

- Vet Tech in-person visit--\$50 flat fee
- Telehealth consultation with Veterinarian--\$100 flat fee
- Veterinarian in-person visit--\$325 flat fee

Medications and Services:

- Rabies vaccine for (only) cats returned to owner--\$25
- Emergency euthanasia--\$125
- Cremation--TBD



TO: Mayor and Members of the City Council

FROM: Michael Frye, Chief of Police
Justin Sundheim, Police Captain

DATE: February 20, 2026

SUBJECT: ANIMAL EMPOWERMENT LEAGUE SERVICES AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council review and consider approval of the temporary service agreement with the Animal Empowerment League and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Michael Frye, Chief of Police, 701-857-4700
Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

On January 23, 2026, City Council decided against entering into a renegotiated contract with SVAS. Since then, staff has been working diligently to ensure services will be able to be sustained in the interim until a new RFP process can occur. Animal Empowerment League will be entering into a temporary agreement to staff the facility Ward County has offered in the lease agreement from Item 3.1. The presented agreement is a temporary agreement with an effective termination date of August 31, 2026.

This is a standard services agreement with the City of Minot, but paragraph 4 includes language on the City Council having the authority to designate one individual to attend their Board Meeting as a City Representative. This position will not possess voting rights and may not attend executive sessions called by the Board of Directors.

B. Proposed Project

If approved on February 20, 2026, the agreement with the Animal Empowerment League will be effective February 25, 2026. This temporary service agreement will allow for the MPD to go through another RFP process approved by the City Council. This presented agreement will offer staffing services for the dogs at the temporary animal shelter.

C. Recommendation Detail

It is recommended City Council review and consider approval of the temporary service agreement with the Animal Empowerment League and authorize the Mayor to sign.

IV. IMPACT

A. Service/Delivery Impact:

Effective February 25, 2026, through August 31, 2026.

B. Fiscal Impact

Project Costs

This is a fixed monthly staffing rate paid at the beginning of each month for staffing services at the temporary dog shelter. The monthly cost will be \$13,083.33 with veterinary care as a variable cost. The contract also contemplates a \$49.95/day fee for dogs and \$2.00/day fee for exotic/pocket pets. These additional fees are daily rates not per animal rates.

Project Funding

10021000-44340 2026 Budget of \$200,000 with an actual available balance of \$182,225.99

VI. ALTERNATIVES

The City Council could deny the agreement and direct staff on next steps.



SERVICES AGREEMENT
City of Minot and Animal Empowerment League

This services agreement (hereinafter "Agreement") is entered into on this **25** day of **February 2026** ("Effective Date"), by and between the City of Minot, ND, located at 10 – 3rd Ave SW, Minot, ND 58701, a municipal corporation (hereinafter "City") and **Animal Empowerment League** (hereinafter "AEL" or "Provider"), located at 25 – 19th Ave. SE, Minot, ND 58701, referred to individually as "Party" and collectively as "Parties."

WHEREAS, the City is in need of temporary pound services for dogs, exotic animals, and pocket pets; and

WHEREAS, the Provider has agreed to provide such services; and

WHEREAS, the City desires to engage Provider to perform these services; and
NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Term. The term (Term) of this Agreement shall be from the Effective Date through **August 31, 2026.**
2. Scope of Services. Provider agrees to provide the services outlined in **Exhibit 1** which is attached and incorporated into this Agreement by reference. For purposes of this Agreement, the term 'exotic animals' shall mean any animal except for felines, livestock, and pocket pets. The term 'livestock' shall mean any animal raised for food, fiber, labor, and profit. The term 'pocket pets' shall mean any small mammals kept as pets including rodents.
3. Fees and Compensation. Provider may charge the fees outlined in **Exhibit 2.** City shall pay each month's fees in advance, and Provider shall remit a receipt confirming each month's fees were received. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
4. Board Meeting attendance. Provider hereby acknowledges and agrees that the City Council shall have the authority to designate one individual to attend their Board Meeting (hereinafter referred to as the "City Representative"). The

nomination and appointment of the City Representative shall be made at the sole discretion of the City Council, and the City Representative shall be entitled to attend and participate in all regular meetings and deliberations of the Provider's Board. The City Representative shall not be an official member of the Board of Directors that possesses voting rights, and may not attend executive sessions called by the Board of Directors.

5. Reports. By the fifth (5th) business day of each month, Provider shall submit a written report to the City, setting forth the specific activities and deliverables taken to achieve the obligations outlined in Exhibits 1 and 2 of this Agreement.
6. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
7. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both Parties, executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either Party upon thirty (30) calendar days' written notice to the other Party of the terminating Party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the termination notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or fails to diligently perform the work in a manner that reasonably ensures completion of this Agreement in accordance with its terms.
 - iii. Notice Requirement: The City shall provide written termination notice to Provider identifying (i) the Services the City alleges Provider has failed to provide and/or (ii) the other provisions of this Agreement the City alleges Provider has failed to perform. Termination pursuant to this Paragraph 7c shall only be effective if Provider fails to cure the deficiencies identified in

the City's notice within fifteen (15) calendar days of Provider's receipt of the City's written notice.

d. The rights and remedies of City provided in this Paragraph 7 are not exclusive and are in addition to any other rights and remedies provided by North Dakota law or under this Agreement.

8. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail or email and are complete on the date postmarked or sent when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Animal Empowerment League
c/o Finance Director	c/o Executive Director
P.O. Box 5006	25 – 19 th Ave SE
Minot, ND 58702	Minot, ND 58701
finance@minotnd.gov	kasey@aelrescue.org

9. Independent Contractor. It is expressly understood and agreed that all employees, agents, and representatives of Provider performing its duties under this Agreement shall at all times be considered employees of Provider and not employees of the City. Nothing in this Agreement shall be construed to create an employment relationship between the City and any employee or agent of the Provider. Provider shall be solely responsible for the compensation, benefits, insurance, and all employment-related obligations of its personnel.
10. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling City to terminate in accordance with Paragraph 7(c) of this Agreement.
11. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's General Records Retention Schedule. In the event Provider's records are audited by a third party, Provider

shall provide the City with the results of the audit within thirty (30) calendar days of receipt.

12. Compliance with Public Records Laws. Provider understands that City must disclose to the public upon request any records it receives from Provider as required by North Dakota's public records law. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon receiving a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
13. Indemnification. Provider indemnifies and holds harmless the City, its employees, its elected officials, and any other agents or subcontractors of this Agreement for any claims or causes of action arising from any actions Provider's employees and volunteers take while performing and providing services contemplated by this Agreement.
14. Insurance. At its sole cost, Provider shall secure and keep in force during the Term of this Agreement, and any extensions thereof, from insurance companies authorized to do business in the state of North Dakota with an "A-" rating or greater by A.M. Best Company, Inc., less than an "A-" rating must be approved by the City, the following insurance coverages:
 - a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence. The City, its agents, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured; and
 - b. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence; and
 - c. Workers' compensation coverage, if applicable, meeting all statutory requirements; and
 - d. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement.

Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Paragraph 7(c).

- 15.Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
- 16.Assignment. Neither Party may assign or otherwise transfer or delegate any right or duty without the other Party's express written consent.
- 17.Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
- 18.Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that term. If one or both Parties claim the illegal or unenforceable term was a material term of the Agreement, then the Parties shall renegotiate the Agreement to address the illegal or unenforceable term in an equitable manner.
- 19.Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right to enforce that provision at a later date.
- 20.Attorneys' Fees. In the event a lawsuit is initiated by either Party to obtain performance due under this Agreement, the non-prevailing Party shall, except if specifically prohibited by ND law, pay the prevailing Party's reasonable attorneys' fees and costs in connection with the lawsuit.
- 21.Authority to Execute Agreement. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding

obligation, enforceable against each Party, its successors and assigns in accordance with its terms.

22.Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

23.Entire Agreement and Modification. This Agreement, including any Exhibits, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

24.Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, and all of which together constitute one and the same instrument. Electronic and scanned signatures shall be valid and binding.

25.Headings. Any headings or subheadings shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.

26.Hold Over. If Provider invoices and City pays after this Agreement expires, this Agreement shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until renewed or terminated, in writing.

27.Effectiveness of Agreement. This Agreement is effective upon being fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Mark Jantzer, Mayor

Date: _____

Mikayla McWilliams, City Clerk

Date: _____

David Lakefield, Finance Director

Date: _____

ANIMAL EMPOWERMENT LEAGUE

Kasey Breuer, Executive Director

Date: _____



EXHIBIT 1

ANIMAL EMPOWERMENT LEAGUE (PROVIDER) SERVICES AGREEMENT SCOPE OF SERVICES

1. Scope of Services. PROVIDER agrees to provide operational support and staffing at the City temporary pound facility for dogs, exotic animals, and pocket pets impounded by the City. PROVIDER shall ensure the provision of such services by maintaining an appropriate number of qualified and competent staff to carry out such services, and shall monitor and evaluate the quality, appropriateness, and safety of such services provided to the City.
2. Fees: The Parties agree to the Fee Schedule as detailed in Exhibit 2 to this Agreement. Provider and MPD staff will note the time when impounding animals, and calculating a 'day' will be done in 24-hour increments from the recorded impound time. For example: If an animal is impounded at 1pm on Thursday, one 'day' will run at 1pm on Friday. A minimum of 1 day will be calculated for each animal impounded regardless of the total number of hours held in impound.
3. Examinations: AEL will conduct intake examinations as requested by MPD personnel at no charge to the City unless medications or other veterinary supplies are needed and are used, or veterinary services are required.
4. Holding Periods: PROVIDER agrees or adheres to the following procedures:
 - a. Animals will be held for a minimum of three (3) business days unless otherwise provided in state law (hereinafter, "Hold Period"). Monday through Friday are considered business days, and the initial impound day, Saturday, and Sunday, are not included in the total number of days. For example: If an animal is impounded on Friday, that animal will be held Saturday, Sunday, Monday, Tuesday, and Wednesday.
 - b. The animals are to be fed twice a day. Water is provided as needed.

- c. At a minimum, animals are to be checked twice each day.
 - d. The kennels shall be cleaned and disinfected daily.
5. Injured Animals: A MPD supervisor will determine to what extent an injured animal will be treated. No animal will be treated by a veterinarian without authorization by a MPD supervisor.
 6. Reporting Requirements: PROVIDER will designate a representative to be responsible for preparing a monthly report to the City outlining the City Animal Pound services provided pursuant to this contract, due no later than the fifth (5th) business day of the following month. This report will include, but is not limited to, the number of animals impounded, euthanized, released to owner, or rescued; and fees charged to the City. PROVIDER will also designate representatives to be responsible for assisting with requests from the MPD.
 7. Facility Access: The facility must be accessible to MPD personnel twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
 8. Euthanasia and Disposal: PROVIDER will be responsible for euthanasia and disposal of the animals in conjunction with MPD.
 9. Food/Water/Supplies: PROVIDER is responsible for advising MPD of all necessary food, water, and supplies that are required to maintain proper care for the animals and pound facilities. PROVIDER will coordinate with MPD to procure any food, water, or supplies not included in their fee schedule and will include the detailed cost breakdown for the supplies on its monthly invoices to the City. PROVIDER will not purchase any specialty food, water, or supplies without first receiving written permission from MPD, which may be received via text or email.



EXHIBIT 2

ANIMAL EMPOWERMENT LEAGUE (PROVIDER) SERVICES AGREEMENT FEE SCHEDULE

Provider shall bill the City of Minot on a monthly basis. Provider will send a detailed invoice to the City listing the cost of each item with its monthly invoices for reimbursement. The staffing fees are due in advance on the 1st of each month. Animal Care Fees and any other miscellaneous charges will be billed at the end of the month and would be due on NET 30 terms.

1. STAFFING FEES: Provider will charge the City of Minot the following fees to staff the City of Minot's temporary pound and insure the AEL employees:
 - a. AEL Staff/Volunteers: \$13,083.33/month
 - b. These fees will include at least one AEL staff member or volunteer is available 24 hours/day through the duration of this Agreement to provide the services described in Exhibit 1.
2. ANIMAL CARE FEES: This will cover bedding, food, euthanasia, cremation/disposal, bathing/grooming, medicine, ID tags, and other miscellaneous supplies necessary to care for the animals:
 - a. Dogs: \$49.95/day. This daily rate will be charged for dogs as a category regardless of the number of dogs impounded at intake or the number of dogs currently housed.
 - b. Exotic animals/Pocket Pets: \$2.00/day. This daily rate will be charged to provide care for exotic animals and pocket pets as a category regardless of the number of animals impounded at intake or the number of animals currently housed.

