Agreement of Understanding

On this day of March, 2016, the City of Monticello, Minnesota, hereinafter referred to as the City, and Township of Clear Lake, hereinafter referred to as the client, so hereby agree as follows:

- 1. The city, upon reasonable request from the client, shall open the Animal Impound Facility for the delivery and intake of stray, unwanted, or loose animals in the custody of the client. The client shall provide the City with all pertinent information known about animals delivered including, but not limited to, attacks on humans, ownership, veterinary medical history, disposition and any information known by the client that affects the public health and safety.
- 2. The City shall provide shelter, care, and feeding for the animals while impounded.
- 3. The client shall pay to the City an annual fee and a fee per day for impoundment set by the City's annual fee schedule. The client shall be contacted before picking up an animal if call came from a toxident. State statute requires the holding of strays for 5 business days. Saturday and Sunday are not considered a business day.
- 4. The City shall, upon completion of the required impoundment duration, deliver the animal to a qualified professional for humane disposal (euthanasia), or adopt the animal through the Humane Society, or private adoption.
- 5. The client shall reimburse the City a fee per the City's annual fee schedule for any type of disposal of an animal, including euthanasia, private adoption, or Humane Society adoption.
- 6. The City shall prepare and issue monthly an itemized state of charges showing dates, length of impoundment, disposal, and when possible, the name of the owner of the animal.
- 7. The City shall hold the client harmless for any damage to the impound facility caused by any animal properly delivered to the facility.
- 8. The City shall hold the client harmless for any injury to and/or damage to the possessions of the City Animal Control Officer while the animal is impounded or otherwise under the responsibility of the City.
- The City shall hold the client harmless against all claims of maltreatment, négligence, and/or wrongful death of any animal while the animal is impounded or otherwise under the responsibility of the City.
- 10. Either party, upon 30-day written notice to the other party, may discontinue this agreement.

This agreement is hereby adopted and entered into the _	ls+ of March, 2016.
Orth Revel	LH/bo
City of Monticello	Clear Lake Township
City Administrator	