

**MEMORANDUM OF UNDERSTANDING**  
**Between the City of Albion and Town & Country Vet Clinic**

1. **Purpose.** This Memorandum shall set forth the understanding between the City of Albion, Nebraska, a Nebraska municipality, (hereinafter the “City”), and Vet Clinic, P.C., a Nebraska professional corporation, (hereinafter the “Clinic”), regarding the control of stray animals in the City of Albion.
2. **Definitions.** For the purpose of this Memorandum, the following definitions shall apply:
  - a. “Stray Animal” shall mean any unrestrained dog or cat captured by law enforcement whose owner is not readily available.
3. **Kennel Access.** During business hours, law enforcement officers may bring the stray animal into the clinic for examination and boarding. After business hours, law enforcement officers will have access to a kennel through a coded door. When a stray animal is brought in after hours by law enforcement, the depositing officer shall notify Clinic staff of the same within a reasonable amount of time.
4. **Examination, Vaccination, and Boarding.** The stray animal shall be scanned for a microchip and examined by a Clinic veterinarian. The examination will occur within a reasonable time of the stray animal being deposited at the Clinic, unless the stray animal is in need of immediate medical attention. The veterinarian will ensure that the stray animal is healthy and free of any infectious diseases. The stray animal will be given a Bordetella oral vaccination and flea/tick treatment upon examination. The stray animal will also be given a rabies vaccination if no proof of said vaccination is provided to the Clinic within 48 hours.
5. **Discharge.** Before any stray animal is discharged to its owner, all costs of boarding, including medical treatment(s) and vaccination(s), must be paid by the owner. A law enforcement officer shall be present at the time any stray animal is discharged.
6. **Unidentified Owner.** If no owner is identified for a stray animal presented to the Clinic within seven (7) days, the stray animal will be relinquished to the Clinic to be placed for adoption or transported to the nearest shelter.
7. **Fees.** Fees shall be assessed as follows:
  - a. If no owner is identified, the City shall pay for the boarding, examination, vaccination, flea/tick treatment, and transportation fees of the stray animal. A fee schedule is attached hereto as Exhibit A and incorporated herein.
  - b. If the kennels are otherwise full at the Clinic, the City shall pay \$14.00 per day, plus tax, to reserve a kennel for stray animals.

8. **Duration.** This Memorandum shall be ongoing between the parties. Either party may terminate this Memorandum by providing written notice to the other party at least sixty (60) days in advance.

a. If notice is given to the City, it shall be provided as follows:

City of Albion  
Attn: Mayor  
420 W Market St.  
Albion, NE 68620

b. If notice is given to the Clinic, it shall be provided as follows:

Town & Country Vet Clinic  
Attn: Jeremy Young  
2572 State Hwy 14  
P.O. Box 310  
Albion, NE 68620

9. **Entire Agreement.** This Memorandum shall consist of the entire agreement between the parties.

10. **Amendments and Modifications.** Any amendments or modifications to this Memorandum shall be made in writing and signed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF ALBION, NEBRASKA,

\_\_\_\_\_  
James Jarecki, Mayor

VET CLINIC, P.C.,

\_\_\_\_\_  
Jeremy Young, Owner