Animal Humane Society
and
<Municipality>

Letter of Understanding for Impound Housing Services
2022

1. Animal Humane Society (AHS) agrees to provide the following services:
   a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
   b. AHS is unable to house wildlife or farm animals.
      i. Exceptions can be made for chickens with prior approval of the site manager at AHS.
   c. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
   d. Euthanasia services as deemed necessary by an AHS veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
   e. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
   f. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
   g. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
   h. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
   i. AHS will follow internal policy and best practice for unclaimed animals. **<Municipality>** may request and view AHS policies at any time.

2. AHS expectations:
   a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.

b. AHS has the sole authority to disposition all animals that have not been reclaimed upon the expiration of the legally designated holding period.
c. AHS will not accept feral cats seized under municipal authority by your municipality's CSO or ACO.
d. AHS is not responsible for collecting any fees from an owner for a municipality.

3. **<Municipality>** agrees to:
   a. Adhere to the drop off procedure set forth by AHS including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for community service or animal control officers will be provided.
   b. Adhere to state laws and local ordinances that apply to the handling of stray or abandoned animals and the seizure and return of animals to their owners.
   c. Direct citizens where to take stray animals when not receiving permission for impoundment at AHS.
   d. Seek care for injured or sick animals prior to drop off in the event that it is after hours and/or AHS veterinary staff is not on duty.
   e. Pay the designated fees for each animal cared for from your municipality.
      i. AHS will charge a standard hold fee of $208 per canine or feline and a $48 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
      ii. AHS will charge a municipality mandated quarantine fee of $416 per canine or feline that is held for a quarantine or other holding period lasting more than 5 days independent of who claims the animal after that hold.
      iii. AHS will charge a $24 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the standard fee. In these instances, AHS will charge the owner the additional reclaim fees.
      iv. AHS will charge a $24 administrative/processing fee for disposal of any cadavers brought to and AHS facility by a representative of the municipality.
      v. **<Municipality>** is responsible for fees if the owner does not reclaim by the last day of the stray hold.
   f. Adhere to AHS policy and best practice for unclaimed animals. **<Municipality>** may request and view AHS policies at any time.
   g. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after-hours drop off.
   h. Ensure that the municipality's CSO/ACO uses his/her discretion in the field as to whether or not to impound an animal. AHS is not responsible for those decisions.
   i. Be available to members of your community to resolve their concerns related to the actions of your ACO/CSO officers and your municipality's procedures, policies and requirements.

4. Administration

a. AHS will bill the municipality at the end of each quarter on a fiscal calendar year. Billing will be mailed in the first month following the end of the quarter. Payment is expected within 30 days of receipt of billing.
b. AHS will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
c. Any billing disputes must be raised within 10 days of receipt of billing.
d. The AHS agrees to maintain all data received from **<Municipality>** in the same manner as **<Municipality>** as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
e. Insurance Requirements.
    i. Liability. AHS agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Upon request **<Municipality>** shall be named as an additional insured.
    ii. Automobile Liability. If AHS operates a motor vehicle in performing the services under this agreement, AHS shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit.
    iii. Workers' Compensation. AHS agrees to comply with all applicable workers' compensation laws in Minnesota.
    iv. Certificate of Insurance. The AHS shall deliver to **<Municipality>** a Certificate of Insurance as evidence that the above coverages are in full force and effect.
f. Indemnification:
    i. AHS. To the fullest extent permitted by law, AHS agrees to defend and indemnify **<Municipality>**, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of AHS, AHS's subcontractor(s), or anyone directly or indirectly employed or hired by AHS, or anyone for whose acts AHS may be liable. AHS agrees this indemnity obligation shall survive the completion or termination of this agreement.
    ii. **<Municipality>**. To the fullest extent permitted by law, **<Municipality>** agrees to defend and indemnify AHS, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of **<Municipality>**, or anyone directly or indirectly employed or hired by **<Municipality>**, or anyone for whose acts **<Municipality>** may be liable. **<Municipality>** agrees this indemnity obligation shall survive the completion or termination of this agreement.

This agreement is based on a one year commitment, which is renewed annually from the date your administrator signs the agreement below. If the municipality brings animals to AHS without a signed contract, it will be assumed that the agreement is extended for term of the next contract. The agreement can be ended at any time by either party with a 30 day written notice.

This agreement is entered into on the _____ day of _____, 201_ by

_____   _____
Janelle Dixon, President & CEO   Signed on behalf of Municipal Authority
Animal Humane Society

                                                    _____
                                                    Printed Name and Title

                                                    _____
                                                    Signed on behalf of Municipal Authority

                                                    _____
                                                    Printed Name and Title