

State of Minnesota
County of Watonwan

RESOLUTION NO. 07.26.02

**RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER
INTO THE DOG IMPOUND TRANSPORTATION AND BOARDING AGREEMENT
WITH THE CITY OF DARFUR**

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF ST.
JAMES, WATONWAN COUNTY, MINNESOTA, as follows:**

Section 1. The St. James Mayor and St. James City Manager are hereby authorized and directed to sign the Dog Impound Transportation and Boarding Agreement with the City of Darfur.

Adopted by the City Council this 7th day of July 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

DOG IMPOUND TRANSPORTATION AND BOARDING AGREEMENT

THIS AGREEMENT, made and entered this **7th** day of **July**, 2026, by and between the City of St. James, a municipal corporation (City), and the City of Darfur, a municipal corporation (Darfur).

WHEREAS, the parties to this agreement are desirous of entering into an agreement concerning services of the City's Dog Impound Officer in situations involving a dog running at large and;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY OF ST. JAMES, BY ITS CITY COUNCIL AND THE CITY OF DARFUR, BY ITS CITY COUNCIL, HEREBY AGREE AS FOLLOWS:

1. That the purpose of this agreement is to establish, in writing, the contractual rights, obligations and remedies of the parties hereto in respect to:
 - a. Providing City dog impound transportation and impound services in circumstances involving a dog running at large within the city limits of Darfur, MN.
 - b. Such other various and sundry miscellaneous matters as may be agreed upon by the parties.
2. That Darfur shall, at the discretion of the Mayor or City Clerk utilize the City's dog impound officer in circumstances relating to dogs running at large within incorporated areas of the City of Darfur.
3. In consideration of the dog impound transportation services provided by the City for circumstances where dogs are running at large, Darfur does hereby agree to pay the sum of Two Hundred and no/100 (\$200.00) Dollars per occurrence, not to exceed to six (6) occurrences per calendar year to said City for dog impound transport services to the City's dog impound facility.
4. The parties agree that if the City is requested by Darfur's Mayor or City Clerk to go into incorporated areas of Darfur, MN for purposes for transporting a dog that is running at large, the City dog impound officer shall be responsible for transporting said dog to the City's dog impound facility and the City shall board and feed for said dog for a maximum of five (5) days.
5. In consideration of the use of the City's dog impound facility in circumstances relating to dogs running at large, Darfur does hereby agree to pay the sum of Thirty

and no/100 (\$30.00) Dollars per day for a maximum of five (5) days to said City for the use of the facility. This said amount does not include veterinary services or additional fees associated to said dog. In the event that said dog cannot be relocated within the five (5) days, Darfur does hereby agree to euthanize and reimburse the City the cost of said procedure.

6. That all payments due and owing by Darfur to the City, pursuant to the terms of this Agreement, shall be invoiced by the St. James Police Department and payable within Thirty (30) days.
7. That the effective date of this Agreement shall be July 7, 2026, and continue through December 31, 2031.
8. That this Agreement may be terminated by either the City or Darfur, with or without cause, by either party giving Thirty (30) days written notice of said parties' intent to terminate.

IN WITNESS WHEREOF, both parties have hereunto set their hands this 7th of July, 2026.

CITY OF DARFUR

CITY OF ST. JAMES

Mayor

Christopher Whitehead, Mayor

City Clerk

Amanda Knoll, City Manager