

AGREEMENT FOR JOINT ANIMAL IMPOUND
FACILITIES AND SERVICES

THIS AGREEMENT is entered into this _____ day of _____,
20__ by and between the City of Blue Earth, Faribault County, the City of Elmore, the City of
Winnebago and the City of Wells.

WHEREAS, the above stated parties recognize that there is a serious and growing
problem with the proper, humane and lawful impounding of nuisance, potentially dangerous and
dangerous animals within the respective governmental jurisdictions of the named parties hereto;
and

WHEREAS, the parties hereto have separately sought proposals for proper animal
impound facilities and services and have found limited facilities and service providers in the
area; and

WHEREAS, the parties hereto share a mutual geographic area as well as a need for an
adequate impound facility to kennel the combined impounded animals of said jurisdictions; and

WHEREAS, participating together in the sharing and management of an impound facility
and impound services may result in substantial monetary savings for the citizens and
governments of said parties.

NOW THEREFORE, in consideration of the mutual promises and benefits that each
party shall derive herefrom, the parties hereto enter into this Agreement for the joint
administration of an animal impound facility and services and agree as follows:

1. The general purpose of this Agreement is to provide a proper, humane and legal
animal impound facility to be used to enforce the respective ordinances of the parties hereto, as
well as the laws of the State of Minnesota.

2. An Animal Control Advisory Board shall have the responsibility of determining and directing all necessary actions to obtain, maintain and manage the running of an animal impound facility, including the proper care of the animals held therein. The Board shall consist of one representative from each governing body of the parties hereto. Each party shall appoint its representative. The Board shall meet on an as needed basis, but no less frequently than semi-annually.

3. The original impound facility for this joint powers venture shall be the current impound facility (dog pound) owned and operated by the City of Blue Earth. Said facility shall be rented to the Joint Powers Animal Control Advisory Board for the payment of \$1.00 per year.

4. The parties hereto recognize that responsibility for facility costs, maintenance and staffing services should be apportioned between the parties hereto. The parties hereto agree to divide responsibility for said expenses as follows:

City of Blue Earth	_____%
Faribault County	_____%
City of Elmore	_____%
City of Winnebago	_____%
City of Wells	_____%

Said cost allocation is based upon the respective populations of the parties hereto.

5. This agreement commences _____ and shall terminate _____ or upon a vote of a majority of the parties hereto to terminate this agreement, whichever occurs first.

6. The parties hereto shall obtain and maintain all necessary insurance coverage, including but not limited to worker's compensation, general liability, unemployment and property casualty coverages needed to meet the intent and purpose of this agreement.

7. Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties hereto.

8. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this _____ day of _____, 20____.

CITY OF BLUE EARTH

By: _____
Its Mayor

By: _____
Its City Administrator

CITY OF ELMORE

By: _____
Its Mayor

By: _____
Its City Administrator

CITY OF WELLS

By: _____
Its Mayor

By: _____
Its City Administrator

FARIBAULT COUNTY

By: _____
Its County Board Chairperson

By: _____
County Commissioner

CITY OF WINNEBAGO

By: _____
Its Mayor

By: _____
Its City Administrator