

**MEMORANDUM OF UNDERSTANDING
SANTA CLARA CITY & FRIENDS OF IVINS ANIMAL SHELTER**

This Memorandum of Understanding ("Agreement") is entered into by and between SANTA CLARA CITY, a municipality and political subdivision of the State of Utah ("Santa Clara City" or the "City") and FRIENDS OF IVINS ANIMAL SHELTER, a Utah nonprofit corporation, ("FIAS").

Santa Clara City Animal Control Philosophy

It is the philosophy of Santa Clara City that no adoptable animal shall be euthanized if it can be adopted into a suitable home or transferred to a qualified rescue organization.

The Santa Clara Municipal Animal Shelter, or its designee, operates under the "No Kill" philosophy, a facility within the parameters of and lawful constraints imposed by virtue of its municipal status. As such, the "No Kill" philosophy designation does not preclude the euthanization of any animal when such action is necessary to ensure the public health, safety and welfare, nor does it prohibit the euthanization of sick or injured animals when no viable humane alternative remains as determined by the Santa Clara – Ivins Public Safety Director or his/her designee.

RECITALS

Whereas, Santa Clara City and FIAS are cooperatively working together such that the Santa Clara City Municipal Animal Shelter (the "shelter") can operate a "No Kill" philosophy facility; and

Whereas, Santa Clara City and FIAS has entered into this Memorandum of Understanding with the knowledge that this is a trial program to establish the feasibility of Santa Clara Municipal Animal Shelter becoming a "No Kill" municipal shelter by ordinance.

Whereas, the Parties are desirous of entering into this Memorandum of Understanding to clarify the functions and responsibilities of each in this endeavor;

Now, therefore the Parties hereby agree to the :

AGREEMENT

1. Functions and Responsibilities of Santa Clara City.

- a. Santa Clara – Ivins Police shall be solely responsible for all animal control functions throughout the city and at the shelter or its contracted shelter designee.
- b. Santa Clara City shall be responsible for providing an animal shelter building by virtue of its municipal status
- c. Such animals will be kept and supported in accordance with city policy and any outlined procedures set forth herein.
- d. Santa Clara City will provide, free of charge, the Reception Room at City Hall to host fundraisers, education classes and other events directly associated with the enhancement of the Santa Clara “No Kill” philosophy animal shelter. It is expressly understood no animals will be brought into the building unless approved by the City Manager.
- e. Santa Clara City will provide, free of charge, parks for adoption events.

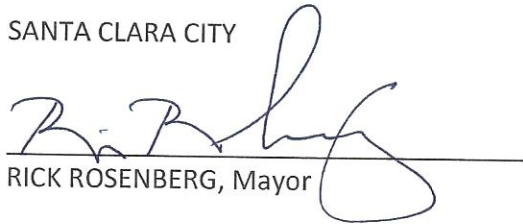
2. Functions and Responsibilities of FIAS

- a. When an animal enters the shelter, FIAS shall be responsible for, at its expense, all care related to the animal.
 - (1) Food and litter
 - (2) Spay /neuter
 - (3) Vaccinations including Rabies
 - (4) Emergency health care
 - (5) General health care
- b. While the animal is in the shelter, FIAS shall be responsible for keeping the animal on Petfinder.com until animal is adopted.
- c. While the animal is in the shelter FIAS shall be responsible for advertising and adoption events to assist in placement of the animal in a desirable home or placed with a qualified rescue group.
- d. FIAS will assist with organizing and training of volunteer staff.
- e. FIAS will organize fundraisers to benefit the remodel of Santa Clara Municipal Shelter and other needs to ensure all care of the animals in the Santa Clara City Animal Shelter.

1. Termination: This agreement is a **non-binding** memorandum of understanding; therefore, it may be terminated at any time with a written courtesy notice given to the other party.

This Agreement shall become effective when executed by all Parties and approved by the Santa Clara City Council.

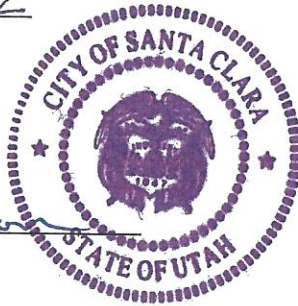
SANTA CLARA CITY


RICK ROSENBERG, Mayor

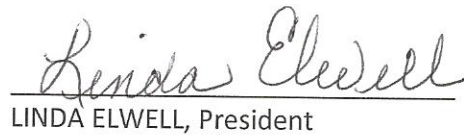
Dated: 8-23-2012

Attested:


City Recorder



FIAS


LINDA ELWELL, President

Dated: 8-27-12