

## MEMORANDUM AGREEMENT

This Memorandum Agreement is between Richland Area Rescue, Inc. c/o Judy Elliott, President, 30083 County Trunk Highway O, Richland Center, WI 53924 (hereinafter "RICHLAND AREA RESCUE") and Richland County, a quasi-municipal corporation of the State of Wisconsin, c/o **Derek Kalish**, County Clerk, Courthouse, Richland Center, WI 53581 ("THE COUNTY") which parties agree as follows:

1. RICHLAND AREA RESCUE shall:

(a) pick up, transport, care for, shelter and dispose of all stray, neglected or abandoned animals that are referred to it by, or on behalf of, THE COUNTY's Sheriff's Department, including animals impounded as evidence by THE COUNTY's Sheriff's Department, except:

i. any stray, neglected or abandoned animal found in the City of Richland Center.

ii. farm livestock and horses.

(b) provide veterinary services and be responsible for all costs related to the care of animals in their custody, including quarantined animals.

(c) be responsible for costs of related veterinary services and other costs involved in dog bite orders from THE COUNTY'S Health and Human Services Department coming into their possession under this Memorandum Agreement.

(d) comply at all times with the record keeping requirements of Wisconsin Statutes section 173.17, and with the requirements of Wisconsin Statutes section 173.23, regarding the disposition of animals. Copies of those two sections of the Wisconsin Statutes are annexed hereto as Exhibit A.

2. THE COUNTY shall pay RICHLAND AREA RESCUE \$1,500.00 a month on or about the first day of each month (hereinafter “the base payment”). All expenses incurred in carrying out this Memorandum Agreement shall be paid by RICHLAND AREA RESCUE.

3. RICHLAND AREA RESCUE, which is in the business of operating an animal pound, meaning that it receives animals brought to it by persons or entities other than THE COUNTY, shall at all times while carrying out this Memorandum Agreement be an independent contractor and not an employee of THE COUNTY. RICHLAND AREA RESCUE shall at all times keep animals received from the Sheriff’s Department physically separate from other animals during the 7 days which it may have at its pound.

4. RICHLAND AREA RESCUE shall maintain the following standards for each dog received from THE COUNTY:

- a. The facility should provide a minimum of 24 square feet for each dog while protecting it from severe weather conditions.
- b. The floor of each run or pen should be a solid surface such as concrete which can be cleaned and disinfected between animals.
- c. The sides of each run should prevent animal to animal contact.
- d. Runs should be cleaned and bedded daily.
- e. Fresh, clean water and food must be provided daily.
- f. No more than one dog should be housed in a run, unless it’s a mother with pups or 2 smaller dogs.
- g. Adequate ventilation must be provided at all times.
- h. A daily record should be kept at the facility listing all animals that are impounded.
- i. Runs should be disinfected between animals.

- j. Random inspection should be done whenever animals are impounded. An inventory should be taken and conditions noted.
- k. Impounded animals should be kept separated from others until they are released.

5. If, in the exclusive judgment of THE COUNTY, RICHLAND AREA RESCUE is not complying with any of the terms of this Memorandum Agreement, THE COUNTY may elect to proceed in one of the following two ways:

- a. If, in the judgment of THE COUNTY, the noncompliance does not create an emergency and can be corrected, THE COUNTY shall give RICHLAND AREA RESCUE 30 days written notice detailing the non-compliance and giving RICHLAND AREA RESCUE a deadline of the 30 day period in which to correct the noncompliance;
- b. If, in the judgment of THE COUNTY, the noncompliance appears not to be correctable or creates an emergency, THE COUNTY may give RICHLAND AREA RESCUE written notice that this Memorandum Agreement is terminated as of the date of the notice. THE COUNTY shall pay RICHLAND AREA RESCUE on a pro-rata basis up to the date of such notice.

6. RICHLAND AREA RESCUE shall at all times maintain in good standing such license(s) for operating a dog pound as may be required by the State of Wisconsin. RICHLAND AREA RESCUE shall promptly notify THE COUNTY of any loss, revocation or suspension of any license necessary to carry out this contract. RICHLAND AREA RESCUE shall comply with any rabies directive made to it by any competent authority regarding any animal in their possession.

7. This contract shall run between January 1, 2022 through December 31, 2026.

8. RICHLAND AREA RESCUE shall charge no more than its actual costs of care, custody or treatment to any person required to pay for the care, custody or treatment of an animal.

9. On or before the 15<sup>th</sup> day of each month RICHLAND AREA RESCUE shall file a written report with the COUNTY's Law Enforcement Committee providing the following information as to each animal held by RICHLAND AREA RESCUE during the previous month. These written reports shall be sent to:

Mr. Aaron Wallace  
Chief Deputy Sheriff  
Richland County Courthouse  
181 West Seminary Street  
Richland Center, WI 53581

These reports shall include the following information concerning each animal held by RICHLAND AREA RESCUE during the previous month:

1. A physical description of the animal.
2. The date that custody was taken of the animal, the date the animal was delivered into the possession of another person and the identity of the person to whom delivered.
3. The reason for taking custody of the animal
4. The ultimate disposition of the animal, including the name and address of any person into whose custody the animal was ultimately released.

10. This Memorandum Agreement constitutes the entire agreement between the parties.

FOR RICHLAND AREA RESCUE:

_____	_____
Judy Elliott	date signed
President	
Richland Area Rescue, Inc.,	
a Wisconsin corporation	

FOR THE COUNTY:

_____	_____
Clay J. Porter	date signed
Sheriff of Richland County	
Signature authorized by	
Resolution #_____ adopted by	
the Richland County Board of	
Supervisors at its _____, 2021 session	