**Memorandum of Understanding**

This Memorandum of Understanding (the “Memorandum”) is made on **May 12th, 2020**, by and between **Souris Valley Animal Shelter,** of **1935 20th Ave SE, Minot, North Dakota, 58701** (hereinafter referred to as “**SVAS**”) and **Minot YWCA**, of **205 3rd Ave SE, Minot, ND 58701** (hereinafter referred to as “**YWCA**”) for the purpose of achieving the various aims and objectives relating to the **Emergency Housing** (the “Project”).

WHEREAS **SVAS** and **YWCA** desire to enter into an agreement in which **SVAS** and **YWCA** will work together to complete the Project;

AND WHEREAS **SVAS** and **YWCA** are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

PURPOSE

The purpose of this Memorandum is to provide the framework regarding the **Emergency Housing** between **SVAS** and **YWCA**.

OBLIGATIONS OF THE PARTNERS

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is united, visible, and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services:

COOPERATION

The activities and services for the Project shall include, but are not limited to:

1. Services to be rendered by **SVAS** include:
   1. Statement of Release of animals to SVAS will be conducted by SVAS staff and the client seeking emergency housing for their animal
   2. Once the client submits a Statement of Release and the animal is residing with SVAS, food & water will be supplied at the expense of SVAS.
      1. If the animal needs to remain on special food, SVAS will follow the animal’s usual diet to the best of staff ability.
   3. Heating, electric, and any other related utility costs will be at the expense of SVAS.
   4. While the animal is in the care of SVAS, SVAS will take responsibility for medical bills.
      1. SVAS will not be responsible for medical bills after the animal has been returned to the owner.
   5. Any medications the animal is currently on should be supplied by the owner. However, SVAS staff will follow the treatment regimen.
   6. Any of the animal’s personal belongings can be left with them at SVAS. SVAS staff will diligently try to keep their items with them but cannot be responsible for loss or damage to the animal’s property.
   7. SVAS understands that there may be occasional deviation from the ideal intake process. This generally will happen with clients who are coming to the YWCA from out of the area to utilize services. In this case, SVAS may ask the client to call the YWCA (701-838-1812) to verify they will be receiving services.
   8. SVAS understands that client information is confidential and will protect client information.
   9. SVAS will assess, with the client, at intake if the animal is in any immediate danger from other individuals and will place the animal within the facility appropriately.
   10. SVAS will monitor the animal's length of stay (LoS) in the animal shelter. SVAS will keep the emergency housing animal for 35 days maximum. LoS refers to the total days an animal is housed in the shelter. It is important to note that although the shelter provides a great resource in the community, that there is a high level of stress present in the shelter environment that can adversely affect an animal's mental and emotional well-being.
       1. Exception: If the animal’s FAS (Fear, Anxiety, Stress) & Frustration level is less than 2 and housing them longer than 35 days is needed for the owner to become stable for the animal’s return
       2. Exception: May need to reduce the time in the shelter if FAS & Frustration level is over 3 and does not improve (no more than 21 days)
       3. FAS & Frustration Level to be determined by trained shelter staff.
   11. SVAS identifies 4 individuals that the YWCA can expect to be contacted by in regards to **Emergency Housing**:
       1. Executive Director
       2. Assistant Director of Shelter Operations
       3. Assistant Director of Animal Welfare
       4. Animal Welfare Manager
   12. The owner will complete a “Return to Owner” form when reclaiming their animal and will not owe any fees
2. Services to be rendered by **YWCA** include:
   1. YWCA will communicate emergency housing options and expectations of working with SVAS to the client when appropriate.
   2. YWCA will provide the opportunity for the client to improve communication lines between SVAS and YWCA about their animal with a Release of Information if the client chooses to do so.
   3. YWCA will intake the animal with the client seeking emergency services (most commonly). YWCA will then contact the SVAS for an intake appointment.
   4. YWCA diligently attempts to keep ESA (Emotional Support Animals) with the client at the crisis center.
   5. Emergency housing intakes should be scheduled by appointment with SVAS whenever possible. Ideally, intakes are scheduled between the hours of 9a-12p Monday through Saturday. This helps keep the animal’s stress level lower and keeps the intake appointment more private for the client. SVAS and YWCA understand that in an emergency situation, this may not always be achievable but that SVAS strives to comply with FearFree practices as best as reasonably possible.
   6. Intakes should, whenever possible, be scheduled by YWCA staff so that SVAS staff is fully aware that the animal needing emergency housing has an appropriately serviced client with the YWCA. Without this knowledge, SVAS cannot be certain that a client is truly needing emergency services or if they are abusing emergency services available from SVAS.
   7. Clients using the emergency housing program are always welcome to visit their pets during open public hours (if it is understood that they will be reclaiming the pet). If they would like to visit their pet during non-public hours, it should be by appointment. Public hours are Tuesday - Saturday, 13:00-18:00. At times, extenuating circumstances may require SVAS to be by appointment only. In these cases, clients should call the shelter at (701) 852-6133 to schedule an appointment time to visit with their pet.
   8. Clients using the emergency housing program who decide to not reclaim their pet - SVAS asks that they do not visit the animal as the animals can be traumatized.
   9. YWCA agrees that the above stated LoS for animals is an above average length of time to reside in a shelter (long-term residents) but that the LoS’s have been determined to be reasonable and appropriate for the ultimate goal of reuniting the animal with the client.
   10. YWCA agrees that the animal shelter operates as a FearFree certified shelter and that SVAS staff has the animal's physical and mental health in mind with the maximum LoS and exceptions stated above.
   11. YWCA agrees that they will provide their own staff time & materials to care for the animal temporarily until intake is scheduled with SVAS

TERM

The arrangements made by the Partners by this Memorandum shall remain in place from **May 30, 2020** until **May 29, 2060**. The term can be extended only by agreement of all of the Partners.

UNDERSTANDING

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

1. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
2. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
3. Nothing in this memorandum shall obligate the Partners of this Memorandum to the transfer of funds.
4. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
5. This Memorandum will be effective upon the signature of both Partners.
6. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.
7. No liability will arise or be assumed between the Partners as a result of this Memorandum.
8. This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and Memorandums, whether written or oral.
9. This Memorandum shall be construed in accordance with the laws of the State of **North Dakota**.

The following Partners support the goals and objectives of the **Emergency Housing** :

SIGNATORIES

This Agreement shall be signed on behalf of **Souris Valley Animal Shelter** and on behalf of **Minot YWCA**. This Agreement shall be effective as of the date first written above.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ SVAS Staff Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SVAS Name (Printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SVAS Staff Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ YWCA Staff Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YWCA Name (Printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YWCA Staff Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_