

## ANIMAL CONTRACT

THIS CONTRACT is entered into by and between the City of Fremont, a municipal corporation in Dodge County, Nebraska, sometimes hereinafter referred to as "City," and the Dodge County Humane Society, a Nebraska non-profit corporation with its principal place of business at 787 S. Luther Road, Fremont, Nebraska 68025, hereinafter referred to as "DCHS."

### RECITALS

WHEREAS, in furtherance of the health, welfare, and safety of the residents and citizens of the City of Fremont, the City recognizes the need for control of animals; and,

WHEREAS, the statutes of the State of Nebraska and the ordinances of the City of Fremont provide laws governing the care and control of animals; and,

WHEREAS, the City has no pound master to enforce said state laws or city ordinances;

WHEREAS, under the provisions of the Fremont Municipal Code, the Mayor and the City Council are authorized to enter into a Contract for the purpose of providing a shelter and staff for carrying out the enforcement of City ordinances or state laws dealing with animal care and control; and,

WHEREAS, DCHS has a lease with the City for a shelter and maintains a staff and is capable and desirous of providing the City with certain enumerated services to enforce and carry out the laws and ordinances for the care and control of animals within the limits of the City of Fremont during the term of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### 1) DUTIES OF THE CITY:

The City, in fulfilling the conditions of the Contract for services rendered, agrees and covenants with DCHS as follows:

- a) To cooperate with DCHS and to furnish the services of the City Police Department, whenever, in the sole determination of the City, it shall be necessary to aid in the enforcement and administration of the City ordinances under the Fremont Municipal Code.
- b) To assist DCHS with animal license requirements and compliance.
- c) To pay DCHS the compensation set forth in paragraph 4 hereof.
- d) To review and monitor all the activities and functions of the DCHS relating to this Contract.
- e) To prescribe accounting systems for records and accounts.

- f) To require progress reports, including an annual Contract Completion Report, of the activities and functions of the DCHS.
- g) To be responsible for and issue press releases regarding any interruption in Services.

2) **DUTIES OF DCHS:**

In carrying out the terms of this Contract, DCHS agrees to provide the following services:

- a) To furnish a monthly report of its activities to the Chief of Police of the City of Fremont. This report will include "Tracking" stats in regards to the number of animals entering and exiting the facility; euthanasia's and reason for the action including "intakes and dispositions" as well as micro chipping records.
- b) To issue licenses required and to enforce and carry out all licensing requirements relating to animals under the Fremont Municipal Code.
- c) To act as pound master and to carry out the duties provided under the Fremont Municipal Code, or as hereafter amended, and, within its authority, to enforce all laws, City ordinances, and rules and regulations of the City of Fremont and the State of Nebraska, relating to the control of animals, both domestic and wild, except animals considered vermin such as rats or mice, within the city limits and to utilize the assistance of the Fremont Police Department in the enforcement of the above laws.
- d) To furnish the services of a shelter, shelter director, and staff to enforce and administer the provisions of the Fremont Municipal Code and Chapter 28, Article 10 of the Statutes of Nebraska.
- e) To be the lead agency for animal control services in disaster situations.
- f) To furnish the services as identified on Exhibit "A" hereto and incorporated herein by reference (the "Services").

3) **TERM:**

This contract shall be in full force and effect from the date of signing through and including the end of the twelfth month thereafter. The City has the option to renew this agreement if DCHS agrees to do so for an additional one (1) year term.

4) **COMPENSATION:**

In consideration of the services herein provided, the City agrees to pay DCHS the sum specified herein below, payable as follows:

Amount agreed to is a total of \$87,550.00 the first year of the term payable in monthly installments after services are rendered. First payment to be made in the month following for the month for which services were rendered, and the same for the following months.

Further, DCHS shall be entitled to a sum equal to \$1.00 issuance fee per license of the license fees collected by DCHS for licensing animals pursuant to ordinances and regulations of the City of Fremont, Nebraska.

All impound release fees collected by DCHS shall be retained by DCHS and shall not be considered as Compensation to DCHS hereunder.

5) **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

Annexed hereto as Exhibit "B," and made part hereof by reference, are the equal employment provisions of this Contract. Refusal by DCHS to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

- a) Withholding of all future payments under the involved contract to DCHS in violation until it is determined DCHS is in compliance with the provisions of the Contract;
- b) Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as DCHS demonstrates it has established and shall carry out the policies of the program as herein outlined.

6) **NON-DISCRIMINATION:**

DCHS shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age or disability as recognized under 42USCS § 12101 et. seq. and Fremont Municipal Code, political or religious opinions, affiliations, or national origin.

7) **CAPTIONS:**

Captions used in this Contract are for convenience and are not used in the construction of this Agreement.

8) **APPLICABLE LAW:**

Parties to this Contract shall conform to all existing and applicable City ordinances, resolutions, state laws, federal laws and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.

9) INTEREST OF THE CITY:

Pursuant to Fremont ordinances, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or Council.

DCHS leases the facility from which it operates from the City and any capital improvements or permanent additions or modification to the facility, or its fixtures, must be approved by the City in writing and if approved will be subject to compliance with the City's procurement policies.

10) INTEREST OF THE CONTRACTOR:

DCHS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Contract; it further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

11) MERGER:

This Contract shall not be merged into any other oral or written contract, lease, or deed of any type, except as is set forth in the current lease between the City and DCCHS. This is the complete and full agreement of the parties.

12) MODIFICATION:

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

13) ASSIGNMENT:

DCCHS may not assign its rights under this Contract without the express prior written consent of the City.

14) STRICT COMPLIANCE:

All provisions of this Contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative. All provisions of this Contract will comply with federal, state and local regulations and DCCHS will provide proof of compliance.

15) INDEMNIFICATION:

DCCHS shall indemnify and save harmless the City of Fremont, its officers,

employees, and agents from all claims, suits, or actions of every kind and character made upon or brought against the said City of Fremont, its officer, employees, and agents for or on account of any injuries or damages received or sustained by any party or parties as a result of the negligence of the said DCHS or its servants, agents, and subcontractors in performing the work under this Contract.

16) CODE PROVISIONS:

During the term of this Contract, DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipal Code and shall be required to:

- a) Maintain records and accounts, including property, personnel, and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b) Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c) Retain such records and accounts for a period of five years;
- d) Submit an annual budget to the City Administration;
- e) Not exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.
- f) Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g) Submit to the City Administration a Contract Completion Report; and;
- f) Be subject to all federal, state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair Employment Practices Ordinance, and the provisions of the City Code of the City of Fremont.

17) VEHICLE:

DCHS will provide a suitably equipped vehicle for the use of the DCHS employees to respond to animal control calls. The insurance, maintenance, repair and servicing of such vehicle shall be the responsibility of DCHS.

18) AUTHORIZED REPRESENTATIVE:

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

1. City of Fremont  
Chief of Police  
Fremont Police Department  
725 N. Park Ave.  
Fremont, NE 68025

2. Dodge County Humane Society  
President/CEO  
787 S. Luther Road  
Fremont, NE 68025

19) Assigned DCHS employees will be "on call" and be available to respond to animal control calls six days per week, Monday through Saturday, except for the following holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Calls between 5:00 p.m. and 8:00 a.m. shall be to address emergencies only. The shelter facility will be closed on Sundays and the foregoing holidays and employees will not be on call on those days, except by special agreement between DCHS and the City of Fremont Chief of Police.

EXECUTED this 19 day of JULY, 2016.

ATTEST:

DODGE COUNTY HUMANE SOCIETY (DCHS)  
A Nebraska Non-Profit Corporation

  
\_\_\_\_\_  
Treasurer

By:   
\_\_\_\_\_  
President of the Board of Directors

EXECUTED this 18<sup>th</sup> day of July, 2016.

ATTEST:

CITY OF FREMONT, a Municipal Corporation

Tyler Hill  
City Clerk, City of Fremont

By:

Scott Geizschman  
Scott Geizschman, Mayor



## EXHIBIT "A"

### SERVICES PROVIDED TO THE CITY OF FREMONT BY THE DODGE COUNTY HUMANE SOCIETY

1. Dogs at large complaint/lost-found animal
  - a. DCHS handles all calls during normal business hours.
  - b. After business hours police will meet people who transport animals at shelter to place animal.
  - c. If people finding/capturing animals can't transport, DCHS will come out and pick animal up, during business hours.
  - d. Police will not chase or transport animals.
2. Barking dog complaints.
  - a. DCHS will respond to barking dog complaint during business hours. They will then report findings and action taken to dispatch. If necessary police will respond to issue citations.
  - b. After business hours police will handle barking dog complaints.
3. Cruelty
  - a. DCHS will respond to animal cruelty complaints during business hours. They will then report findings and action taken to dispatch. If necessary, police will respond to issue citations.
  - b. Police will handle animal cruelty cases after business hours. If necessary DCHS will respond to impound animals.
4. Deceased animal pick-up – private and/or public property
  - a. DCHS will pick up animals during business hours.
  - b. After business hours, animal will be left until business hours unless it creates some traffic or other potential hazard in which case DCHS will be called out.
  - c. Police will not pick up dead animals.
5. Wildlife
  - a. DCHS will respond to all wild animal calls during business hours.
  - b. DCHS will respond to wild animal calls after business hours only in the case of emergencies.
  - c. Police will respond to wild animal calls only when necessary to terminate an animal as decided by DCHS or that is threatening humans.
6. Rabies (animal bites)
  - a. Police will handle all animal bites. Reports will be forwarded to DCHS for follow up. DCHS will be responsible for follow up but police will work with DCHS for enforcement.
  - b. DCHS will respond during business hours and after business hours if necessary for impoundment and/or quarantine of animals, or other emergency circumstances.
7. Dangerous Animal capture and containment
  - a. Police will respond to all vicious animal calls.
  - b. DCHS will respond during business hours or after business hours if requested by police.
8. DCHS shall capture, secure, remove and impound in a humane manner any dog violating any of the provisions of the municipal code. The dogs so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded dog shall be kept and maintained at the pound for a period of not less than three (3) working days excluding holidays and weekends, unless reclaimed earlier by the

owner. Notice of impoundment of animals whose owners are not known including significant marks or identifications, shall be available at the Police Department within twenty-four hours after impoundment as public notification of such impoundment. If the owner is known, he/she shall be notified as soon as possible by the DCHS. Any dog may be reclaimed by its owner during the period of impoundment by the payment of fees which are set forth on Exhibit C, which fees may be changed from time to time by the DCHS, with the approval of the City. The owner shall be required to comply with the licensing and rabies vaccination requirements of the Municipal Code before the dog is released. If the dog is not claimed at the end of the required waiting period, after public notice has been given, the DCHS may humanely dispose of the dog provided that if, in the judgment of the DCHS, a suitable home can be found for any such dog, the dog shall be turned over to that person and the new owner shall be required to pay all fees and meet all licensing and vaccinating requirements of the Municipal Code.

9. Livestock

a. Loose livestock not on owner's property shall be captured by DCHS during normal business hours. Such captured animals will be treated as dogs are treated and processed pursuant to paragraph 8 hereof.

10. Animal control calls within the city limits of Fremont dispatched at the request of the Fremont Police Department pursuant to this Agreement and within normal business hours, shall have priority over all other non-emergency matters, subject to availability of DCHS employees.

11. Euthanasia duties will be performed by licensed veterinary personnel.

## EXHIBIT "B"

### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, "Contractor" agrees as follows:

- 1) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- 2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin, age, disability.
- 3) Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) Contractor shall furnish to the City Contract Compliance Officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the City Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this Exhibit and only after reasonable advance written notice is given to Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- 5) Contractor shall take such actions as the City may reasonably direct as a means of enforcing the provisions of Paragraph (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
- 6) Contractor shall file, if any, compliance reports with Contractor in the same form and to

the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the City Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractor.

- 7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause," and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each sub-contractor or vendor.
- 8) The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 9) This contract will be declared void if for any reason signor of this agreement is found not to have legal authority to bind DCHS.

EXHIBIT "C"

1. Impound (Intake) Fee, per animal - \$40.00

After normal business hours said fee will be \$50.00 per animal.

2. Boarding of Dogs - \$10.00 per night

3. Boarding of Cats - \$10.00 per night

4. Additional boarding of sick or dangerous animals \$20.00 per night plus any medical expenses incurred for treatment.

5. Rabies quarantine - \$20.00 per night plus impound (intake) fee

6. No proof of current Rabies Vaccination - \$10.00

## AMENDMENT NO. 1 TO ANIMAL CONTRACT

This **AMENDMENT NO. 1 TO ANIMAL CONTRACT** (this "Amendment") is made as of September 12, 2017 ("Effective Date") by and between City of Fremont, Nebraska a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and Dodge County Humane Society, a Nebraska non-profit corporation ("DCHS"), whose address for the purposes of this Agreement is 787 S Luther Road, Fremont, NE 68025. Each of City and DCHS are sometimes referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

A. **WHEREAS**, City and DCHS are Parties to an Animal Contract, dated July 14, 2016, under which DCHS agreed to provide shelter and staff for carrying out the enforcement of City ordinances or state laws dealing with animal care and control within the City of Fremont, for annual sum of \$87,550, plus \$1.00 issuance fee per license fee collected by DCHS; and

B. **WHEREAS**, the Parties mutually desire to modify certain terms and conditions of the Animal Contract (originally dated July 14, 2016), as more fully set forth herein.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

- (a) Amending Section 3. Term of the Animal Contract (originally dated July 14, 2016) by replacing the paragraph with the following language:

This contract shall be in force and effect six (6) years from the date of signing through September 30, 2023, however, either party may terminate this agreement for cause upon thirty (30) days written notice to the other party, and notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within sixty (60) days of the receipt of said notice. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this agreement without the prior written consent of the other.

At expiration of the agreement, the term shall be month to month, subject to agreement by both parties. The City has the option to renew this agreement if DCHS agrees to do so for another six (6) year term.

- (b) Amending Section 4. Compensation of the Animal Contract (originally dated July 14, 2016) by replacing the section with the following language:

In consideration of the services herein provided, the City agrees to pay DCHS the sums specified herein below; payable as follows:

A total of \$92,365.00 the first year of the term,  
A total of \$97,445.00 the second year of the term,  
A total of \$100,339.00 the third year of the term,

A total of \$103,319.00 the fourth year of the term,  
A total of \$106,388.00 the fifth year of the term, and  
A total of \$109,547.00 the sixth year of the term.

Payments are in monthly installments after services are rendered.

Further, DCHS shall be entitled to a sum equal to \$1.00 issuance fee per license of the license fees collected by DCHS for licensing animals pursuant to ordinances and regulations of the City of Fremont, Nebraska.

All impound release fees collected by DCHS shall be retained by DCHS and shall not be considered as Compensation to DCHS hereunder.

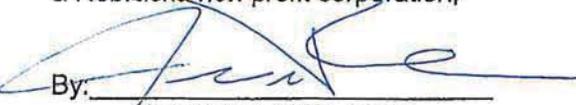
2. General Terms.

- (a) Except to the extent expressly modified by this Amendment #1 to Animal Contract (originally dated July 14, 2016), all other terms and conditions of said Agreement will remain unmodified and continue in full force and effect. Any reference to the Animal Contract (originally dated July 14, 2016) will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.
- (b) Governing Law. This Amendment No. 1 to the Animal Contract (originally dated July 14, 2016) will be governed by the laws of the State of Nebraska.
- (c) Counterparts. This Amendment No. 1 to the Animal Contract (originally dated July 14, 2016) may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

**IN WITNESS WHEREOF**, City and DCHS have duly executed this Amendment as of the date first written above.

**DODGE COUNTY HUMANE SOCIETY,**

a Nebraska non-profit corporation,

By: 

Jonathan Rohlfs, Chair

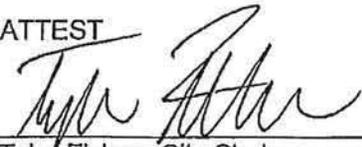
**CITY OF FREMONT, NEBRASKA,**

a municipal political subdivision of the State of Nebraska

By: 

Scott Getzschman, Mayor

ATTEST

  
Tyler Ficken, City Clerk

APPROVED AS TO FORM

  
Paul Payne, City Attorney