AGREEMENT FOR ANIMAL SHELTERING SERVICES

This Agreement made and entered into as of the dates indicated below, by and between the City of Blair, Nebraska, a Municipal Corporation of the State of Nebraska hereinafter referred to as "City" and the Friends of the Jeanette Hunt Animal Shelter, a Nebraska Non-Profit Corporation with its principal place of business at 147 South 4th Street, Blair, Nebraska, 68008, hereinafter referred to as "Friends"

WHEREAS, in furtherance of the health, welfare and safety of the residents of Blair, City recognizes the need for quality care and sheltering of animals; and,

WHEREAS, the statutes of Nebraska and the ordinances of Blair provide laws governing the care and shelter of animals; and,

WHEREAS, City owns an animal shelter, and the Friends will operate the shelter, maintain a staff and provide the City with certain enumerated services to enforce and carry out the aforementioned laws and ordinances for the care and shelter of animals within the city limits of Blair, as defined by its zoning jurisdiction.

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

1. Duties of the Friends
    a. Furnish to the City an annual financial report of its activities to the City Clerk of Blair no later than April 30 with shelter statistics including adoption and euthanasia totals.
    b. To operate the facility and services as an animal shelter, to provide a shelter manager and staff and to undertake the provisions of the Blair Municipal Code, and Chapter 28, Article 10, Nebraska Statutes pertaining to care and shelter of animals.
    c. To furnish the following services: Sheltering, Lost and Found, Fostering, and Adoption.
    d. To receive all animals brought in by City Animal Control Officers or other Blair Police Department employees, provide notice of the animal to the public within 2 days of intake, and to care for and shelter for at least five (5) days, after which they become the responsibility of the Friends, and to arrange for euthanasia of said animals if it becomes necessary. Sufficient shelter space shall be dedicated to animals brought in by City Animal Control Officers or other Blair Police Department employees. No alterations or euthanasia of dogs or cats shall occur prior to the expiration of such five (5) day period (or the period as specified in the Blair Municipal Code as may be amended in the future).
    e. The Friends hereby agrees to accept and care for animals brought to the shelter by City Animal Control Officers or other Blair Police Department employees pursuant to Section 6-127 of the Code [addressing the impoundment of animals during enforcement proceedings], and the City hereby agrees to provide compensation for all medical, boarding, and associated costs of these animals. The Friends shall submit detailed invoice to City Clerk with all costs for animals brought in during enforcement proceedings.
    f. To operate said shelter during such dates and times as may be determined by the Friends and to post said times of operation at the shelter. The Friends will provide City with drop-off access where animals can be delivered 24 hours per day, 7 days each week and will further provide appropriate cages for such animals The Friends agrees to inform the City Animal Control Officers and the Blair Police Department employees of the prescribed drop-off procedures required by Paragraph H of this Section l. A copy of such procedures shall be posted in the drop-off access area of the shelter.
    g. The Friends personnel will be on call for emergency purposes after normal operating hours. The Friends agree to provide the City and the Blair Police Department with current contact information for such personnel and said contact information shall be posted at the shelter including in the City drop-off access area.
    h. The Friends shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which is incorporated herein by this reference and made a part hereof. Any future amendments of these written policies and procedures shall be provided by the Friends to the City Clerk within 30 days of adoption of such amendments.
    i. The Friends shall maintain a published list of charges for all its services and products, a copy of which, including any amendments thereto, shall be furnished to the City Clerk and remain on file with the City Clerk.
    j. The Friends shall maintain written records of all citizen complaints relating to the care and housing of

City of Blair animals under their control or their operations.

2. DUTIES OF CITY
   a. To provide all licensure services during the term of this Agreement, in accord with the Blair Municipal Code.
   b. To review and evaluate the Friends relating to performance of this Agreement.
   c. To inform the Friends of any complaints received by City elected or administrative officials that require investigation or follow up by the Friends
   d. To compensate Friends as referred to in Section 5 "Fees" below. .
   e. To pay Friends for cost of all boarding, medical, and care costs of animals brought in during City of Blair law enforcement proceedings as referred to in Section 1 (e).

3. TITLE TO IMPROVEMENTS
   Title to the animal shelter and any improvements as may be added thereto shall at all times remain with City.

4. CONTRACTS WITH OTHER ENTITIES
   The Friends may render similar services to other organizations and governmental subdivisions, and the inhabitants thereof, upon such terms and conditions as may be agreed upon by the parties thereto however, such agreements with other subdivisions shall not be allowed to inhibit Friends of the Jeanette Hunt Animal Shelter providing services hereunder to City.

5. FEES
   a. In consideration of the sheltering services to be provided by the Friends as provided in this Agreement, the City shall pay the Friends, during the first year of this Agreement hereto the sum of $175,000.00. Said payment to be paid by City to the Friends in quarterly installments in the amount of $43,750.00 each, with the first such installment to be paid after the second council meeting in October and each successive installment to be paid after the second council meeting of the month which begins each quarter thereafter.
   b. After the first year of this Agreement, the City hereby agrees to review with the Friends during the month of April each year the annual compensation to be paid to the Friends, and if any increase in compensation is desired by the Friends in order to continue to successfully carry out its functions under this Agreement, then the Friends hereby agree to make such request to the City Council for review.
   c. All adoption and impound fees collected by the Friends shall be the sole property of the Friends, and the Friends shall be responsible for establishing such fees. Further, all donations specifically made payable to the Friends and all donations with any notation or reference to indicate that the "shelter" is the intended recipient, whether such donations are delivered directly to the shelter or to the City offices, shall be the sole property of the Friends.
   d. City shall not be obligated to pay any additional fees or costs to the Friends or any third party, that are not set forth in this Agreement or subsequently approved by the City Council.
   e. The Friends are not prohibited from transferring any animal to a veterinarian for medical care and shall be responsible for any such medical care, including spaying and neutering of such animal. Any fees for medical care for or for euthanizing the animal incurred by the Friends (other than for animals brought in during legal proceedings) shall be the obligation of the Friends or of the owner or controller of the animal.

6. TERM OF AGREEMENT, RENEWAL AND TERMINATION
   a. This Agreement shall take effect upon the date set forth below and shall remain in full force and effect unless terminated in accordance with the following provisions of this Agreement
   b. This Agreement shall be terminated upon the terminating party giving the non-terminating party six (6) months' prior written notice, or if the Friends cease to maintain its existence in accord with the laws of the State of Nebraska for a period of more than sixty (60) days, or if it abandons animal shelter operations; or, if it fails to maintain and operate the shelter in accord with the terms and conditions of this Agreement, Blair Municipal Code or other applicable laws Any such termination shall not affect the rights, duties, and liabilities of the parties which accrued or vested prior to termination
   c. Written notice of termination of this Agreement for any such causes shall be accomplished in two stages, namely a notice that, unless the breach described in the notice is corrected, as noted within,

not more than 30 days or such longer period as the notice may prescribe, the party giving the notice will declare the Agreement terminated; or, if after the lapse of such period the party giving the notice determines the breach has not been corrected, said party shall provide a written final notice of termination.

All notices provided under this Agreement shall be in writing and delivered or mailed to the authorized representatives listed in Section 19 at the principal office of such other party.

7. BREACH OF CONTRACT

Upon termination of this Agreement, all permanent fixtures purchased by the city shall become City property. The Friends will cooperate with City to provide for possession of the shelter as soon as practicable upon such termination or expiration of this Agreement.

8. SHELTER PERSONNEL

The Friends shall have the ultimate responsibility for the recruitment, hiring, performance appraisal and removal of any employees of the Friends. The Friends shall be responsible for all employee compensation and benefits and shall further be responsible for filing all required payroll reports and paying all payroll taxes.

9. INDEPENDENCE

The Friends, its officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and not as officers, employees, agents or volunteers of City

10. INDEMNIFICATION

The Friends will indemnify and hold harmless City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Friends, its contractors, agents, employees or volunteers in connection with the operation of the shelter or in the performance of related duties, including injury or death to any animal housed at the shelter. The Friends will fully inform all persons using or present on the shelter premises of the non-liability of City for any act or neglect of the Friends by posting an adequate notice to that effect in, about or on said shelter premises.

City will indemnify and hold harmless the Friends from all demands, claims, and causes of action or judgments and from all expenses that may be incurred arising from the City performing its duties herein.

11. INSURANCE

a. As required by a certain Animal Shelter Lease Agreement between the parties hereto of equal date of this Agreement ("Lease Agreement"), the Friends agrees to procure and maintain continuously during the term of Agreement, at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than one million dollars ($1,000,000.00) of coverage per claimant, per occurrence, for bodily injury and property damage, with an aggregate amount of not less than two million dollars ($2,000,000.00) and Workers Comp coverage for employees as may be required by the Nebraska Statutes.
b. City will be named as an additional insured on all liability insurance policies. The Friends will provide City with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and will immediately notify City of any cancellation or lapse in coverage.

12. ENTIRE AGREEMENT

This Agreement, lease, and attachments constitute the entire Agreement between City and the Friends notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved by the parties and executed as required by law.

13. ASSIGNMENT

Neither the Friends nor City will assign its rights under this Agreement without the express prior written consent of the other party.

15. STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall become attached will be strictly

complied with as written, and no substitutions or changes may be made except upon written direction and consent of an authorized representative.

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

17. APPLICABLE LAW
Parties to this Agreement will 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 Agreement.

18. MERGER
This Agreement will not be merged into any other oral or written agreement, lease or deed of any type; provided, however, that in the event there is any inconsistency between this Agreement and the Lease Agreement, then this Agreement shall supersede the Lease Agreement

19. AUTHORIZED REPRESENTATIVES
In further consideration of the mutual covenants herein contained, the parties hereto expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, that such notice shall be provided as follows:

a. in the case of Friends:
Friends of the Jeanette Hunt Animal Shelter
POBox233
Blair, NE 68008

b. in the case of City:
City of Blair
c/o City Administrator
218 South 16th Street
Blair, NE 68008