

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 FurEver Home, Inc., a Nebraska non-profit corporation with its principal place of business at 236 W 6th Street, Fremont, Nebraska 68025, hereinafter referred to as "FurEver."

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 quality care and sheltering of animals; and,

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

WHEREAS, the City will maintain staff for the enforcement and control of animals, but has no facilities to shelter animals; and,

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 shelter; and,

WHEREAS, FurEver operates a shelter, 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 shelter of animals within the corporation limits of the City of Fremont, including annexations thereto, 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 FurEver as follows:

- a. To be reasonably cooperate with FurEver and to furnish Animal Control Officers to provide animal control services by the City Police Department, at the sole discretion of the City, for the enforcement and administration of the City ordinances under the Fremont Municipal Code.
- b. To assist FurEver with animal license requirements and compliance; provided, pet license records are the property of the City.
- c. To pay FurEver the compensation set forth in Section 4 hereof.
- d. To review and monitor all of the shelter activities and functions of FurEver relating to this Contract.
- e. To be responsible for and issue press releases regarding any interruption in shelter services.
- f. To provide animal control services as identified on Exhibit "A" hereto and incorporated herein by reference ("Service Provided by City").

2) DUTIES OF FUREVER:

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

- a. To furnish a shelter, shelter director, and staff to shelter animals according to the provisions of the Fremont Municipal Code and Chapter 28, Article 10 of the Statutes of Nebraska.
- b. To furnish a monthly report of its activities to the Chief of Police of the City. This report will include enumeration of the number of animals in the facility at the beginning of the month, animals entering facility, euthanasia's and the reason for the euthanasia, intakes, dispositions, deaths, micro chipping, number of animals exiting the facility, and the number of animals in the facility at the end of the month.
- c. To issue required licenses, on behalf of the City, and to enforce and carry out all licensing requirements relating to animals under the Fremont Municipal Code.
- d. To act as an Animal Shelter 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 care and shelter of animals, both domestic and wild, except animals considered vermin such as rats or mice, within the corporation limits of the City of Fremont, and to utilize the assistance of the Fremont Police Department in the enforcement of the above laws.
- e. To cooperative with the City and to furnish Animal Control Officer(s) as needed in the sole determination of the City. The City will provide a minimum of ten (10) days advance notice of its need for FurEver to provide an Animal Control Officer. FurEver will make all reasonable efforts to cooperate and provide Animal Control Officers as-needed, but any conflict, scheduling or otherwise, which prevents providing such Animal Control Officer upon less than a ten (10) day notice will not constitute a breach of this Contract. All animal control services requested by the City are detailed in Exhibit B.
- f. To be the lead agency for animal shelter services in disaster situations.
- g. To furnish the services as identified in their submitted RFP response and on Exhibit "B" hereto and incorporated herein by reference (the "Services Provided by FurEver").
- h. The City recognizes that FurEver is engaged in animal rescue work preexisting this Contract, and any animals which FurEver obtains pursuant to its rescue work, as opposed to its Animal Shelter role, will not be covered by this Contract nor be part of the Services listed in Exhibit B.

3) TERM:

The term of 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 Contract if FurEver agrees to do so for an additional term or terms.

4) COMPENSATION:

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

Amount agreed to is a total of \$190,312.00 per year, 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.

FurEver shall be paid an hourly rate of \$32.00 per hour to provide a certified Animal Control Officer to respond to animal control calls from the Fremont Police Department, as needed at the sole determination of the City, subject to Paragraph 2(e).

FurEver shall be paid the published IRS mileage rate per mile for vehicle expenses related to providing Animal Control services agreed to by FurEver.

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

All adoption, impound, and shelter charges and fees collected by FurEver shall be one-hundred percent (100%) retained by FurEver and shall not be considered as Compensation from the City to FurEver hereunder. Further, all donations specifically made payable to FurEver and all donations with any notation or reference to indicate that the "shelter" is the intended recipient, whether such donation is delivered directly to FurEver or to the City offices, shall be the sole property of FurEver.

5) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

Annexed hereto as Exhibit "C," and made part hereof by reference, are the equal employment provisions of this Contract. Refusal by FurEver 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 FurEver in violation until it is determined FurEver 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 FurEver demonstrates it has established an shall carry out the policies of the program as herein outlined.

6) NON-DISCRIMINATION:

FurEver shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or City 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 Contract.

8) APPLICABLE LAW:

Parties to this Contract shall conform to all existing and applicable, and future applicable Fremont Municipal Code, ordinances, and resolutions, state laws, federal laws and all existing and applicable, and future and applicable rules and regulations.

Nebraska law will govern the terms and the performance under this Contract.

9) INTEREST OF THE CITY:

Pursuant to City 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 City Council.

10) INTEREST OF THE CONTRACTOR:

FurEver 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. 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:

FurEver 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 referenced or 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 representatives and approving authorities. All provisions of this Contract will comply with federal, state and local regulations and FurEver will provide reasonable proof of compliance upon demand, said demand to specify which laws for which the City seeks proof of compliance.

15) INDEMNIFICATION:

FurEver 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 officers, employees, or 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 FurEver or its servants, agents, and subcontractors in performing the work under this Contract.

16) CITY ORDINANCE PROVISIONS:

During the term of this Contract, FurEver shall be familiar with and expressly follow the provisions of City ordinances 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. Adhere 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 Municipal Code of the City of Fremont, if such legislation applied to FurEver.

17) VEHICLE:

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

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:

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

FurEver Home, Inc.
President/CEO
236 W 6th Street
Fremont, NE 68025

19) INDEMNITY FOR INJURY AND PERFORMANCE

City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of FurEver pursuant to this agreement. FurEver hereby waives all claims against City, its officers and employees (collectively referred to in this section as "City") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of City or breach of City's obligations hereunder. FurEver agrees to

indemnify and save harmless City from any damages (including court costs and reasonable attorneys' fees) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by FurEver's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of FurEver, its officers, directors, employees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of City, in whole or in part, in which case FurEver shall indemnify City only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). This provision shall survive the termination of this Agreement.

20) INSURANCE:

FurEver shall during the term hereof maintain in full force and effect the following insurance:

- a. Comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the FurEver's performance of services pursuant to this Contract with a minimum combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
- b. A policy of automobile liability insurance covering any vehicles owned and/or operated by FurEver, its officers, agents, and employees, and used in the performance of this Contract with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
- c. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of FurEver's employees involved in the provision of services under this Contract with policy limit of not less than \$1,000,000.00; and
- d. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.

All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and (2) provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage. FurEver shall provide written notice to City of any material change of or to the insurance required herein.

All insurance companies providing the required insurance shall be authorized to transact business in Nebraska and rated at least "A" by AM Best or other equivalent rating service.

A certificate of insurance evidencing the required insurance and all endorsements shall be submitted to the City Clerk prior to commencement of services.

21) TERMINATION:

City may suspend or terminate this Contract for cause or without cause at any time by giving a thirty (30) day written notice to FurEver. In the event a termination for cause is alleged, the City will provide a fourteen (14) day cure period. The Contract will terminate if FurEver has not

reasonably cured the alleged default to the satisfaction of the City within fourteen (14) days from receipt. In the event suspension or termination is without cause, payment to FurEver, in accordance with the terms of this Contract, will be made on the basis of services performed as determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due within thirty (30) days upon delivery of all instruments of service to City.

The City recognizes that FurEver is making a significant upfront investment to provide these Services to the City, which amounts are not included within this Contract. To prevent injustice to FurEver, if the City elects to terminate this Contract without cause, within the first six (6) months of the effective date of the Contract, the City will pay FurEver a twenty-five thousand dollar (\$25,000) early termination fee.

Should City require a modification of this Contract with FurEver, and in the event City and FurEver fail to agree upon a modification to this Contract, City shall have the option of terminating this Contract and FurEver's services hereunder at no additional cost other than the payment to FurEver, in accordance with the terms of this Contract, for the services reasonably determined by City to be properly performed by FurEver prior to such termination date.

In the event of termination, FurEver hereby covenants and agrees that any and all animals being housed by FurEver will not be released or euthanized unless such animals are being released or euthanized under the terms of this Agreement. In addition, if FurEver is required to keep any animals under a court hold, quarantine, or other legal requirement, the City will pay FurEver the boarding fee for the animal according to the rates in Exhibit D. Following termination, FurEver shall assure that any and all housed animals continue to receive proper and humane care at an appropriate facility. Should FurEver release or euthanize animals in contravention to the terms hereof, FurEver shall pay City \$1,000.00 per animal. The parties hereby agree that such payment constitutes liquidated damages stipulated herein in consideration for performance by the parties and shall not constitute a penalty.

22) NON-WAIVER:


Any waiver by either party of a breach of this Agreement or any provision or duty prescribed herein shall not be operated as or be construed to constitute a waiver of any subsequent breach thereof.

23) SEVERABILITY:

Each of the provisions of this Agreement shall be severable, separate and independent from each other. Should any of these provisions be deemed illegal or unenforceable, the provisions not deemed illegal or unenforceable shall remain in full force and effect.

EXECUTED this 26 day of January, 2021.

CITY OF FREMONT
A Nebraska Non-Profit Corporation



Joey Spellerberg, Mayor

ATTEST:


Tyler Ficken, City Clerk

FurEver Homes, Inc.

President, Board of Directors

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

SERVICES PROVIDED BY THE CITY:

1. Ordinance enforcement
 - a. City will enforce violations of animal ordinances.
2. Animal at large complaint/stray/lost animal
 - a. City responds to all calls, picks up the animal, and transports it to the FurEver shelter.
 - b. City will issue citations to owners for at large violations.
 - c. Outside of the FurEver business hours, City will meet people who transport an animal to the shelter to place the animal in a kennel at the FurEver shelter.
 - d. When people finding/capturing an animal, the City will respond, pick up the animal, and transport it to the FurEver shelter.
3. Barking dog complaints
 - a. City will respond to barking dog complaints and act as it deems appropriate.
4. Cruelty
 - a. City will respond to animal cruelty and neglect complaints and will investigate and take action as it deems appropriate under State law or City Municipal Code.
5. Deceased animal pick-up-private and/or public property
 - a. City will pick up all deceased animals and transport them to a disposal site.
6. Wildlife
 - a. City will respond to all wild animal calls and work with Nebraska Game & Parks to capture and/or release the animal.
7. Animal bites
 - a. City will respond to all suspected or reported animal bites, investigate the incident, and, if applicable, determine appropriate actions to take against the owner.
8. Dangerous Animal
 - a. City will respond to all suspected dangerous animal calls, capture the animal, and transport it to the FurEver shelter. City will investigate all dangerous animal reports and incidents, and, if applicable, determine appropriate actions to take against the owner.
9. City will capture, secure, remove and transport animals in a humane manner found violating any of the provisions of the City ordinances.
10. Livestock
 - a. City will respond to lose livestock calls and capture, if necessary, livestock not found on an owner's property.
11. Pet shop and cattery inspections
 - a. City will inspect pet shops and catteries for City Code compliance.
12. Records
 - a. City will maintain written records of all citizen complaints relating to the care and shelter of animals under the FurEver's care or related to its operations and will inform FurEver if the City will require investigation or follow up to the complaint by FurEver.
13. Licensing
 - a. City will license animals, track licenses, enforcement compliance, maintain an official list of licensed animals in the City, and provide such list to FurEver on an ongoing basis.

EXHIBIT "B"

SERVICES PROVIDED BY FUREVER:

1. To operate an animal shelter to care for and shelter all animals received by the City, and surrendered by an owner or turned in by the public as long as the animal's owner resides in the City or the animal was found within the corporation limits of the City of Fremont.
2. Impounded animals shall be treated in a humane manner and shall be provided with any appropriate medical care and a sufficient supply of food and fresh water each day. Each impounded animal shall be kept and maintained at the shelter for a period of not less than three (3) working days excluding day of admittance, holidays and weekends, unless reclaimed earlier by the owner.
3. If an impounded animal's owner is not known, the impoundment shall be posted on the FurEver website and be reported to the Police Department within twenty-four hours as public notification of such impoundment.
4. If the animal's owner is known at the time of impoundment, the owner shall be notified as soon as possible by FurEver. Any animal may be reclaimed by its owner during the period of impoundment by the payment of charges and fees which are set forth on Exhibit "D," which charges and fees may be changed from time to time by FurEver, with the approval of the City. The owner shall be required to comply with the licensing, rabies vaccination, and sterilization requirements of the Fremont Municipal Code before the animal is released.
5. If the animal is not claimed at the end of the three (3) working day waiting period, (not including the day of the admittance, holidays, and weekends) after public notice has been given, FurEver will take ownership and may humanely euthanize the animal provided that if, in the judgment of FurEver, a suitable home can be found for any such animal, the animal shall be turned over to that person and the new owner shall be required to pay all charges and fees and meet all licensing, vaccinating, and sterilization requirements of the Fremont Municipal Code.
6. To operate a shelter during such dates and times as may be determined by FurEver, as agreed upon by the City, and to post said times of operation at the shelter.
7. To provide the City with drop off access and necessary kennels where animals can be delivered 24 hours per day, 7 days per week.
8. To provide the City with the names and contact information of on-call personnel for emergency purposes.
9. To assist the City in selling dog and cat licenses, and to remit license payments to the City on a monthly basis.
10. To maintain written policies and procedures with respect to performance of this Contract, a current copy of which is incorporated herein by this reference and made a part hereof. Any future amendment of these written policies and procedures shall be provided by FurEver to the City Clerk within 30-days of adoption of such amendment.
11. To provide to the City, on an as needed basis, an Animal Control Officer, billed to the City at the agreed hourly rate in Section 4 on a monthly basis, subject to the limitations contained in Paragraph 2(e) of this Contract.
12. To maintain a published list of charges and fees 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.
13. To maintain written records of all citizen complaints relating to the care and shelter of animals under its care or its operations and inform the City of any complaint.

14. Quarantine animals suspected of having rabies.
15. Shelter animals that are part of a criminal/civil investigation.

ANIMAL CONTROL SERVICES PROVIDED BY FUREVER, IF REQUESTED BY CITY:

1. Animal at large complaint/stray/lost animal
 - a. FurEver will respond to calls from the Fremont Police Department to pick up an animal and transports it to their shelter.
 - b. Outside of the FurEver business hours, FurEver will meet people who transport an animal to their shelter to place the animal in their shelter kennel.
 - c. If people finding/capturing an animal can't transport it, the FurEver will respond, pick up the animal, and transport it to their shelter.
2. Deceased animal pick-up-private and/or public property
 - a. FurEver will pick up all deceased animals and transport them to a disposal site.
3. Wildlife
 - a. FurEver will respond to all wild animal calls and work with Nebraska Game & Parks to capture and/or release the animal.
4. Livestock
 - a. FurEver will respond to lose livestock calls and provide all reasonable assistance, in coordination with other appropriate agencies, to capture, if necessary, livestock not found on an owner's property.
5. Records

FurEver will maintain written records of all citizen complaints relating to the care and shelter of animals under the FurEver's care or related to its operations and will inform the City of such complaints.
6. City will capture, secure, remove and transport animals in a humane manner found violating any of the provisions of the City ordinances.
7. Dangerous Animal
 - a. City Police Department will respond to all suspected dangerous animal calls and, if needed, request FurEver to capture the animal and transport it to the FurEver shelter.

EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Contract, FurEver as the City "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 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 Contract is found not to have legal authority to bind FurEver.

EXHIBIT "D"

FUREVER CHARGES AND FEES

1. Impound (Intake) fee, per animal:
 - a. For any animal that is recommended to be spayed/neutered by a licensed veterinarian and is spayed/neutered, has current rabies vaccination proof, is currently licensed, and is microchipped, the impound fee is WAIVED for first impound.
 - b. If the owner of an animal cannot prove spay/neuter status, current rabies vaccination, current license and microchip as set forth in Item 1a, the impound fee is \$40/dog \$25/cat
 - c. FHI reserves the right to waive any fees or terms within the conditions of waiver in Item 1a (ie: Animal may not meet terms of 1a but owner agrees to S/N and chip through FurEver low cost/no cost program. FurEver may choose to waive impound fee in an effort for owner to afford said expenses which provides the best outcome for the pet.)
2. After normal business hours impound fee:
 - a. Should the terms of Item 1a be met the after-hours fee is waived for first impound.
 - b. Should the terms of Item 1a not be met, the fee for after-hours impound for dogs is \$50 and for cats is \$30
3. Boarding of dogs is \$10/day
4. Boarding of cats is \$5/day
5. Additional boarding fees for sick or dangerous animals:
 - a. Additional boarding charge for sick animals is waived, but Owner is responsible for any medical expenses incurred for treatment. Additional boarding charge for dangerous animals is \$5/night
6. Rabies quarantine: \$15/night plus applicable impound fee
7. No proof of current rabies vaccination: \$15



POLICY MANUAL

1. GENERAL POLICIES
2. INTAKE OF ANIMALS DUE TO OWNER SURRENDER
3. INTAKE OF STRAY ANIMALS
4. MEDICATING AND VACCINATING ANIMALS
5. CLEANING DOG KENNELS
6. LOST AND FOUND
7. QUARANTINE AND/OR DANGEROUS ANIMALS
8. EUTHANASIA
9. VOLUNTEERS
10. APPROVED ADOPTION AGENCIES

1. Humane Handling:

Animals shall be handled in a humane manner at all times. They shall not be subjected to physical force other than as may be required in restraining the animal for safety of humane and/or other animals.

2. Housing of Animals:

a. Always when possible, animals shall be separated as follows:

- Puppies from adult animals;
- Males from females, unless a part of a litter;
- Aggressive animals from all others;
- Nursing mothers and their litters from all others;
- Puppies of different litters; and
- Ill animals from all others

b. Animals under quarantine for dangerous and/or zoonotic disease must be kept separate, without contact, from all other animals and clearly marked as such inside and outside the shelter building.

c. Persons in charge of caring for housed animals shall see that all food and watering containers are kept clean, food is available at all times to puppies under six months of age and that fresh water is available to every animal at all times. Puppies under six weeks shall be provided with soft food. All animals shall be fed at least twice daily.

d. No person shall allow an animal to come into contact with chemicals, cleaning agents or other potentially toxic or dangerous substance.

3. Sick or Injured Animals:

When a sick or injured animal is taken in, every precaution will be taken when moving or transporting the animal not to compound its condition. An assessment is required immediately and if necessary, the animal may need to be seen by a veterinarian immediately.

4. Confidential Information:

No one shall reveal personal or other sensitive information to any unauthorized person.

INTAKE OF DOGS DUE TO OWNER SURRENDER

Accurate and consistent record keeping and tracking of all dogs housed at the FHI shelter are essential for overall control, evaluation and management. In addition to the required actions for intake of all dogs, the following are to apply in situations when dogs are surrendered by their owners.

Owner Surrenders:

Animals surrendered by their owners are accepted only within incorporated city limits of Fremont, NE.

1. Owner Surrender Form:

Every individual surrendering an animal must sign a statement that they are the rightful owner of the dog and that ownership of the dog is relinquished to FurEver Home. In every case, staff must ask the person to sign the form. The Surrender Form also attests to the knowledge of the individual as to whether the animal has bitten a human or other animal within ten (10) days of surrender.

Individuals surrendering their pets must attest, by signing the Surrender Form that they understand relinquishment is final and the dog will not be returned to them. Owners shall be informed that the dog will be eligible for transfer to an approved adoption or rescue agency after ten (10) days from the date the dog is surrendered.

2. Surrender Donation

Donations shall be requested either verbally or in writing from every individual surrendering a dog. However, if the individual is unable or unwilling to give a donation, the animal shall be accepted. Guidelines for surrender donations are as follows:

\$25 for adult pet

\$10 per animal for litters or pets less than 4 months of age

3. Personal Property:

Any toys, blankets, collars, etc. that are brought in with the dog become the personal property of the animal, and should be recorded on the Animal Intake Form. The dog may feel more comfortable when they have something familiar to them. If the animal is subsequently

transferred to an approved adopter or rescue organization, those possessions are to be kept with the animal if possible.

4. Vaccination/Health Information:

If the individual surrendering the dog has vaccination and/or health information that information is made a part of their intake record. If no health and/or vaccination information is available, the surrendered animal, upon arrival, will receive standard vaccinations and preventative care, as set forth in these policies as deemed appropriate by FHI staff or vet of record.

5. Kennel:

The animal will be placed in an appropriate kennel with a bowl of fresh water and food. Nursing mothers and their young are housed together. Puppies from the same litter may be housed together, at the discretion of FHI staff.

6. Shelter Identification:

Each animal is assigned an intake number. The intake number is recorded on all applicable documentation (Animal Intake Form, Kennel card, etc.)

7. Processing Paperwork:

Make sure that all information is recorded appropriately as follows:

a. Daily Log Sheet

b. Owner Surrender Form

The Owner Surrender Form will be scanned and uploaded to the animal's pet profile within the shelter management software and become a part of the animal's permanent record.

c. Kennel Cards

The kennel card can be printed once all relevant information has been provided on the Animal Intake Form and that information is entered into the shelter management software.

INTAKE OF STRAY ANIMALS

Accurate and consistent record keeping and tracking of all stray animals housed at FHI are essential for overall control, evaluation and management of animals and possible identification by owners. In addition to the required actions for intake of all animals, the following apply in situations when a dog is designated a stray.

Strays:

1. Secure Dog

Immediately secure the animal in a cage, kennel or on a leash prior to initial inspection and follow handling procedures specific to dangerous or injured animals when applicable. Place animal in an appropriate kennel with a bowl of fresh water and food. (House according to Page 2, Item 2, Housing of Animals.)

2. Check for Identification

Check for any identification such as license, ID tag, or Rabies tag and scan for a microchip. Remove the collar, and inspect for information on the underside. Check the Lost and Found Board to determine if the animal was reported missing. If there is a match, follow the policies under the Lost and Found.

3. Document Information

Document all above information found on the animal on the Stray Animal Intake Form.

4. Initial Observation and Evaluation

An initial observation and evaluation is performed on the dog by qualified trained staff to assess for temperament. These notes are recorded into the shelter management software system and become a permanent part of the animal's record.

Physically inspect the dog, and document the physical description in the animal's records. Any injuries, symptoms of illness are to be documented. Additionally, document any behavior problems or observations relayed by any citizens or officials, if applicable. If there are signs of abuse or neglect local law enforcement is to be contacted and provided any supporting notes. Note any observable behavior that requires special handling on the Kennel Card. Any signs of illness or injury must be address by FHI vet of record within 24 hours or immediately for emergency related concerns.

5. Shelter Identification

Each animal is assigned an intake number. The intake number is recorded on all applicable documentation.

6. Processing Paperwork

Make sure that all information is recorded appropriately on the Stray Animal Intake Form, Kennel Card and hard copy packet.

a. Log Sheet

b. Stray Animal Intake Form

The intake of all animals is handled on this form. Document all available information, this form is scanned and uploaded into the animal's profile within the shelter management software. The physical form is placed into an envelope with any other copies of paperwork relating to the animal.

c. The hard copy packet is labeled with the intake number and temporary name provided by staff processing the intake.

d. Kennel Cards

The kennel card can be printed once all relevant information has been provided on the Animal Intake Form and that information is entered into the shelter management software.

MEDICAL CARE OF ANIMALS

In order to prevent the spread of disease and to provide animals with the basic medical care while in the control and custody of FHI, animals are to be inoculated against certain diseases upon entry into the shelter. They are also provided medical treatment as deemed reasonable and necessary on a case-by-case basis.

1. Medical Record

Beginning with entry into the shelter, a medical record is maintained for all animals including information on inoculations and de-worming. This information serves as a complete record of the medical history of the dog while housed at the shelter. The medical record is kept in the animal's file and is made available to approved adoption or rescue organizations, or regulatory agencies. It stays with the animal whether they are return to owner or transferred to the custody of an approved rescue or adoption organization. The shelter is to keep a copy of the animal's record for a period of two years.

2. Medication Card

A brightly colored note on the Kennel Card identifies animals receiving medical treatment at the shelter. Such treatment could include medications for an ear infection or a skin disorder. This information is recorded by staff into the shelter management software for each dog receiving medication on the animal's record. The entry will automatically record identity of staff providing the care through user ID log in to software.

3. Vaccinations within 48 hours of entry

All healthy dogs over six (6) weeks of age are vaccinated within twelve (12) hours of their entry to the shelter with the following:

Distemper, Parvo virus, Para influenza, and adenovirus (DA2PPV)

Bordetella

4. Change in Medications

Any switch or change in medications for any dog requires the prior approval of a DVM or LVT depending on the switch and reasoning.

5. Administration of Medications

Medication may be administered in pill, injectable or liquid form with proper training of administration of such medications.

6. Illness

Animals shall be monitored for signs and symptoms of acute or chronic illness requiring additional medical treatment including but not limited to vaccinations and parasite control. Medical treatment can be administered at the discretion of a DVM or LVT. If it is possible to administer either required or recommended medical treatment without harm to human or animal, staff shall contract the consulting veterinarian for evaluation, assistance and guidance.

CLEANING DOG KENNELS

Not only does a thorough and effective cleaning of the shelter prevent the spread of communicable diseases, but it creates a better environment for animals, staff and visitors. Animals enter the shelter from different locations with unknown medical histories and varied past exposure to disease. Cleaning kennels correctly ensures a healthy, less stressful stay. The kennels and/or cages must be cleaned at minimum once daily but as frequently as the space has been soiled. The kennels and/or cages are expected to be inspected each hour in the case an animal has created a mess so it may be cleaned as soon as possible so as not to leave the animal exposed to any messes for as short of a time as necessary.

1. Remove Animal from Inside Kennel/Cage

An animal is either removed and placed into an indoor free roam area, outdoor run area, or is being taken on a walk. During shorter cleanings another person can handle the animal nearby while the kennel/cage is being cleaned as well.

2. Remove all Blankets and Toys

Place soiled blankets and washable toys in the laundry hampers and place all toys by the sink to be washed and disinfected. Blankets only "slightly" used and not soiled may be reused by the same dog.

3. Remove all Food and Water Dishes

Remove and clean all food and water dishes.

4. Remove Solid Waste

Rid the kennel of all solid waste, and place in lined trash can for immediate disposal after a shift. If the individual kennel/cage is the only one being spot-checked/cleaned you may use a plastic grocery sack and immediately dispose of in outdoor trash receptacles. No waste is to ever be thrown in the receptacles within the building.

5. Cleaning and Disinfection

Wipe down all surfaces of the kennel/cage and mop the floor of any kennel with the cleaning and disinfecting solution posted near the cleaning supplies station.

6. Wash Dishes and Toys

Wash the dishes and toys using hot water and place on drying shelves to air dry.

7. Blankets/Pads

Place a clean blanket or pad on the floor if available and if the animal is allowed to have these items.

8. Fresh Water

Place a clean dish of fresh water in the kennel

9. Replace Animal

After the space has dried, return the animal to their kennel/cage.

10. End of Shift Responsibilities

At the end of each exercise shift or anytime animals have been trafficked through the facility such as play and free roam times, there are certain steps that need to be followed to maintain a clean and disinfected environment.

- a. Upon returning all animals to their kennels, the floor(s) must have a last pass mopping with cleaning/disinfectant solution.
- b. All dishes must be washed, left to air dry and sink cleaned and disinfected.
- c. All dog runs must be checked for waste, and be cleared of such.
- d. All surfaces such as door handles, or commonly used areas by staff/volunteers should be wiped down and disinfected to maintain as clean of an environment for staff and visitors as possible.
- e. See posted shut down checklist for last shift of the evening before closing to the public.

LOST AND FOUND

It is the goal of FHI to return all strays entering the shelter to their owners. Staff and volunteers also provide assistance to those who have lost pets or to individuals who have found animals. A Lost and Found reporting system has been developed to return lost or found animals to their owners whenever possible.

1. Lost and Found Forms

The description and name of the animal, date lost or found, location where the animal was lost or found, and any forms of identification are important factors used for matching animals. Information received on every lost or found animal is posted on a Lost and Found Form and placed on the website and social media outlets.

2. Calls from Citizens Reporting Lost Animals

- a. When an individual calls or visits the shelter to report a lost animal, staff obtains as much information as possible. All forms and lost and found posts are promptly checked.
- b. If a lost animal matches a found animal the person assisted with making contact with finder to claim. If the description of the lost animal matches an animal currently at the shelter, staff assists the individual in processing the animal out and returning to owner.
- c. In no match is made, the staff will encourage the individual to report the lost animal to other social media pages, other shelters and will offer them options of creating LOST fliers to use for printing and distribution or sharing on social media.

3. Returning Lost Animals to Owners

- a. If a match is made where a stray animal is suspected as being a reported lost animal the potential owner is to be called immediately and informed of the process involved in claiming the animal.
- b. Persons claiming a stray animal must provide evidence of ownership, the following are acceptable forms of proof:
 - Proof of purchase, photos documenting ownership over time, proof of rabies vaccination, licensing, microchip information, medical records. If an owner does not have proof of current rabies vaccination the shelter will present the animal for rabies vaccination and the owner will need to arrange to pick up animal after vaccination.
- c. Owner claiming a stray animal will be subject to pay fees incurred in the care of the animal, including for any vaccinations or medical treatment deemed as medically necessary during the hold time.
- d. The owner's name, address and telephone number and the date of return are to be noted in the animal's profile within shelter management software.

4. Calls from Citizens Reporting Found Animals

In the case of found animals outside city limits a finder may be willing to hold and care for the animal in the hope an owner is found.

a. When an individual notifies or visits the shelter to report a found animal, staff or volunteers obtain as much information as possible. Information obtained is as follows:

Finders name, Finders address, finders telephone number. Description of animal, any photos they have, location, date and time where animal was found.

b. Staff or volunteers will check all lost and found posts to determine if there is a match. If a match is made the finder is alerted that FHI will be in contact with owner and coordinate a return of the animal to owner.

c. If no match is made, staff and volunteers will encourage finder to post on social media and a post should be made on the FHI Facebook page.

d. Should the finder not be able to continue to care for the found animal FHI will direct finder to the shelter for their area, or in the case that the animal is within Dodge County and FHI has room the animal can be delivered to us for intake processing.

QUARANTINE AND/OR DANGEROUS ANIMALS

To ensure the safety of staff, volunteers and visitors, personal interaction with animal held in quarantine, or declared dangerous or vicious is prohibited. The protocol in working with these animals is as follows:

1. Dangerous Dogs

- a. General. Our highest priority is the safety of the staff, volunteers and visitors.
- b. Aggressive, Frightened or Questionable Dogs. If a dog is considered to be aggressive, frightened or questionable, it is visibly posted on the Kennel Card, and a padlock is placed on the kennel door during regular visiting hours. In addition, a "WARNING" sign is placed on the front of the kennel to warn staff, volunteers and visitors to beware.
- c. Dangerous or Vicious Dogs. If a dog is declared "dangerous" or "vicious" it is visibly posted on the Kennel card and there is a padlock on the kennel door. The double-kennels are constructed so as to prevent human interaction between staff and animal. These dogs are housed in a clearly marked room separate from other shelter operations. The door must remain locked to anyone other than staff or veterinary professionals.
- d. Safety Equipment. Appropriate safety equipment is always available for use, including but not limited to heavy duty leather gloves, a catch pole and safety glasses.

2. Quarantined Dogs

- a. All animals quarantined shall be held for ten (10) days, unless euthanized to prevent unnecessary suffering. Animals requiring euthanasia prior to the expiration of the ten (10) day period shall be tested as mandated by the consulting veterinarian and state statute. At the end of ten (10) days, if not claimed by owner, the animal may be held an additional period of time as determined by veterinary evaluation, or if eligible, can be transferred to an approved adoption agency.

b. Animals as Evidence

In the event that animals may be used as evidence, thorough documentation in writing, photographs and veterinary assessment, where required shall be obtained as soon as possible after arrival to the shelter.

- c. Owners of animals quarantined shall pay all fees associated with the quarantine during the impoundment period.

EUTHANASIA

Euthanasia is defined as the act of inducing humane (rapid and painless) death.

1. Euthanasia shall be by injection as recommended by the American Veterinary Medical Association.

2. Sick and/or Injured Animals

Animals who are seriously sick or injured to such a degree that it would be inhumane to prolong its suffering, and efforts have been made to contact the owner or if a veterinarian advises that the animal be put out of its misery, shall be euthanized. In all such instances, facts concerning the animal's physical condition shall be documented in writing. In the case of emergency, the Board of Directors will not be contacted for approval. Should the medical case allow for the Board to meet and discuss all options such as the case in a diagnosis of cancer, the Board must be notified and euthanasia will not be allowed until a unanimous vote has occurred.

3. Behavioral Euthanasia

In the case that the staff and volunteers have made every attempt to correct certain aggressive behaviors the following steps are taken before deeming an animal unadoptable:

a. The Board is alerted to the behaviors, the instances of aggression and details of each event. The Board will decide upon a board and train program or consult with a certified training professional. Should the board and train not be possible, or the trainer provides an assessment that the animal cannot be helped any further through training the Board may elect to seek a second opinion. In most cases the Board will seek a second opinion as well as set an appointment for the vet to provide a professional assessment as to the animal's adoptability.

b. The criteria for euthanasia that will be met is at least two (2) professional statements that the animal is unadoptable and a unanimous vote from the Board of Director of FHI.

VOLUNTEERS

Volunteers are a very important part of the care of the animals and livelihood of the agency itself. Volunteers bring past experience, knowledge and a diverse idea base to the agency that can be contributed to the care of the animals, formation of programs to the community and fundraising efforts to help assist in funding.

1. Selection of Volunteers/Age Requirements

Volunteers are welcome at all ages depending on the level of contact with animals. Volunteers under the age of 14 are welcomed with a parent or guardian present. Volunteers older than 14 but younger than 18 may handle and interact with certain animals but may not leave the premises of the shelter without an adult 18 years of age or older as an escort. Volunteers aged 18 and older have the fewest restrictions as to what animals they can handle and interact with and are allowed to leave the facility without an escort. Volunteers between the ages of 14 and 18 must have a parental consent on file and a parent or guardian needs to attend the Volunteer 101 training on their first shift. All volunteers must have a volunteer application and waiver on file.

2. Volunteer Application

The volunteer application collects contact data, as well as a survey as to what each applicant may be interested in helping with. The volunteer coordinator will house this information and help each applicant be introduced to the facility and group members according to their election of duties. Each volunteer applying to assist to handle and care for animals must attend the Volunteer 101 orientation hosted by the volunteer coordinator before working their first shift.

3. Acceptance of Volunteer Applications

- a. Individuals accepted to volunteer are oriented to the shelter operations and procedures.
- b. Volunteers are required to sign a full release
- c. Volunteers are expected to follow the policies and procedures at all times. Volunteers will not interfere with advised medical treatment or training plans.
- d. Volunteers are responsible for keeping their own log of contributed hours.
- e. Volunteers are expected to act in accordance with the stated mission of the agency, as well as any laws that apply to our operations.

3. Non-Acceptance of Volunteers

Not all potential volunteers are accepted to work at the facility. Those with past criminal records involving neglect or abuse of an animals, or of a domestic nature are not able to be admitted in an effort to maintain the safety of others as well as the animals.

4. Typical Volunteer Activities

- a. Volunteers may assist in the exercising, socializing, training and overall care of the animals.
- b. Volunteers may assist in cleaning protocols such as dishes, laundry and basic housekeeping duties.
- c. Volunteers may also assist in administrative duties that may involve phone calls, basic filing, printing new kennel cards, or making copies.
- d. Volunteers are also encouraged to attend public events that FHI is participating in.

5. Termination

Like employees and staff, volunteers can be terminated for a variety of reasons. Poor performance, disruptive behavior, habitual tardiness, or absenteeism. Falsification of any records that may be relied upon by FHI such as misstating volunteer hours, providing false information regardless if it positively or negatively reflects on FHI and other acts that can affect the rescue as an unreliable or untrustworthy agency is grounds for immediate termination. Other acts such as harassing other volunteers or community members will also be grounds for immediate termination. This list is not an exclusive list and each situation will be considered as it may come to the attention of FHI.

APPROVED ADOPTION AGENCIES

In order to maximize adoptions and minimize euthanasia of adoptable animals in the FHI shelter adoption will be facilitated through Approved Adoption Agencies. Otherwise better known as shelter to rescue networking and transfer.

1. Adoption Agency Requirement for Approval

- a. Holds 501(c)(3) tax identification status
- b. Is formally licensed through the state their agency is formed and recognized by that state's Secretary of State.
- c. Is governed by a board of directors and bylaws
- d. Maintains reliable communication and contact with FHI to facilitate ongoing knowledge of eligible animals.
- e. Maintains current liability insurance
- f. Maintains a mandatory spay/neuter program prior to release to foster/adoptive homes, except in cases of very young puppies or other rare extenuating circumstances that a veterinarian deems necessary.
- g. Maintains reliable relationships with other reputable rescues and can provide a letter of reference from one currently approved rescue and one of the following: i. a reference letter from their vet of record ii. A letter of reference from another shelter they currently pull from
- h. Agrees to fully indemnify and hold FHI, the City of Fremont and any of their representatives harmless from liability for actions or inactions of said agency.
- i. Agrees to enter into a written agreement, for purposes of memorializing and an understanding between the parties.
- j. Agrees to abide by all policies and procedures as mandated by FHI.
- k. Agrees not to circumvent the authority of the acting Animal control Authority of the City of Fremont, NE or FHI.

2. Acceptance of the Adoption Agency/Rescue

After consideration of the above requirement, and other factors deemed appropriate and relevant, FHI shall either reject or approve an Adoption Agency.

3. Annual Re-evaluation of Approved Adoption Agency

FHI shall review the status of all Approved Adoption Agencies on an annual basis.

4. Termination of Relationship with Approved Adoption Agency

FHI shall have the right to terminate any agreement at any time.

5. Access to Shelter

Designated volunteers and employees of the Approved Adoption Agency shall have access to the shelter during regular business hours that FHI is open to the public. Said volunteers and employees will need to have their names listed on the agencies liability insurance and they must show identification upon arrival.

6. Animals relinquished to an Approved Adoption Agency shall become the sole responsibility of the Approved Adoption Agency.