

IN THE DISTRICT COURT OF DODGE COUNTY, NEBRASKA

DODGE COUNTY HUMANE SOCIETY,)

Case No. CT21-117

Plaintiff,)

v.)

COMPLAINT

FUREVER HOME, INC.,)

Defendant.)



COMES NOW the Plaintiff, the Dodge County Humane Society, and for its cause of action against the Defendant, FurEver Home, Inc., states and alleges as follows:

1. The Plaintiff, the Dodge County Humane Society, is a non-profit corporation with its principal place of business in Fremont, Dodge County, Nebraska.
2. The Defendant, FurEver Home, Inc., is a Nebraska non-profit corporation, with its principal place of business in Fremont, Dodge County, Nebraska.
3. Attached hereto and marked as Exhibit A and Exhibit A-1 are the Animal Contract entered into between the City of Fremont, Dodge County, Nebraska, and the Plaintiff, Dodge County Humane Society, Exhibit A executed on July 19, 2016, and Exhibit A-1, the Amendment No. 1 to Animal Contract executed on September 12, 2017. Said Exhibits A and A-1 are attached hereto and incorporated herein by reference as if fully set forth.
4. Attached hereto and incorporated herein by reference as if fully set forth as Exhibit B is a Contract between the City of Fremont, Dodge County, Nebraska, and the Defendant FurEver Home, Inc. which Contract is dated January 26, 2021, and is incorporated herein by reference as if fully set forth.

FIRST CAUSE OF ACTION

5. The conduct of the Defendant in entering into the Contract, Exhibit B, was a wrongful interference with the contractual rights of the Plaintiff which contractual rights are represented by Exhibits A and A-1 and which interference was accomplished by improper and unlawful means, to wit:
 - a. Plaintiff and the City of Fremont, Dodge County, Nebraska, have a validly existing contractual relation, and at all times relevant herein had said validly

existing contractual relation evidenced by Exhibits A and A-1, which contractual relationship fulfilled all of the requirements at law for the provision of animal control services for the City of Fremont, Dodge County, Nebraska, by the Plaintiff.

- b. The Contract, Exhibit B, between the Defendant and the City of Fremont wrongfully, intentionally, and maliciously interfered with the economic relations between the Plaintiff and the City of Fremont and its residents.
- 6. The Contract between the Defendant and the City of Fremont was an intentional and unjustified interference with a valid business expectancy held by the Plaintiff.
- 7. The Defendant at all times relevant herein had knowledge of the business relationship between the City of Fremont and the Plaintiff as evidenced by Exhibit A and Exhibit A-1.
- 8. The interference by the Defendant with the contractual relationship between the Plaintiff and the City of Fremont will result in Plaintiff suffering damages in the form of lost revenue and income, license fees, impound release fees, for which damage Plaintiff prays judgment against the Defendant.
- 9. Plaintiff seeks and Order of this Court enjoining the enforcement of the Contract Exhibit B and declaring said Contract void.

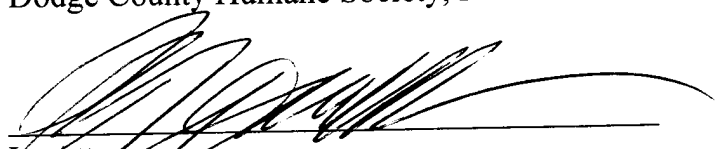
WHEREFORE, Plaintiff prays judgment against the Defendant for damages of lost revenue, loss of income, loss of license fees and loss of impound release fees; for an Order of this Court restraining the enforcement of said Contract Exhibit B and declaring said Contract, Exhibit B, void. Plaintiff further prays for the cost of this action and a reasonable attorney's fee to be paid to the Plaintiff by the Defendant.

SECOND CAUSE OF ACTION

- 10. For its Second Cause of Action Plaintiff realleges paragraphs 1 through 5 of this Complaint.
- 11. The Contract, Exhibit B, between the City of Fremont, Dodge County, Nebraska, and the Defendant FurEver Home, Inc. is void and unenforceable because it does not comply with the laws of the State of Nebraska.
- 12. Plaintiff seeks an Order of this Court declaring said Contract, Exhibit B, void and unenforceable.

Dodge County Humane Society, Plaintiff

By


~~Its Attorney~~

Thomas B. Thomsen, #14195
SIDNERLAW
340 E. Military Ave.
Fremont, Nebraska 68025
(402) 721-7111



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 38, 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 DCHS. 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:

DCHS 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 DCHS will provide proof of compliance.

15) INDEMNIFICATION:

DCHS 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;
- h) 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.

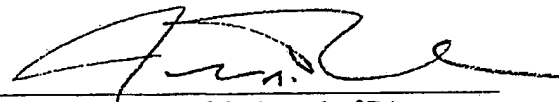
EXECUTED this 14 day of July, 2016.

ATTEST:

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



Treasurer

By: 

President of the Board of Directors

EXECUTED this 18th day of July, 2016.

ATTEST:

CITY OF FREMONT, a Municipal Corporation

Tyler H. H. H.
City Clerk, City of Fremont

By:

Scott Gerzschman
Scott Gerzschman, Mayor

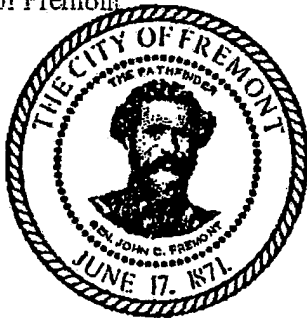


EXHIBIT "A"

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:

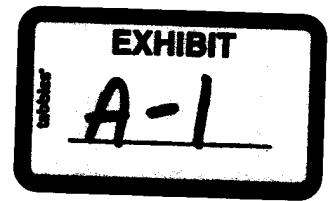
- 1) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. Contractor shall ensure that applicants are employed and that employees are treated during employment 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.
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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,

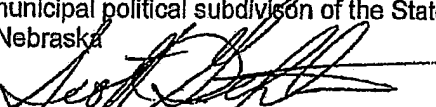
a Nebraska non-profit corporation,

By: 

Jonathan Rohlf, Chair

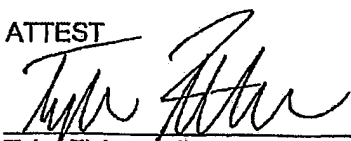
CITY OF FREMONT, NEBRASKA,

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



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 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 _____ day of _____, 2021.

CITY OF FREMONT
A Nebraska Non-Profit Corporation

FurEver Homes, Inc.

Joey Spellerberg, Mayor

President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tyler Ficken, City Clerk

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 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, 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