

**Roosevelt City Animal Shelter and Animal Control  
Operation Agreement**

This agreement entered into this 1<sup>st</sup> day of July 2016, by and between Roosevelt City Corporation, a municipality of the State of Utah, and Melisa Stevenson, an individual, is for the purpose of defining the duties and responsibilities of each party to operate the animal shelter owned by Roosevelt City. Roosevelt City shall hereinafter be referred to as the City and Melisa Stevenson shall hereinafter be referred to as Ms. Stevenson.

**WHEREAS:** Roosevelt City owns and operates a public animal shelter and provides animal control services for the benefit of the public; and,

**WHEREAS:** Ms. Stevenson is desirous of entering into this agreement to provide other services at the shelter and in and around Roosevelt City under certain conditions.

**NOW THEREFORE:** The City and Ms. Stevenson enter into this agreement under the terms and conditions herein stated to be able to better serve the public at the shelter facility; and to enhance the public services Ms. Stevenson provides.

**Duties of City**

1. The City shall provide and maintain the shelter facility and equipment, including utilities.
2. The City shall purchase operational supplies and animal care and food products as deemed necessary by the shelter manager and the police chief or his/her designees.
3. The City shall contract for services with local veterinarian(s) and other professionals for services at the shelter.
4. The City's Director of Finance shall account for and work with Ms. Stevenson to ensure that all revenues are accurate and accounted for. The city shall receive all revenues from licensing, spay/neuter, impounds, and any other fines or fees associated with the operation of the shelter.
5. The City finds it mutually beneficial to both parties and to the public for Ms. Stevenson to lease the rear outbuilding from the City for operation of her personal animal rescue business and allow her to conduct said business at the shelter facility.
6. The City will provide adequate part time staff for operation of the shelter. Staff shall be under the direction of Ms. Stevenson and the police chief or his/her designees.
7. The city shall compensate Ms. Stevenson at the rate of \$3,334.00 per month.

### **Duties of Ms. Stevenson**

1. Ms. Stevenson shall assume the day to day operations of the shelter, including scheduling and supervising part time staff for animal care and cleaning.
2. Ms. Stevenson shall assume certain animal control duties in and around Roosevelt City Monday through Thursday, 0800 to 1700 hours as directed by the police chief or his/her designees.
3. Ms. Stevenson shall open the shelter for public business from 1200 to 1700 hours Monday through Thursday.
4. Ms. Stevenson shall account for, in concert with the City Finance Director, all monies received.
5. Ms. Stevenson shall pay rent to the City for the outbuilding referenced above in the amount of \$250.00 per month, due the first day of each month.
6. Ms. Stevenson and all shelter operations are under general direction of the police chief or his/her designees. Purchasing, personnel matters, facility maintenance and equipment shall be coordinated and approved by the police chief or designees.
7. Ms. Stevenson agrees to abide by all City policies, rules and ordinances and to report violations to the City.
8. Ms. Stevenson shall submit a monthly shelter activity report and an animal control report detailing services provided and monies received.

### **Duties of City and Ms. Stevenson**

1. Each party agrees to indemnify and hold harmless the other party and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages including attorney's fees, arising out of or resulting from any negligent act or omission caused by the indemnifying party or its agents or employees except for any intentional violation of any law.
2. Ms. Stevenson agrees that her rescue operations are separate from City business and defined as a contractual relationship between Ms. Stevenson and her clients solely. The City shall carry its liability policy at the shelter
3. The City shall provide oversight of all shelter operations through the police chief or his/her designees. The City Manager and/or the City Council may intervene in the event of a dispute.

**Termination by Either Party**

Either party to this agreement may terminate upon a written notice to do so giving the other party thirty (30) days to end the relationship and allowing Ms. Stevenson thirty (30) additional days to remove any personal items or other items Ms. Stevenson is responsible for from the premises of the shelter.

SIGNED:

Vaun D. Ryan

Vaun Ryan, Mayor of Roosevelt City

7/19/16

Date

ACCEPTED:

Melisa SA

Melisa Stevenson, Contractor

7-6-16

Date

Rick Harrison

Rick Harrison, Police Chief

7-6-16

Date