



**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
CITY OF BETHEL  
&  
BETHEL FRIENDS OF CANINES**

This Agreement is made this 26<sup>th</sup> day of January 2018, by and between the City of Bethel (hereinafter "City"), a municipal corporation, and the Bethel Friends of Canines (hereinafter "Friends"), a non-profit corporation.

**Article I – Purpose**

The purpose of this Memorandum of Understanding (MOU) is to set out the terms and conditions under which Friends will be granted access to the City's dog pound (hereafter the "Facility") and the animals housed in the Facility.

The City and Bethel Friends of Canines each recognize responsibilities and interests in the establishment of a cooperative relationship that meets the needs of both entities.

**Article II – Statement of Work**

In this MOU, the parties agree to the following:

**THE CITY OF BETHEL WILL:**

1. Provide non-exclusive access to the Facility for approved Friends Board members and volunteers;
2. Promptly review and notify Friends of its decision to add/deny requests for addition, deletion or modification of approved Friends Board Members and volunteers who may enter the Facility;
3. Maintain heat, electricity and water at the Facility;
4. Maintain the same level of supplies as has been customary at the Facility;
5. Notify Friends whenever City is aware that a dog has not been claimed after four (4) days in the Facility;
6. Continue to be responsible for enforcing the Bethel Municipal Code which includes, but is not limited to, investigating calls of loose dogs, picking up loose and stray animals, investigating reports of abuse and neglected animals, investigating reports regarding animal bites.
7. Allow Friends to extend the four (4) day stay if a canine has not been claimed during the initial four (4) full days of impoundment;
8. Waive any adoption fee for any dog adopted to or by Friends directly from the Facility;
9. Euthanize canines mutually deemed non-adoptable or whom the City has declared a dangerous dog.
10. Euthanize animals whose owners have relinquished to the City specifically for euthanasia.

**THE BETHEL FRIENDS OF CANINES WILL:**

1. Provide adoption services, as available, for canines that have not been claimed from the Facility within four (4) full days of impoundment;
2. Be granted non-exclusive rent-free use of the City Dog Pound Facility for use in housing and working with stray and unwanted pets awaiting adoption or identification;
3. Require that all canines adopted from the Facility that will remain within the City of Bethel be spayed/neutered and have all necessary shots [rabies, distemper, parvovirus, etc.] within thirty (30) days of adoption;
4. Notify the City of any canine that has been adopted within the City of Bethel that has not complied with the spay/neuter and vaccination requirement;
5. Provide adequate care<sup>1</sup>, including feeding, watering, and a clean space for all animals impounded or housed at the Facility;
6. Ensure that all animals at the Facility are checked at least twice per day (once in the morning and once in the late afternoon or early evening) – each day of the week, including holidays and weekends;
7. Ensure that all animals at the Facility receive adequate food and water;
8. Ensure that the holding enclosure for each animal is cleaned daily;
9. Notify the City whenever an animal appears to be ill or under significant distress;
10. Not allow anyone to enter the Facility who is not on the approved list of persons who may access the Facility unless the express written consent of the Police Chief has been obtained.

**Article III – Terms of Understanding**

This Agreement shall take effect upon the written approval of all Parties and shall remain in effect until December 31, 2020. The parties may modify this Agreement at any time by mutual written consent.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days advance written notice.

Both parties expressly acknowledge that at all times during the term of this Agreement, the City's need for housing animals picked up or accepted by City personnel will take precedence over foster animals or other animals placed there for non-City purposes. In the event of overcrowding at the Facility, all City needs will take priority and Friends will be required to find alternate housing for non-City animals immediately.

**Article IV – Indemnification**

The right to adopt canines is non-exclusive to Friends. The City makes no promises as to the age, condition, temperament or bite history of any animal which enters the Facility.

The Facility itself is an older Facility and may be a unsuitable for persons with physical limitations.

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<sup>1</sup> Adequate care is defined as that standard which is reasonable and customary for a canine kennel.

Friends accepts each animal, as well as their care and safety, as the animal is, without promise that the animal is friendly, non-aggressive, house-broken, or able to be adopted.

Except for the sole negligence of City (the owner) and to the fullest extent permitted by law, Friends shall defend, indemnify, and hold harmless City and any of the City's council members, managers, employees and contractors, from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with services or supplies provided by, or performed under this Agreement by Friends, it's agents, volunteers, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

#### **Article V – Insurance**

Friend's shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by the City, such insurance as will protect the City from claims set forth below and others, which may arise out of or as a result from Friend's operations under this Agreement, whether such operations are by Friends, a volunteer of Friends or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of Friends under this Agreement.

- (a) Claims under worker's compensation, employers liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this Agreement.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than Friends' employees or volunteers.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by Friends, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting there from.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use

of any motor vehicle.

Claims involving Friends' usual obligations and assumption of liability under this Agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments

(b) The insurance required shall be written for not less than the limits listed in (c) below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the lease to the date of final occupancy or termination.

(c) The insurance required shall be written for not less than the following limits:

1. *Worker's Compensation Insurance:*

Statutory Requirements of the State of Alaska, and  
Employer Liability Insurance limits of:  
\$500,000.00 each accident.  
\$500,000.00 disease each employee.  
\$500,000.00 disease policy limit.

2. *Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.*

\$1,000,000.00 Combined Single Limit of Liability per Occurrence  
\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence  
\$2,000,000.00 Annual General Aggregate Limit of Liability  
\$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability  
\$100,000.00 Fire Damage Limit of Liability Any One Fire  
\$5,000.00 Medical Payment Limit Any One Person

3. *Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.*

\$1,000,000.00 Combined Single Limit of Liability per Accident  
For all Owned, Hired, and Non-Owned Vehicles.

(d) Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and

employers liability insurance shall contain a waiver of subrogation provision in favor of the City of Bethel.

- (e) The commercial general liability insurance shall name The City of Bethel as an additional insured as respects this Agreement.
- (f) Friends' required insurance is subject to review and adjustment by the City, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Friends shall be provided a written explanation for any such changes.
- (g) Certificates of insurance acceptable to City shall be filed with City prior to the commencement of the beginning of the Agreement.

If any of the insurance policies required above are canceled for any reason, Friends shall provide immediate notice to City of the cancellation and either provide: evidence of replacement or notice of reinstatement. This evidence of replacement or notice of reinstatement shall be delivered to City prior to the scheduled cancellation date. Failure of Friends to comply with this provision shall terminate this Agreement immediately.

Immediate notice means that Friends shall notify City, by facsimile or by certified mail within five (5) calendar days of receipt of the cancellation notice from the insurance company, by Friends.

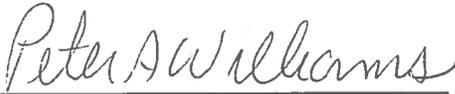
Notice described above shall be delivered to the following location:

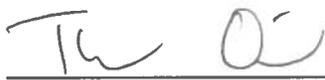
City of Bethel  
Legal Department  
PO Box 1388  
300 State Highway  
Bethel, AK 99559-1388

IN WITNESS WHEREOF, the City of Bethel and the Bethel Friends of Canines, through their authorized representatives, execute this Agreement on dates set forth below.

CITY OF BETHEL

BETHEL FRIENDS OF CANINES

  
\_\_\_\_\_  
Peter A. Williams, City Manager

  
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Date: 1-26-2018

Date: 1-24-18