

**SERVICE AGREEMENT
FOR SHELTER ADMINISTRATION AND ANIMAL CARE**

THIS AGREEMENT is made and entered into this 1st day of March 2021 by and between the **City of Fort Pierce**, a municipal corporation of the State of Florida, (referred to hereinafter as “City”), and **Sunrise Humane Society, Inc.**, a not-for-profit corporation under the laws of the State of Florida (referred to hereinafter as “Sunrise Humane Society”).

WHEREAS, the City is the owner of an animal shelter complex located at 100 Savannah Road, Fort Pierce, Florida (referred to hereinafter as the “Savannah Shelter”); and

WHEREAS, the City and St. Lucie County have determined that it would be mutually beneficial to utilize the Savannah Shelter complex to provide certain animal services; and

WHEREAS, the City and St. Lucie County have determined that it would be appropriate and cost-effective to select a third party to provide said animal services; and

WHEREAS, Sunrise Humane Society represents that it can provide said animal services; and

WHEREAS, the City intends to enter into a lease agreement (referred to hereinafter as the “corresponding lease agreement”) with Sunrise Humane Society, whereby Sunrise Humane Society will be permitted to occupy the Savannah Shelter for the purpose of providing services covered by this Agreement; and

WHEREAS, the City and St. Lucie County intend to enter into separate agreements with Sunrise Humane Society for the care of animals which are in their respective custody and are being housed at the Savannah Shelter,

NOW THEREFORE, in consideration of the mutual benefits received by each party, the City and Sunrise Humane Society agree as follows:

ARTICLE 1.0 RECITALS.

The foregoing recitals are hereby incorporated as forming the intent and purpose of this Agreement.

ARTICLE 2.0 TERM.

2.1 This Agreement shall be effective on March 1, 2021 and shall remain in effect for one (1) year thereafter (referred to hereinafter as the “initial term”), unless it is extended as set forth in Article 2.2 below or terminated as set forth in Article 11.0 below.

2.2 Upon the expiration of the initial term, this Agreement shall automatically extend for four (4) additional terms of one (1) year each, unless it is terminated as set forth in Article 11.0 below.

ARTICLE 3.0 SCOPE OF SERVICES.

Sunrise Humane Society shall provide the services set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

ARTICLE 4.0 OBLIGATIONS OF SUNRISE HUMANE SOCIETY.

The obligations of Sunrise Humane Society with respect to all the Services authorized pursuant to this Agreement shall consist of the following:

4.1 **COMPLIANCE WITH APPLICABLE LAW:** Sunrise Humane Society shall provide and perform all services pursuant to this Agreement in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided or performed (hereinafter referred to collectively as "applicable law") by Sunrise Humane Society.

4.2 **LICENSES:** Sunrise Humane Society shall obtain and maintain throughout the terms of this Agreement all such licenses as are required to do business in the State of Florida, in St. Lucie County, and in the City of Fort Pierce, including but not limited to, licenses required by the State of Florida to perform the services covered by this Agreement.

4.3 **QUALIFIED PERSONNEL:** Sunrise Humane Society shall employ and/or retain only qualified personnel to oversee all services to be provided pursuant to this Agreement. When the services to be provided or performed require a State of Florida license, such personnel shall hold and maintain the statutorily required license. In carrying out the provisions of this Agreement, all Sunrise Humane Society employees will be responsible only to management at Sunrise Humane Society. Likewise, all Animal Control Officers employed by the City will be responsible to and supervised only by the City.

ARTICLE 5.0 COMPENSATION.

Commencing on March 1, 2021 and ending on September 30, 2021, the City shall compensate Sunrise Humane Society for its services at the rate of \$11,250.00 per month. Payment shall be made quarterly and within fifteen (15) days of the first day of the quarter. Any modification to

the rate of compensation shall be done only by written agreement of the parties. Any modification to the rate of compensation shall only apply prospectively and shall be agreed upon in writing prior to August 1 of each year.

ARTICLE 6.0 INDEPENDENT CONTRACTOR.

Sunrise Humane Society shall perform the conditions of this Agreement on an independent contractor basis, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Sunrise Humane Society and its employees are not employees of the City and are not entitled to the benefits provided by the City to its own employees. Sunrise Humane Society, as a private employer, and its employees, are not governed or bound by collective bargaining agreements, employment policies, grievance procedures, or regulations, laws, or ordinances which may control the relationship between the City, a public employer, and its employees. Sunrise Humane Society shall not be considered a public agency and shall not be governed by open meetings or other requirements of Chapter 286, Florida Statutes.

ARTICLE 7.0 INSURANCE AND INDEMNIFICATION.

7.1 INSURANCE:

Sunrise Humane Society shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein.

Sunrise Humane Society shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce.

Sunrise Humane Society shall furnish the City of Fort Pierce proof of meeting the following minimum requirements:

Commercial General Liability:

The Sunrise Humane Society shall maintain and, prior to commencement of work pursuant to this Agreement, provide the City with satisfactory evidence of commercial general liability insurance to include:

1. Bodily injury and property damage and personal and advertising injury for limits of not less than \$1,000,000 per occurrence;
2. Products completed operations aggregate limit of \$1,000,000;
3. Damage to Premises Rented to You for limits of not less than \$100,000 per occurrence;
4. Medical Payments for limits not less than \$5,000 per person; and
5. A general, per contract/project, aggregate limit of not less than \$2,000,000.

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The policy shall also provide that the City will be given a thirty (30) day written notice of cancellation or non-renewal and include the City and its members, officials, officers and employees as additional insureds on a form no more restrictive than ISO Form CG 2010 (Additional Insured-Owner, Lessees, or Contractors).

Workers' Compensation and Employers Liability:

The Sunrise Humane Society shall maintain and, prior to commencement of work pursuant to this Agreement, provide the City with satisfactory evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$500,000 for accidents and disease. The policy shall also provide that the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Automobile Liability Insurance:

The Sunrise Humane Society shall maintain and, prior to commencement of work pursuant to this Agreement, provide the City with satisfactory evidence of automobile liability insurance providing coverage no more restrictive than that provided by the standard Business Auto Policy (ISO Form CA 00 01), without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy limit shall be no less than \$1,000,000 each occurrence. The policy shall also provide that the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Compliance:

Satisfactory evidence of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

1. Items a, b, and c:
 - a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
 - b. A copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying the inclusion of the City and the City's members, officials, officers, and employees as additional insureds in the Commercial General Liability policy; and
 - c. A copy of the actual endorsement for each required policy which provides that the City will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s);
2. The original of the policy(ies); or
3. Other evidence satisfactory to the City.

Neither approval nor failure to disapprove insurance furnished by Sunrise Humane Society shall relieve Sunrise Humane Society from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

City of Fort Pierce

Attention: Risk Manager

100 N. U.S. Hwy. 1

Fort Pierce, FL 34950

2. Additional Insured for General Liability

City of Fort Pierce and its members, officials, officers and employees

7.2 INDEMNIFICATION:

Sunrise Humane Society hereby agrees to indemnify and hold harmless the City and its officers and employees from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and costs, by reason of damage to persons or property as a result of events caused by the negligence, recklessness, or intentional misconduct of Sunrise Humane Society, its agents, its officers, or its employees, while Sunrise Humane Society provides or performs the services covered by this Agreement.

ARTICLE 8.0 INSPECTION.

8.1 Sunrise Humane Society shall allow unannounced inspections of the Savannah Shelter facility by the City Manager or designee and/or the City's Animal Control staff to assess shelter operations and to ensure that all animals at the facility are being treated humanely and cared for in accordance with this Agreement and applicable law. After each inspection, the City shall identify any deficiencies in treatment and/or care and deliver written notice of same to Sunrise Humane Society.

8.2 If an identified deficiency poses an immediate risk to animal welfare, Sunrise Humane Society shall take immediate action to abate the danger and to correct the cause of the deficiency. The City shall retain the right to take any corrective action necessary to ensure animal welfare.

8.3 If an identified deficiency poses no immediate risk to animal welfare, the City shall specify the time within which the deficiency must be corrected. The specified time shall be no fewer than forty-eight (48) hours and no more than thirty (30) days after delivery of the notice of deficiency.

8.4 The City may, in its sole discretion, agree to extend the time to correct identified deficiencies.

8.5 The refusal or failure of Sunrise Humane Society to correct any identified deficiency shall constitute cause for termination of this Agreement.

ARTICLE 9.0 REPORTS.

Sunrise Humane Society shall provide the City with a monthly report of all animals delivered to the Savannah Shelter. The report for each month shall contain: the jurisdiction from which each animal was received; basic information about the animals, including species, sex, and age; the name and address of any person who brought an animal to the shelter; the name and address of any owner to whom an animal was returned; intake and outcome data; and the number of registrations issued. The reports shall be produced by Sunrise Humane Society and delivered to the City on or before the fifth day of the month following the month for which the report is prepared.

ARTICLE 10.0 AUDIT.

Sunrise Humane Society gives the City Manager or designee the right, until the expiration of three (3) years after expenditure of funds under this Agreement, to audit the use of the monies paid hereunder. Upon ten (10) days written notice, the City shall have access to and the right to examine relevant books, documents, papers, and records of Sunrise Humane Society involving transactions related to the monies paid hereunder. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or until the expiration of three (3) years after the expenditure of the funds.

ARTICLE 11.0 TERMINATION.

11.1 Either party may terminate this Agreement for cause, including but not limited to the termination of the corresponding lease agreement, upon providing a minimum of sixty (60) days written notice delivered to the other party.

11.2 Either party may terminate this Agreement without cause upon providing a minimum of one hundred and twenty (120) days prior written notice delivered to the other party.

ARTICLE 12.0 NOTICE.

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to Sunrise Humane Society:
Sunrise Humane Society, Inc.
100 Savannah Road
Fort Pierce, Florida 34982

If to the City:
City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

With a Copy to:
City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

ARTICLE 13.0 AMENDMENT.

No amendment, modification, or waiver of this Agreement or any part hereof, shall be valid or effective unless in writing and signed by all parties, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

ARTICLE 14.0 GOVERNING LAW AND VENUE.

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

ARTICLE 15.0 CAPTIONS.

Articles and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

ARTICLE 16.0 PUBLIC RECORDS.

Sunrise Humane Society shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by it in conjunction with this Agreement. Sunrise Humane Society shall comply with Florida's Public Records Law. Specifically, Sunrise Humane Society shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

Upon request, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in state law or otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following termination of the Agreement if Sunrise Humane Society does not transfer the records to the City.

Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Sunrise Humane Society upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

IF SUNRISE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, SUNRISE HUMANE SOCIETY SHOULD CONTACT THE CITY'S CUSTODIAN OF RECORDS AS FOLLOWS:

**CITY CLERK'S OFFICE
100 N US 1
FORT PIERCE, FL 34950
772-467-3065
lcox@citoffortpierce.com**

Failure of Sunrise Humane Society to comply with these requirements shall constitute a material breach of this Agreement.

ARTICLE 17.0 CONFLICT OF INTEREST.

Sunrise Humane Society represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Sunrise Humane Society further represents that no person having any interest shall be employed for said performance.

ARTICLE 18.0 ASSIGNMENT.

Sunrise Humane Society shall not delegate, sublet, or subcontract any part of the work under this Agreement without the prior written consent of the City.

ARTICLE 19.0 ACCEPTANCE.

19.1 The rights of the parties under this Agreement shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

19.2 Except as otherwise provided, this Agreement shall be binding upon and shall inure to the benefit of the parties.

19.3 Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

ARTICLE 20.0 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement shall be interpreted as a whole unit.

ARTICLE 21.0 PARTIAL INVALIDITY.

In the event any term, provision, or condition of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or portion thereof shall be deemed severable, and it shall not invalidate or impair this Agreement as a whole or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officers effective as of the date set forth above.

ATTEST:

CITY OF FORT PIERCE

By: _____
Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

By: _____
Peter Sweeney, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **Julie Kittams, President of Sunrise Humane Society, Inc.**, who executed the foregoing instrument and produced _____ as identification and who did take an oath.

WITNESS MY HAND AND SEAL in the County and State aforesaid this _____ day of _____, 2021.

Notary Public signature

Print name

My commission expires: _____

EXHIBIT "A"
SCOPE OF SERVICES

Sunrise Humane Society shall provide the following services/care pursuant to this Agreement in accordance with the Performance Standards set forth below:

A.1.0 ACCEPTANCE OF ANIMALS.

A.1.1 Sunrise Humane Society shall provide shelter, board, and care of all domestic animals and reptiles impounded by Animal Control Officers or received from the residents of the City and delivered to the Savannah Shelter, until the animal is returned to its owner, adopted, or otherwise disposed of at the discretion of Sunrise Humane Society and in accordance with applicable law. The term "domestic animals" shall not include potbellied pigs, wildlife, livestock, chickens, or peafowl. Sunrise Humane Society shall accept live strays, deceased animals for disposal, and owner releases for adoption and euthanasia.

A.1.2 Delivery of any animal pursuant to this Agreement shall be made to the Savannah Shelter.

A.1.3 Acceptance of an impounded animal from an Animal Control Officer upon delivery must be done in a timely manner to ensure officers are available for incoming calls from dispatch.

A.1.4 Animal Control Officers must have access twenty (24) hours per day seven (7) days per week, including holidays, to deliver animals.

A.1.5 The City shall take proactive measures to return impounded animals to their respective owners and to divert animal surrenders, whenever feasible, to reduce the number of animals impounded at the shelter.

A.1.6 The City's Animal Control Officers shall thoroughly and accurately complete all City impound forms and any impound forms created by Sunrise Humane Society and provide the forms to Sunrise Humane Society prior to leaving any animal in the designated impound location.

A.2.0 SPECIAL HANDLING.

A.2.1 Sunrise Humane Society shall ensure that animals subject to law enforcement holds, protective custody holds, bite incident quarantine, veterinary quarantine, or other special holds are kept in an isolated area which is not open to public access or visits.

A.2.2 If a City Animal Control Officer opines that an animal which he or she is impounding is aggressive and/or constitutes a danger to the public and provides documentation of such, said animal shall not be adopted. The decision to euthanize or transfer said animal to a rescue organization shall lie within the discretion of Sunrise Humane Society's Veterinarian and Shelter Manager. Sunrise Humane Society shall notify any receiving rescue organization of the impounding officer's assessment of the animal and obtain a signed affidavit from said organization acknowledging that it has been warned of the potential danger.

A.2.3 If a special hold relates to a legal proceeding, the Sunrise Humane Society shall provide witness testimony and copies of all records upon the City's request.

A.2.4 If an animal has been declared a dangerous dog pursuant to Chapter 767, Florida Statutes, the Sunrise Humane Society shall comply with all requirements for the handling, confinement, and disposition of such animal.

A.3.0 CARE.

A.3.1 Sunrise Humane Society shall comply with the USDA Animal Welfare Act and Animal Welfare Regulations (Part 3 – Standards; Subpart A) and other applicable law in the provision of care, treatment, and transportation of impounded animals.

A.3.2 Sunrise Humane Society shall provide appropriate food, water, and veterinary care to animals delivered to the Savannah Shelter.

A.3.3 Sunrise Humane Society shall, whenever possible, provide vaccinations to animals delivered to the Savannah Shelter.

A.3.4 Sunrise Humane Society shall treat, whenever possible, flea and tick infestations of outer extremities of animals delivered to the Savannah Shelter.

A.3.5 For veterinary emergencies that occur during regular shelter hours, the City shall contact Sunrise Humane Society for direction regarding the appropriate veterinary care of the animal.

A.3.6 For veterinary emergencies that occur outside regular shelter hours, the City shall take the sick or injured animal to the emergency veterinarian contracted by Sunrise Humane Society.

A.4.0 ADOPTION.

A.4.1 Sunrise Humane Society shall make every reasonable effort to prepare and present eligible animals for adoption by the public.

A.4.2 Sunrise Humane Society shall ensure the completion of all paperwork necessary to effectuate the adoption of animals prior to transfer to the adopter.

A.4.3 Sunrise Humane Society shall spay or neuter all adopted animals prior to transfer to the adopter.

A.5.0 DISPOSAL OF ANIMALS.

A.5.1 Sunrise Humane Society shall provide for humane disposal of unclaimed animals after the required holding period unless sickness or injury requires earlier disposal.

A.5.2 Sunrise Humane Society shall make all reasonable efforts to reunite animals known to be owned prior to adoption, transfer, or euthanasia. Reasonable attempts shall include accessing current licensing records, using contact information on owner-provided tags worn by the animals, scanning all animals to detect implanted microchips, and attempting contact with registered owners.

A.5.3 Sunrise Humane Society shall provide cremation and disposal of the cremains of all domestic animals and small wildlife at no additional charge to the City.

A.6.0 EUTHANASIA.

A.6.1 Sunrise Humane Society shall arrange and/or provide for the humane euthanasia and disposal of unclaimed animals and/or animals recommended for euthanasia by a licensed veterinarian. Euthanasia shall be accomplished in compliance with Section 828.058, Florida Statutes other applicable law. Euthanasia shall not subject any animal to unnecessary pain.

A.6.2 Shelter workers required to perform euthanasia shall comply with applicable state licensing and/or certification requirements and receive training via the Florida Animal Control Association and the Association of Shelter Veterinarians.

A.7.0 RABIES TESTING (DECAPITATION).

7.1 Sunrise Humane Society shall be responsible for performing, at its own expense, rabies testing (decapitation) upon animals which have been impounded and delivered to the Savannah Shelter.

7.2 The City shall be responsible for performing, at its own expense, rabies testing (decapitation) upon animals which are in its custody but have not been delivered to the Savannah Shelter. Such responsibility shall also include rabies testing on deceased animals which the City brings to the Savannah Shelter for the purpose of refrigeration.

7.3 From time to time, the City or Sunrise Humane Society may request that the other party perform rabies testing (decapitation). If such a request is made, the performing party may request a fee in exchange for performing the service.

A.8.0 ANIMAL REGISTRATION.

A.8.1 Sunrise Humane Society shall ensure that all animals are properly registered prior to their release or adoption.

A.8.2 Sunrise Humane Society shall issue City of Fort Pierce animal registration licenses to residents for privately owned animals and collect the associated registration fees. Sunrise Humane Society shall remit registration fees that are payable to the City by the fifth day of the month following issuance.

A.9.0 IMPOUND FEES.

Sunrise Humane Society shall collect all fees applicable to animals impounded by the City and it shall forward collected fees to the City no later than the fifth day of the following month.

A.10.0 CUSTOMER SERVICE.

A.10.1. Sunrise Humane Society shall provide professional and compassionate customer service to all customers, regardless of the nature of their visit.

A.10.2 Sunrise Humane Society shall utilize a managed intake process, which shall focus on responding to customer needs and attempting to reduce the number of animal intakes.

A.11.0 FACILITY REQUIREMENTS.

A.11.1 Sunrise Humane Society shall maintain an isolation area adequate for compliance with the special handling provisions set forth in Section A.2.1 of this Exhibit "A."

A.11.2 Sunrise Humane Society shall adopt and follow sanitation and disinfection practices that are consistent with applicable law.

A.11.3 Sunrise Humane Society shall maintain the Savannah Shelter complex in accordance with the corresponding lease agreement.

A.12.0 E-VERIFY.

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Sunrise Humane Society and any subcontractors shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The City, Sunrise Humane Society, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Sunrise Humane Society shall provide documentation of its compliance with this requirement upon request by the City.

If Sunrise Humane Society enters into a contract with a subcontractor, the subcontractor must provide Sunrise Humane Society with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Sunrise Humane Society shall maintain a copy of the affidavit during the terms of this Agreement.

The City will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Sunrise Humane Society of unauthorized aliens a violation of 8 Section U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Sunrise Humane Society agrees that violation by Sunrise Humane Society shall be grounds for unilateral termination of this Agreement by the City.