

AGREEMENT

THIS AGREEMENT is made on this 28th day of October 2020, by and between the City Of Grand Island, Nebraska, a Municipal Corporation, hereinafter referred to as the “City” and the Central Nebraska Humane Society, Inc., a Non-Profit Corporation, hereinafter referred to as the “CNHS.”

ARTICLE I. STATEMENT OF PURPOSE

This Agreement will set forth the terms and conditions under which CNHS shall administer and enforce the ordinances of the City pertaining to animals in accordance with the parties’ mutual objectives and principles. This Agreement will address the sheltering, care, and disposition of such animals. It is agreed that humane treatment of animals, protection of the public, and compliance with the law are the primary objectives of enforcement.

ARTICLE II. TERM OF AGREEMENT

Upon its approval by City Council and CNHS Board of Directors and execution by the Mayor and President of the CNHS Board of Directors, this Agreement shall be effective November 1, 2020, and shall continue in full force and effect for a term of one year (the “Initial Term”) unless earlier terminated by either party. Upon expiration of the Initial Term, this Agreement shall be automatically extended for successive terms of one year, up to two times, each commencing on November 1 unless terminated by either party. It is specifically agreed and understood that either party shall have the right to terminate this Agreement at any time by giving the other party ninety (90) days written notice in advance of the termination date.

ARTICLE III. CNHS DUTIES

In the performance of this Agreement, CNHS shall serve as an animal control authority for City and shall have the following duties:

A) CNHS shall furnish, maintain, and operate an animal control shelter with equipment, supplies, and facilities to be utilized in connection with CNHS's performance of this Agreement. CNHS shall respond and investigate complaints of violations of Chapter 5 of the Grand Island City Code (hereinafter referred to as "the Code") in a professional and efficient manner.

B) Animal Control shall remain open during all regular business hours of CNHS which are hereby defined as Monday through Friday from 8:00 a.m. to 5:30 p.m., Saturday from 8:00 a.m. to 4:30 p.m., and Sunday from 1:00 p.m. to 4:30 p.m., or other regular business hours of CNHS as determined by the Board of Directors for CNHS and approved by City, which approval shall not be unreasonably withheld. CNHS will notify City's City Administrator of any proposed changes in regular business hours of CNHS at least ten (10) days prior to such change. Animal Control will not be open for regular business, but shall be on call for Priority One calls, on the following holidays:

- 1) New Year's Day – January 1;
- 2) Easter Sunday;
- 3) Memorial Day – Last Monday in May;
- 4) Independence Day – July 4;
- 5) Labor Day – First Monday in September;
- 6) Thanksgiving Day – Fourth Thursday in November; or
- 7) Christmas Day – December 25.

For those holidays which shall fall on a weekend, the Animal Control shall also be closed on the day of observation by City as well as the holiday itself.

C) CNHS shall maintain a business telephone and publish such phone number.

D) CNHS shall employ not fewer than two (2) full time equivalent officers and such additional personnel as is necessary to fulfill the requirements of this Agreement, maintain one (1) vehicle and three (3) night-drop kennels for the purpose of staffing the animal control shelter, and provide services in the administration and enforcement of the Code pertaining to animals within the city limits of Grand Island. At least one (1) Animal Control Officer shall be on duty during all regular business hours of the CNHS.

E) An Animal Control Officer shall be on-call for Priority One calls at all times, including holidays, that the Animal Control Officer is not regularly scheduled. Priority One calls are detailed in Exhibit "A" to this Contract. The name and telephone number of said on-call Animal Control Officers shall be maintained with the Grand Island-Hall County Emergency Center.

F) CNHS will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, dangerous or vicious animals as defined by the Code, picking up and transporting animals that have been confined, and bite/rabies investigation during regular business hours. Any services provided after hours will be a separate fee as listed in Exhibit "C" to this Agreement paid by the owner of said animal.

G) CNHS's Animal Control Officers shall investigate, during regular business hours, complaints concerning violations of the Code and shall take such steps as are necessary to administer and enforce said ordinances.

H) During regular business hours, CNHS shall collect and dispose of all deceased animals except domestic livestock found upon City streets, alleys, avenues, or other property owned by or controlled by City weighing seventy-five (75) pounds or less. CNHS will coordinate with City's Public Works Department, specifically the Streets Division, for the removal of deceased animals larger than seventy-five (75) pounds or that exceeds CNHS's equipment capacity.

I) During regular business hours, CNHS shall collect and remove domestic animals and other animals found running at large within the corporate limits of City and, at the discretion of the Animal Control Officer, return such animals to their owners, issue a citation, or impound and care for such animals in a humane manner.

J) Upon reasonable advance notice of no less than seven (7) business days, City may audit the records of CNHS regarding animal control.

K) CNHS shall retain all fees collected from the impounding, boarding, observation, adoption, redemption or sale of animals found within the corporate limits of City. Animals held by CNHS in its capacity of Animal Control at the direction of the City for a period in excess of twenty (20) calendar days, shall incur a fee of \$20.00 per day per animal. CNHS shall remit a bill monthly to City, and the City shall remit payment within thirty (30) days after legal proceedings have been concluded, or surrender of the animal(s) occurs. It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.

L) CNHS shall provide adoption services pursuant to its policies, procedures, and mission statement, and in compliance with any applicable holding requirement contained within the Code.

M) CNHS's Animal Control Officers shall be empowered to issue warnings and citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the Code to the City Attorney, or their designee.

N) CNHS shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which shall be maintained on file with City Clerk. A current set of written policies and procedures is attached hereto as Exhibit "B" and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island City Administrator for comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

O) CNHS shall maintain a published list of charges for all of its services and products; a current copy of which shall be maintained with the City Clerk. A current copy of charges for services and products is attached hereto as Exhibit "C" and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the City Administrator for comment and recommendations at least thirty (30) days prior to their institution except in instances of an emergency.

P) CNHS shall collect all fees in connection with its performance of this Agreement, and maintain complete financial records concerning its receipts and expenditures in connection with the performance of this Agreement and shall provide copies of current financial statements pertaining to Animal Control to City upon request, but not less than annually. Upon request, CNHS will make all of their financial records concerning the performance of this Agreement available to City for review or audit.

Q) CNHS shall file a quarterly activity report and meet with the City Administrator concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit "D."

R) CNHS and City shall maintain for a period of two (2) years, written records of citizen complaints of a significant nature relating to animals and the operations of Animal Control within the corporate limits of City.

S) CNHS shall adopt procedures consistent with City Code regarding impounding, testing and disposal of animals which have bitten or are suspected of biting any person or animal and, when appropriate, CNHS will provide to Central District Health Department information concerning biting incidents.

T) CNHS shall purchase and maintain during the term of this Agreement, or its renewals, insurance providing the following coverage and shall file certificates of insurance with City Clerk:

(1) Employer's liability and Workmen's Compensation Insurance as required by laws of the State of Nebraska;

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit;

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit;

(4) Professional Liability insurance with minimum limits of \$1,000,000 per incident; and

(5) Umbrella Liability insurance with a minimum limit of \$1,000,000 per occurrence (such insurance to be excess of the other primary limits of insurance –

Employer's Liability, Automobile Liability, Public Liability (General Liability) and Professional Liability).

City shall be listed as an additional named insured on all liability policies. Said certificates of insurance shall state that fifteen (15) days written notice shall be given to City before any policy covered thereby is changed or canceled. CNHS shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

U) CNHS shall annually deliver to the City a complete copy of the annual financial review of CNHS. CNHS shall deliver to the City a complete copy of the financial audit done once every three years of CNHS. To the extent permitted by law, City agrees to maintain the confidentiality of CNHS's financial records except such records as pertain solely to its animal control functions as required in III.P., above. If City receives a request to disclose a copy of the annual financial audit/financial statements of CNHS, City shall provide notice and a copy of such request to CNHS, which shall have four days in which to object to the disclosure. The financial audit/financial review shall be provided to the City within 30 days of their receipt by CNHS.

V) CNHS shall implement the Trap Neuter Release ("TNR") program as written by CNHS and attached as Exhibit "E" to this Agreement. CNHS shall send monthly TNR program progress and activity reports to the City Administrator and City Attorney, or their designee. CNHS shall provide proof of attempt to secure funding for implementation of this program. CNHS shall provide proof of funding amount upon any award.

W) CNHS officials and animal control officers are at all times the employees and agents of CNHS and this Agreement does not constitute such officials or animal control officers employees of the City. Animal Control Officers shall be trained and have relevant continuing education provided to them by the Humane Society.

ARTICLE IV. DUTIES OF CITY

In the performance of this Agreement, City shall have the following duties:

A) City shall cooperate with CNHS whenever necessary to aid in the enforcement and administration of the Code. City shall designate a member of the Grand Island City Council to liaison with the Board of Directors of CNHS in connection with the duties of this contract.

B) The Communication Center will receive telephone calls concerning violations of the Code at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as Priority One calls as defined on Exhibit "A".

C) During the term of this Agreement, City shall pay to CNHS the amounts authorized by the Mayor and City Council as shown in its adopted budgeted statements and annual appropriation ordinances. In addition to the fees and charges to be retained by CNHS as provided in Article III above, for the Initial Term, CNHS shall receive from City as compensation for the services provided herein an annual fee of \$388,500.00 (the "base rate") that will be paid in twelve (12) equal monthly installments of \$32,375.00 beginning in November 2020 with such payment to be received by CNHS no later than the 15th of the month. For the renewal term beginning November 1, 2021 and each succeeding term thereafter the base rate will be remain the same.

D) City shall inform CNHS of any revisions or amendments to the Code, at least sixty (60) days in advance of the revisions or amendment, and, notwithstanding any other provision of this Agreement CNHS shall have the option to terminate this Agreement upon sixty (60) days' notice if it unable to perform this Agreement under the revisions or amendment

E) During the period that this Agreement is in effect, City and CNHS shall conduct meetings a minimum of two (2) times per year for the purpose of reviewing the performance of CNHS in connection with the Agreement. For the purposes of such meetings, the representatives shall be the Executive Director of CNHS (or his/her designee), the President of the Board of Directors for CNHS (or his/her designee), and City Administrator (or his/her designee). The meetings will be set at the discretion of City.

G) City shall make available to CNHS Fleet Services of City of Grand Island for servicing of the required vehicle under this Agreement. CNHS shall be responsible for payment of the cost of those services to Fleet Services, inclusive of the cost of fuel purchased.

H) City shall be responsible for the issuance of all pet licenses within the City limits.

ARTICLE V. CHOICE OF LAWS

This Agreement shall be construed to be in accordance with the Grand Island City Code and the laws of the State of Nebraska.

ARTICLE VI. INDEMNIFICATION

With respect to acts or omissions occurring on or after the date this Agreement is approved by the parties' governing bodies and executed by the Mayor and CNHS's President of

the Board of Directors, each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action.

The rights, duties and obligations set forth in this section survive termination or expiration of this agreement.

ARTICLE VII. ASSIGNMENT

CNHS shall not assign its rights under this Agreement without the express prior written consent of City.

ARTICLE VIII. INDEPENDENCE OF CNHS

During the term of this agreement, CNHS, its officers, employees, agents, and volunteers, shall act in an independent capacity and not as officers, employees, or volunteers of City. The Parties agree that CNHS in performing its duties under this Agreement is performing traditional government functions.

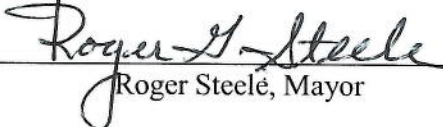
ARTICLE IX. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

CNHS is an Equal Opportunity Employer. It is the intent of CNHS to provide equal employment opportunity in its employment practices for all persons and will not discriminate on the basis of race, color religion, sex, sexual orientation, age or national origin, or against any qualified handicapped/disable individual

ARTICLE X. AGREEMENT

This Agreement constitutes the entire agreement between CNHS and City notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

CITY OF GRAND ISLAND, NEBRASKA,

By: 
Roger Steele, Mayor

10/28/2020
Date

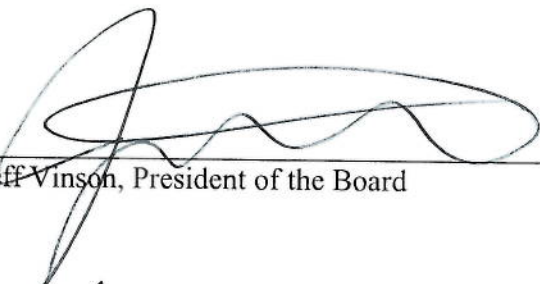
Attest: 
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.


Stacy R. Nonhof, Interim City Attorney

10/19/2020
Date

**CENTRAL NEBRASKA HUMANE SOCIETY, INC.,
A Non-Profit Corporation**

By: 
Jeff Vinson, President of the Board

10/12/2020
Date

Attest: 

Approved by Resolution 2020- 269