

AGREEMENT

THIS AGREEMENT is made on this 20th day of November, 2023, 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, 2023, and shall continue in full force and effect for a term of one year (the "Initial Term") unless earlier terminated by either party. There shall be a review after six (6) months for determination if the implementation of this contract is on track and able to be completed upon the expiration of the Initial Term. If, after the review, it is determined that the terms of this contract are not able to be implemented successfully, the contract terms and conditions may be re-negotiated. Upon expiration of the Initial Term, this Agreement shall be re-negotiated. 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's Animal Control Officers 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 and shall take such steps as are necessary to administer and enforce said ordinances.

B) 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. CNHS shall provide access to their reporting software to the City Attorney, or their designee.

C) Animal Control shall have at least one (1) officer on duty Monday through Friday from 8:00 a.m. to 5:30p.m. with hours to be extended dependent on staffing levels, 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. Animal Control 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;
- 7) Christmas Eve - December 24; or
- 8) Christmas Day – December 25.

D) 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.

E) CNHS shall employ not fewer than three (3) full time equivalent officers and such additional personnel as is necessary to fulfill the requirements of this Agreement, maintain vehicle(s) provided to CNHS by City, and provide services in the

administration and enforcement of the Code pertaining to animals within the city limits of Grand Island.

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.

G) 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.

H) CNHS shall collect and remove domestic animals and other pets, defined as those animals that someone is legally responsible for their care and/or maintenance, 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.

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

J) 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.

K) 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.

L) 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.

M) CNHS shall collect all fees in connection with its performance of this Agreement, and maintain complete and separate 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 Animal Control financial records available to City for review or audit.

N) 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 "C."

O) CNHS representatives to include, but not be limited to, the Co-Executive Directors of Communications and Operations and at least one member of the Executive Board, shall participate in monthly meetings with the Assistant City Attorney, Assistant City Administrator, and the Chief of Police or their designee.

P) 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.

Q) 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.

R) 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.M., 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.

S) CNHS shall provide funding at an agreed upon portion of the GIPD liaison officer salary upon implementation. Implementation dependent upon staffing and funding levels of both parties.

T) 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 as 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) City shall provide a liaison officer to CNHS pending staffing levels of GIPD and mutual agreement. Such officer will aid in training of animal control officers. Full duties of the liaison officer will be finalized by the six month review date and shall be attached as an addendum to this contract.

D) 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. For the Initial Term, CNHS shall receive from City as compensation for the services provided herein an annual fee of \$550,000.00 (the "base rate") that will be paid in twelve (12) equal monthly installments of \$45,833.33 beginning in November 2023 with such payment to be received by CNHS no later than the 15th of the month.

E) An agreed upon portion of the liaison officer salary shall be deducted from the monthly payments to CNHS upon implementation of the liaison officer position.

F) 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

G) City shall provide CNHS with police issued radios and will also provide two vehicles to CNHS based upon availability and funding. Access to Spillman records shall be via the liaison officer.

H) 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 Co-Executive Directors 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.

I) City shall be responsible for all routine maintenance and services of provided vehicles. Repair or replacement of said vehicles shall be at the discretion of the City. CNHS shall be responsible for any repairs due to negligence of employees of CNHS or lack of routine maintenance being done. CNHS is responsible for fuel costs.

J) 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.

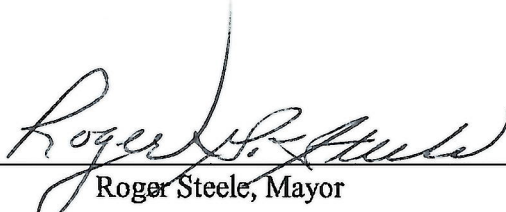
ARTICLE IX. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

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

November 20, 2023
Date

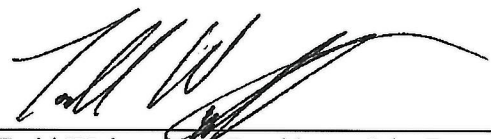
Attest: 
RaNae Edwards, City Clerk

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


Stacy R. Nonhof, Assistant City Attorney

11/20/23
Date

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

By: 
Todd Wainwright, President of the Board

11-17-23
Date

Attest: 

EXHIBIT A

PRIORITY ONE CALLS – RESPONSE IS 24/7

AGENCY ASSISTANCE: A request for police, sheriff, state patrol, fire or health department. Animal Control will respond to agency assist calls at ALL times.

Information needed:

1. Name of department requesting assistance;
2. Type of assistance required;
3. Address where assistance is required;
4. Name of contact at site; and
5. Other pertinent information for animal control officer, i.e., hazardous material, specific equipment needed, warrant, etc.

Agency Assistance will only be utilized for situations such as car accident, structure fires, or other situations when the animal's safety is at risk. Agency Assistance is not to be used for situations such as the execution of an arrest or search warrant where the animal is not in immediate danger, i.e., the animal can safely be left at the residence overnight.

BITE: Animal Control Officers will respond to ALL bite calls at all times.

Information needed:

1. Did the bite break the skin?
2. What date and time did the bite occur?
3. Is immediate medical attention needed?
4. Where is the victim (at home, hospital, etc.)?
5. Is transportation available (if required)?
6. What is the location and description of the animal?

7. Is the animal confined?
8. What is name and address of person making the call?
9. What is the animal's owner name and address?

Directions to be given caller:

1. Is transportation for the victim required? Call ambulance, animal control officer cannot transport victim.
2. Medical attention required; contact their family physician. **Minor wounds** - should be washed with soap and water for (5) five minutes.
3. Inform caller that animal control and police will make contact with victim and witnesses.

POTENTIALLY DANGEROUS AND DANGERS ANIMALS:

CONFINED STRAY: Defined as any domestic animal, such as a cat or dog, that is confined in the caller's yard or other building. After responding to the reported address, the officer will follow the procedures for a Confined Stray as listed in Exhibit B, Policies and Procedures of CNHS.

POTENTIALLY DANGEROUS is defined as any animal that when unprovoked: 1) inflicts a non-serve injury on a human or injures a domestic animal either on public or private property; 2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or 3) specific dog with known propensity, tendency or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

DANGEROUS is defined as any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a potentially dangerous animal by

an Animal Control officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury, or the damage was sustained by a person who at the time, was committing a willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing, or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

Information needed:

1. Location of animal?
2. Description of animal?
3. Is animal confined?
4. When and where was the animal seen last?
5. Name and address of owner, if known.
6. Reason caller is suspicious of the animal?
7. Name, address and phone number of caller.
8. Is the animal on the “declared list?” Animal must have been “declared potentially dangerous or dangerous” by animal advisory board and recorded at CNHS on “declared list.”

Directions to be given caller:

1. Inform caller to stay away from the animal!
2. Inform caller an animal control officer will be responding and will need to get more information.

CRUELTY: Generally refers to animals that are beaten, tortured, burned, mutilated, or killed. Do not try to move the animal, unless necessary. BE CAREFUL NOT TO BE BITTEN. If injury is also caused by **ILLEGAL ACTION** *i.e.* **shooting, trapping, poisoning, fighting**, have the witnesses remain at the scene or get names and addresses of witnesses.

Information needed:

1. Is the animal in immediate danger?
2. Description of animal?
3. Location of animal?
4. Name and address of owner, if known.
5. Name and address of abuser, if known.
6. What type of cruelty? Beaten, tortured, burned, mutilated or killed.
7. Name, address and phone number of caller.
8. Name, address and phone number of witnesses.

EXHIBIT B

CNHS Policies and Procedures

RUNNING AT LARGE:

Animal Control will receive a call from GIEC or the public (calling CNHS) and report the animal running at large. The Animal Control officer will respond to the call. Upon arrival to the reported location the Animal Control Officer will search for the animal(s) matching the description given. When spotted, the Animal Control Officer will pursue and obtain (by any means) any animal(s) spotted running at large. All animal(s) obtained while running at large will be impounded at the Central Nebraska Humane Society.

ANIMAL INTAKE:

ACO has brought in an animal from running at large or confined:

1. Bring dog to surrender room (for cats jump to #11-12 then back to #2-10)
2. Scan for a microchip
3. If has a microchip write it down
4. Look up microchip in pet point
5. If not in pet point search microchip in AAHA Universal Microchip Lookup for microchip company to contact
https://www.petmicrochiplookup.org/default.aspx?microchip_id=4623267315
6. Contact Microchip company – get owner information
7. Contact owner – if you contact owner make memo in pet point
8. Intake the animal into pet point
9. Take a picture of the animal add to pet point
10. Check lost dog/cat report book for missing animals –if there contact owner
11. Locate open ACO Canine kennel OR Stray Cat Kennels
12. Place animal in designated open kennel
13. Fill out ACO/Stray dry erase board with name of animal (Ex: Stray 4C)
14. Print off 2 kennel cards for dogs 1 to kennel and 1 to medical
-1 kennel card for cats only to medical

CONFINED STRAY (CAT OR DOG):

Animal Control receives call from GIEC or public. Report is made that there is a confined cat/dog

1. Animal control officer proceeds to reported address
2. Animal control officer retrieves animal and asks if finder can give any information about the animal
3. Returns animal to CNHS
4. Follows Animal Intake procedure

BATS:

Animal control receives report of a bat inside a home of business during regular business hours.

MUST BE INSIDE LIVING QUARTERS OF THE HOME OR BUSINESS (we do not get bats from attics, garages, or outside)

1. ACO proceeds to reported address
2. Take net, coffee can, and flashlight to enter home or business
3. Search for bat
4. If you find bat clinging to something use coffee can to catch
5. If bat is flying use net to trap bat. Swing net through air and catch bat then quickly (but gently) place net on floor (trapping bat between net and floor) using coffee can gently move can under net use your other hand to place lid under net and onto the coffee can. Do this all very gently as bats are actually quite fragile.
6. Talk to caller or other resident of the home to determine if the bat was:
 - Found in the same room as a human who was not alert and awake the entire time the bat was in the room or who was an unattended young child or other individual who cannot otherwise say with certainty "I know I wasn't bitten"?

-Did the bat fly into the person's face or collide or otherwise have contact with the person's exposed skin?

-Did the person step on the bat barefoot?

7. If yes to #6 bat must be taken to CNHS and euthanized by a licensed veterinarian and sent off for testing (following protocol) *If testing still wanted charge \$65.00
8. If declined testing WITH signature bat can be relocated to country – area with a lot of trees

EXHIBIT C
Animal Control Ticket Tracking Chart
Month and Year

Case Type	Total Incidents	Unfounded	Warning	Cited	Complied With Citation/Warning	Referred To City Attorney	Referred to County Attorney	Pending Cites	Notes
Abandoned	0	0	0	0	0	0	0	0	
Attack Case	0	0	0	0	0	0	0	0	
Bite Case	0	0	0	0	0	0	0	0	
City License	0	0	0	0	0	0	0	0	
Cruelty or Neglect	0	0	0	0	0	0	0	0	
Display Leash Law	0	0	0	0	0	0	0	0	
Disturbance	0	0	0	0	0	0	0	0	
Post-Exemption	0	0	0	0	0	0	0	0	
Rabies Vacc. Required	0	0	0	0	0	0	0	0	
Running at Large	0	0	0	0	0	0	0	0	
Welfare Check	0	0	0	0	0	0	0	0	
Totals	0	0	0	0	0	0	0	0	

Non-Cited Incidents

Total Tickets for the Month

Agency Assist	0	Warnings	0
Bait	0	Citations	0
Confined Stray	0	Total	0
Decreased	0		
Misc./Fuel	0		
Stab/Injured	0		
Wildlife	0		
Total	0		

Total Incidents	0
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