

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 19, 2023 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT - ANIMAL CONTROL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	D.J. BARCAL POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to approve an agreement between the City of La Vista, the Nebraska Humane Society, Sarpy County, Bellevue, Papillion, Gretna, Springfield and Ralston for animal control services.

FISCAL IMPACT

Funds have been budgeted in the FY24 municipal budget for animal control services.

RECOMMENDATION

Approval.

BACKGROUND

In 2000, the City of La Vista began contracting with the Nebraska Humane Society (NHS) thru Sarpy County for animal control services. A new two-year agreement has been developed. Specific rates and a license structure has been included in the agreement to ensure a standardization across all cities who contract with the NHS. City of La Vista pet licensing fees will remain \$12 for an altered dog or cat and \$25 for an unaltered dog or cat. All cities and the county under this agreement will have the same rates. By comparison, Omaha charges \$28.20 per altered dog or cat and \$53.50 for an unaltered dog or cat.

For the fees paid by cities and Sarpy County:

- Per resident rate will remain \$3.19. No increase 1/1/2024.
- Population figures updated to 2020 census data using current boundaries. Assumes 1% increase on 1/1/2023.

The City of La Vista's yearly fee would go from \$53,420 to \$53,952 based on a population of 16,913.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE NEBRASKA HUMANE SOCIETY, SARPY COUNTY, CITY OF BELLEVUE, CITY OF GRETNA, CITY OF SPRINGFIELD, CITY OF PAPILLION AND THE CITY OF RALSTON FOR ANIMAL CONTROL SERVICES.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City to enter into an interlocal cooperation agreement for the purpose of providing animal control services in an efficient and effective manner; and

WHEREAS, the City of La Vista is desirous of coordinating animal control services within the City and County;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with The Nebraska Humane Society, Sarpy County, City of Bellevue, City of Gretna, City of Springfield, City of Papillion and the City of Ralston for animal control services subject to modifications as the City Administrator deems necessary to maintain the existing level of service in the City and further direct the City Clerk to attest the same.

PASSED AND APPROVED THIS 19TH DAY OF DECEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

AGREEMENT

THIS AGREEMENT is made by and between the County of Sarpy (“County”); Nebraska Humane Society (“NHS”); and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska (collectively “the Cities”).

WHEREAS, the County and Cities are charged with duties of animal control within their corporate boundaries; and,

WHEREAS, the County and Cities wish to enter into an agreement with the Nebraska Humane Society for the provision of services to effect such duties of animal control; and,

WHEREAS, the Nebraska Humane Society is capable of performing such animal control services.

NOW, THEREFORE, in consideration of the following mutual agreements, the Parties agree as follows:

1. NHS Services. NHS shall provide the following animal control services to the County (including the Offutt Air Force Base Capehart Housing Area, pursuant to a separate contractual relationship) and the Cities, in a manner that complies with applicable statutes, ordinances, and regulations (“Applicable Laws”) and NHS policies and procedures as are in effect from time to time:
 - a. Appointment of Animal Control Officers in accordance with Applicable Laws.
 - b. Establishment of standards, rules, and regulations to carryout Applicable Laws.
 - c. Establish and maintain an animal shelter in accordance with Applicable Laws:
 - i. Pick up, receive, and house stray animals
 - ii. Stray animal lost and found
 - d. Issue and oversee licenses in accordance with Applicable Laws:
 - i. Production
 - ii. Tracking
 - iii. Recordkeeping
 - iv. Compliance enforcement
 - v. Issue tags and receipts
 - vi. Suspend or revoke licenses
 - e. Issue and oversee permits (e.g., kennels or catteries, breeders, pet avocations, feral cat colonies, pet shops) in accordance with Applicable Laws:
 - i. Process and review permit applications
 - ii. Conduct investigations required to issue permits
 - iii. Issue permits
 - iv. Suspend or revoke permits
 - v. Animal attraction inspections

- f. Violation enforcement:
 - i. Issue written notices, impound animals, investigate violations, issue citations, prepare misdemeanor and felony arrest warrants
 - ii. Seek a search warrant from the appropriate court to enable the authority to enter private property to inspect, care for, or impound animals in violation of any Applicable Laws
 - iii. Seek orders of impoundment when necessary for the safety of animals and the public
 - iv. Receive reports of suspected animal abuse or neglect, conduct animal cruelty investigations
 - v. Cooperate with City or County attorneys in the prosecution and enforcement of any violation of Applicable Laws
 - vi. Seize and impound animals in violation of Applicable Laws
 - A. At the discretion of the authority, any animal impounded may be examined and/or treated by a licensed veterinarian
 - B. Take reasonable steps to provide written notice of impoundment to the owner of the animal
 - C. Humane disposition of animals as deemed appropriate by the Nebraska Humane Society
- g. Rabies (animal bites and exposure) oversight in accordance with Applicable Laws:
 - i. Track
 - ii. Submit samples to lab
 - iii. Quarantine of animals
 - iv. Prevention - review vaccination certificates against rabies
- h. Potentially dangerous dog oversight in accordance with Applicable Laws:
 - i. Maintain records related to microchips required
 - ii. Approve responsible pet ownership classes and dog behavior classes
 - iii. Maintain registry of dangerous animals
 - iv. Initiate administrative proceedings to determine potentially dangerous animals
 - v. Keep required breed standards on file
 - vi. Issue required reports
 - vii. Designate breed ambassadors
 - viii. Notify the owner of any potentially dangerous animal if their dog is no longer declared a potentially dangerous animal
- i. Dangerous Animal capture and containment in accordance with Applicable Laws:
 - i. Initiate administrative proceedings to determine an animal to be potentially dangerous, and participate in appeals when needed
 - ii. Impound dangerous animal
- j. Other animal management in accordance with Applicable Laws:
 - i. Hold animals for the requisite holding period
 - ii. Return to owner
 - iii. Take ownership of animals
 - iv. Quarantine animals
 - v. Collect fees, late penalties, and expenses

- vi. Animal euthanasia or humane disposal
- vii. Animal Rescue
- viii. Loose livestock capture – not on owner’s property
- ix. Removal of animals deceased on roadways or other public property
- x. Capture of wildlife endangering citizens or public safety
- xi. Deceased wildlife only collected from private property if there has been a potential rabies exposure, and in other cases (except for smaller animals such as birds, squirrels or rabbits) upon request of property owner or occupant
- xii. Removal of sick or injured non-domestic animals from private and/or public property
- xiii. Fee for repeated removal/capture of wildlife requests generated from the same property within the same calendar year shall be an amount established annually by the Animal Control Authority based on its costs to respond to such requests, and shall be charged and collected by the Animal Control Authority directly from the property owner.

k. Maintain records in accordance with ordinances

- 1. File reports in accordance with ordinances
- m. Other assistance
 - i. Provide 24-hour emergency response
 - ii. Assist with Police, Fire, and Rescue
 - iii. Assist in disaster preparedness
 - iv. Assist and serve as a member of the City Problem Resolution Team
- 2. **Supplies.** NHS, at its own cost and expense, shall furnish all facilities, tools, labor, supplies, equipment, and materials to perform said work in accordance with provisions of this Agreement.
- 3. **Per Resident Rates.** In exchange for the services provided by NHS pursuant to this Agreement, the County and the Cities shall pay an annual fee which is calculated based upon a rate of \$3.19 per resident. This annual fee shall be payable in equal monthly installments, which shall be made in accordance with Section 4. The annual fee for each calendar year of this Agreement shall be determined based upon actual population figures for the Parties reported by Sarpy County GIS as of September 30 of the preceding calendar year.
 - a. The monthly rates and population for January-December 2023 were as follows:

Jurisdiction	Calendar 2023 Actual Fees			
	Population ①	Rate	Annual Fees	Monthly Fees
Bellevue	64,819	\$ 3.19	\$ 206,773	\$ 17,231
Gretna	9,175	\$ 3.19	\$ 29,268	\$ 2,439
La Vista	16,913	\$ 3.19	\$ 53,952	\$ 4,496
Papillion	24,399	\$ 3.19	\$ 77,833	\$ 6,486
Springfield	1,516	\$ 3.19	\$ 4,836	\$ 403
Unincorporated	75,687	\$ 3.19	\$ 241,442	\$ 20,120
Subtotal - Sarpy County	192,509		\$ 614,104	\$ 51,175
Ralston	6,561	\$ 3.19	\$ 20,930	\$ 1,744
TOTALS	199,070		\$ 635,033	\$ 52,919

4. Method of Payments.

- a. Monthly payments from the Cities to the County. The monthly rates charged to the Cities pursuant to Section 3 shall be paid to the County no later than the 10th day of each month.
- b. Monthly payments to NHS. The County shall combine the rates due from the County and the rates paid by the Cities pursuant to Section 3 and remit said payments to NHS no later than the last day of the month.
- c. In the event of non-payment from any entity, the County shall designate in its remission of payment which party(ies) payments are not included. If NHS has not received all amount due on or before the applicable due date and such amount remains unpaid for fourteen (14) days after notice of nonpayment from NHS to the applicable party, then NHS may suspend its services to the applicable party until the nonpayment has been cured.

5. Animal License Fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and the Cities the following license fees beginning January 1, 2024.

- a. Dogs (altered): \$12.00
- b. Dogs (unaltered): \$25.00
- c. Late Fees (altered): \$10.00
- d. Late Fees (unaltered): \$20.00
- e. Senior Discount: Free if altered
- f. Replacement Tags: \$6.00

Further, separate from the monthly fees identified in Section 3, NHS shall charge the residents of the Cities the following license fees beginning January 1, 2024.

- a. Cats (altered): \$12.00
- b. Cats (unaltered): \$25.00
- c. Late Fees (altered): \$10.00
- d. Late Fees (unaltered): \$20.00
- e. Senior Discount: Free if altered
- f. Replacement Tags: \$6.00

NHS shall be entitled to keep any license fees as further consideration under this Agreement.

- 6. Term. This Agreement shall be effective beginning January 1, 2024 and shall expire on December 31, 2026. Notwithstanding the foregoing, this Agreement shall automatically terminate in the event the Nebraska Legislature adopts a bill that limits the ability of NHS to perform its duties hereunder. This Agreement shall automatically renew for successive one (1) year periods, with monthly rates determined based upon the population of each entity as of January 1 of the given year as outlined in Section 3 above, unless notice is provided by one of the Parties to this Agreement at least sixty (60) days prior to the end of the then current term.
- 7. Workplace Discrimination. The Parties agree, pursuant to Neb. Rev. Stat. §73-102, to comply with Title VI of the Civil Rights Act of 1964 as amended and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101, *et seq.*, in that there shall be no discrimination against any person who is employed in the performance of this Agreement, or against any applicant for such employment, as a result of age, color, national origin, race, religion, creed, disability, or sex.
- 8. Hold Harmless. NHS agrees to indemnify and hold harmless the County and Cities, and their officers, employees, agents, and representatives, from all claims, suits, or actions of any kind and character made upon or brought against same for or on account of any injuries or damages received or sustained by any party by or from the acts or omissions of NHS or its agents, representatives, and subcontractors doing work under this Agreement. NHS further agrees to pay court costs and attorneys fees that may be incurred by the County or Cities in investigation and/or defending a claim, suit, or action as described in this section.
- 9. Financial Interest. Pursuant to Neb. Rev. Stat. §23-3113, the Parties affirm that no officer, member, or other employee of the County or Cities, nor member of their governing bodies or other public official of the County or Cities who exercise any function or responsibility in review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, has any financial interest, either direct or indirect, in this Agreement.
- 10. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided in this Agreement, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. Except as provided for in Section 12 below, the parties shall not provide any insurance

coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

11. Residency Verification. NHS agrees to comply with the residency verification requirements of Neb. Rev. Stat. §§4-108 through 4-114. NHS is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated to verify the work eligibility status of a newly hired employee.
12. Insurance. NHS shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate; Automobile Liability Insurance with a combined single limit coverage of \$1,000,000 for each accident; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. For the Commercial General Liability and Automobile Liability Insurance, the County and the Cities are to be named as additional insureds on the policies. In addition, all insurance coverages identified in this section shall be kept in force during the life of the Agreement, and if there is any event of cancellation or material change in any of the coverages, NHS shall notify the County and the Cities within thirty (30) days. NHS shall furnish proof of coverage if requested by either the County or the Cities.
13. Cooperation. The County and each City agree to cooperate in good faith with, provide reasonable assistance to, and respond to reasonable requests for information from NHS as necessary or appropriate for NHS to furnish the services hereunder. Without limiting the foregoing, the County and each City agree to furnish the services of its applicable law enforcement when necessary to aid in the enforcement of administration of the Applicable Laws and agrees to coordinate and respond to any requests from the public for records related to the services hereunder.
14. Notices. Any notice or other communication required or permitted hereunder shall be in writing. All such notices or communications shall be delivered personally; by certified mail, return receipt requested, postage prepaid; or by prepaid reputable overnight courier, and shall be deemed given (a) when delivered personally to the recipient, (b) one (1) business day after the date when sent to the recipient via overnight courier, or (c) three (3) business days after the date when mailed to the recipient via certified mail. All such notices are to be made to the parties at the following addresses:

County of Sarpy 1210 Golden Gate Drive	Nebraska Humane Society 8929 Fort Street
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Papillion, NE 68046 Attn: County Clerk	Omaha, NE 68134 Attn: President/CEO
City of Bellevue 1500 Wall Street Bellevue, NE 68005 Attn: City Clerk	City of Ralston 5500 S. 77 th Street Ralston, NE 68127 Attn: City Clerk
City of La Vista 8116 Park View Boulevard La Vista, NE 68128 Attn: City Clerk	City of Papillion 112 E. Third Street Papillion, NE 68046 Attn: City Clerk
City of Springfield 170 N. 3 rd Street P.O. Box 189 Springfield, NE 68059 Attn: City Clerk	City of Gretna 204 N. McKenna Avenue P.O. Box 69 Gretna, NE 68028 Attn: City Clerk

15. Miscellaneous. This Agreement embodies the complete agreement between the Parties with respect to the subject matter of this Agreement. No provision contained in this Agreement may be modified, amended, or waived except by written agreement signed by each Party to this Agreement. This Agreement shall be subject to and governed by the laws of the State of Nebraska. This Agreement may be executed in counterparts and may be executed and/or delivered by electronic means, all of which taken together shall constitute one and the same original instrument.

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the _____ day of _____, 2023.

SARPY COUNTY, NEBRASKA,
A body politic and corporate.

ATTEST:

Sarpy County Clerk

Chairperson,
Sarpy County Board of Commissioners

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

NEBRASKA HUMANE SOCIETY,
A Non-Profit Organization.

President and CEO

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF BELLEVUE, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF GRETNA, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF La Vista, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF PAPILLION, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF RALSTON, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF SPRINGFIELD, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor