

CITY OF PAPIILLION
MAYOR AND CITY COUNCIL REPORT
APRIL 4, 2023

Subject:	Type:	Submitted By:
A Resolution to approve an Amendment to the Interlocal Agreement related to the provision of animal control services by the Nebraska Humane Society	Resolution R23-0050	Chris Whitted, Chief of Police

SYNOPSIS

In March 2022, Papillion, along with Sarpy County and the Cities of Bellevue, LaVista, Gretna, Springfield and Ralston, entered into an Interlocal Agreement with the Nebraska Humane Society for animal control services. Included in the Agreement was a provision related to the licensing of dogs and cats. Subsequent to the execution of the Agreement, Sarpy County concluded that it does not have statutory authority to require **cat** licenses. This Amendment to the Interlocal Agreement is necessary to remove the language relating to collection of licensing fees for cats from residents of unincorporated Sarpy County. Neb. Rev. Stat. §16-206 authorizes Cities of the First Class to collect a licensing tax from owners and harborers of dogs *and other animals*. Therefore, Papillion can continue to require the licensing of cats within the City. The services provided to the City of Papillion remain unchanged by this Amendment.

BACKGROUND

Animal control services are contracted between the Nebraska Humane Society and the County and Cities via an Interlocal Agreement. This arrangement was originally approved by the Council in October of 2000 and has been renewed multiple times. The most recent Agreement ends on December 31, 2023.

FISCAL IMPACT

There is no fiscal impact to the City of Papillion by this Amendment.

RECOMMENDATION

Approval

ATTACHMENTS

Resolution #R23-0050
Amendment
Interlocal Agreement approved March 15, 2022

RESOLUTION NO. R23-0050

BE IT RESOLVED by the Mayor and City Council of the City of Papillion to approve an Amendment to the Interlocal Cooperation Agreement between the County of Sarpy and the Cities of Papillion, Bellevue, LaVista, Gretna, Springfield and Ralston related to Nebraska Humane Society Animal Control Services effective until December 31, 2023.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

CITY OF PAPHILLION, NEBRASKA

David P. Black, Mayor

Attest:

Nicole Brown, City Clerk

AMENDMENT

This Amendment is entered into 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 Parties entered into an Agreement effective on March 15, 2022 concerning animal control services; and,

WHEREAS, clarification of the terms of the original agreement is necessary; and,

WHEREAS, the Parties wish to make such amendment in order to allow for the continued provision of services under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the original Agreement and stated herein, the Parties agree as follows:

1. Section 8 shall be amended to read as follows:

Animal license fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and Cities the following license fees beginning January 1, 2023.

- 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, 2023.

- 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 collected as further consideration under this Agreement.

2. All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

DATED this _____ day of _____, 2023.

CITY OF PAPILLION, NEBRASKA, a Municipal
Corporation

By: _____
David P. Black, Mayor

ATTEST:

Nicole Brown, 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 NHS previously entered into an agreement concerning animal control services;

WHEREAS, the County previously entered into separate interlocal agreements with the Cities; and

WHEREAS, this Agreement supersedes the previous agreements entered into between the County and NHS and the County and the Cities.

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 and NHS policies and procedures:
 - a. Stray animal: pick-up, housing, and return to owner.
 - b. Animal License: production, tracking, and compliance enforcement.
 - c. Animal cruelty investigation.
 - d. Ordinance violation enforcement.
 - e. Deceased animal pick-up on private and/or public property.
 - f. Removal of animals killed on roadways.
 - g. Wildlife: pick-up of caged wildlife and capture of wildlife endangering citizens or public safety.
 - h. Disaster preparedness.
 - i. Law enforcement assistance.
 - j. Emergency response after midnight.
 - k. Animal rescue.
 - l. Rabies (animal bites): tracking and quarantine of animals.
 - m. Dangerous animal capture and containment.
 - n. Loose livestock capture (not on owner’s property).
 - o. Emergency response.
 - p. Animal euthanasia.
 - q. Pet shop inspections.
 - r. Cattery inspections.
 - s. Animal attraction inspections.
 - t. Animal lost and found.
 - u. Assist and serve as a member on animal control committees, such as the “City Problem Resolution Team.”

2. Supplies. NHS shall furnish all 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 a monthly fee which is calculated based upon a rate of \$3.19 per resident. Monthly payments shall be made in accordance with Section 7. The number of residents in each jurisdiction is based upon 2020 Census data. The monthly rates for 2023 include a 1% population increase from the 2020 Census data to account for annexations that have taken place through December 31, 2021.
 - a. The monthly rates for April-December 2022 are as follows:
 - i. Bellevue: \$17,060
 - ii. Gretna: \$2,415
 - iii. La Vista: \$4,452
 - iv. Papillion: \$6,422
 - v. Springfield: \$399
 - vi. Ralston: \$1,726
 - vii. Sarpy County (unincorporated): \$19,921
 - b. The monthly rates for January-December 2023 are as follows:
 - i. Bellevue: \$17,231
 - ii. Gretna: \$2,439
 - iii. La Vista: \$4,496
 - iv. Papillion: \$6,486
 - v. Springfield: \$403
 - vi. Ralston: \$1,744
 - vii. Sarpy County (unincorporated): \$20,120
4. One-time payment resident fee (Cities). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 31, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the cities of Bellevue, Gretna, La Vista, and Papillion agree to make the following one-time payment to the County within 30 days after the execution of this agreement:
 - a. Bellevue: \$10,822
 - b. Gretna: \$3,432
 - c. La Vista: \$413
 - d. Papillion: \$1,260

The one-time resident fee payment is not required for Ralston or Springfield.

5. One-time payment, resident fee (County). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 1, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the County agrees to make a one-time payment of \$490 to NHS within 30 days after the execution of this Agreement.
6. One-time payment, population (County). During the contract years of 2020-2021, the County made per resident payments to NHS. The population calculation for those payments was unintentionally understated by 7,273 residents, which resulted in an underpayment of \$21,928. Accordingly, The County agrees to pay NHS a one-time payment of \$21,928 within 30 days after execution of this agreement.
7. Method of payments.
 - a. Payment 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 payment to NHS. The County shall collect the rates due from the County, and the rates paid by the Cities pursuant to Section 3, and remit said payments to NHS by the last day of the month.
 - c. One-time payment to NHS. The County shall collect the one-time payments due from the Cities pursuant to Section 4 and remit said payments to NHS within 45 days after execution of this Agreement.
 - d. In the event of any non-payment, the County shall designate in its remission which party(ies) payments are not included. If NHS has not received all amounts 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 until the nonpayment has been cured.
8. 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, 2023, provided that NHS shall be entitled to keep any license fees collected as further consideration under this Agreement:
 - a. Dogs (altered): \$12.00
 - b. Dogs (unaltered): \$25.00
 - c. Cats (altered): \$12.00
 - d. Cats (unaltered): \$25.00
 - e. Late Fees (altered): \$10.00
 - f. Late fees (unaltered): \$20.00
 - g. Senior Discount: free if altered
 - h. Replacement tags: \$6.00

9. Term. This Agreement shall be effective from the date of full execution of the Parties and expire on December 31, 2023. 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.
10. Workplace discrimination. The Parties agree to, pursuant to Neb. Rev. Stat. § 73-102, 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, because of age, color, national origin, race, religion, creed, disability or sex.
11. 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 every 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 attorney 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.
12. Financial interest. Pursuant to Neb. Rev Stat. § 23-3113, the Parties affirm that no officer, member, or other employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities 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.
13. Independent contractor. NHS is an independent contractor and shall be responsible for all required reporting of income and payment of taxes required by any Federal, State, or local statutes including. Each party shall be responsible for its own negligence and the negligence of its employees or agents.
14. 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 by verify the work eligibility status of a newly hired employee.

15. 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 if 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 if aggregate. For the Commercial General Liability and Automobile Liability Insurance, the County and the Cities is to be named as an additional insured on the insurance coverage identified in this section. In addition, the insurance coverage 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 insurance coverage, then NHS shall notify the County within thirty (30) days. NHS shall furnish proof of insurance coverage, if requested by the County or the Cities.
16. 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 department and police department when necessary to aid in the enforcement of administration of the applicable ordinances and regulations and agrees to coordinate and respond to any requests from the public for records related to the services hereunder.
17. Notices. Any notice or other communication required or permitted hereunder (each, a "notice"), shall be in writing. All such notices shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by reputable overnight courier (costs prepaid), 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 by reputable overnight courier service (costs prepaid), or (c) three (3) business days after the date when mailed to the recipient by certified mail, return receipt requested, postage prepaid. All such notices are to be made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

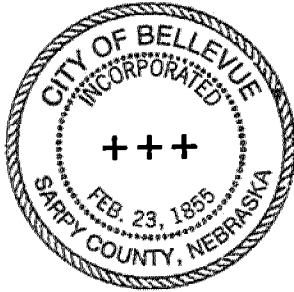
County of Sarpy 1210 Golden Gate Drive Papillion, NE 68005 Attn: County Clerk	Nebraska Humane Society 8929 Fort Street Omaha, NE 68134 Attn: President/CEO
City of Bellevue 1500 Wall Street Bellevue, NE 68005 Attn: City Clerk	City of Gretna 204 N. McKenna Avenue P.O. Box 69 Gretna, NE 68028 Attn: City Clerk

City of La Vista 8116 Park View Blvd. La Vista, NE 68128 Attn: City Clerk	City of Papillion 122 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 Ralston 5500 S. 77 th Street Ralston, NE 68127 Attn: City Clerk

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.

[Signature pages to follow]

DATED this 15th day of March, 2022.



CITY OF BELLEVUE, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

BY: Paul Cook
Mayor Council President
Date: 3-15-2022

Attest:

Juan Klethes
City Clerk

Approved as to Form:

A. Bree Robin
City Attorney

DATED this 15 day of March, 2022.

CITY OF GRETNA, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

By: 
Michael D. Evans, Mayor

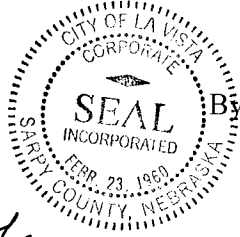
ATTEST:


City Clerk

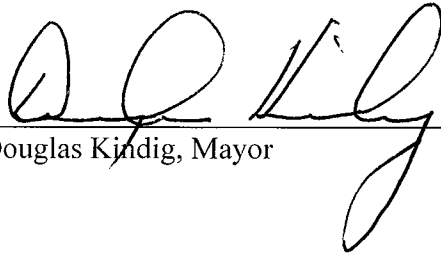


DATED this 15th day of March, 2022.

CITY OF LA VISTA, NEBRASKA
A municipal corporation and
Nebraska Political Subdivision




By:



Douglas Kindig, Mayor

ATTEST:



Pam Buethe, City Clerk

CITY SEAL

DATED this 15th day of MARCH, 2022.

ATTEST:

CITY OF PAPIILLION, a Nebraska
Municipal Corporation and
Political Subdivison

Amber Powers
Nicole L. Brown, City Clerk
Amber Powers, Deputy City Clerk

By: [Signature]
David P. Black, Mayor

CITY SEAL



Dated this 5th day of April, 2022

CITY OF SPRINGFIELD, NEBRASKA

By: Robert Roseland
Robert Roseland, Mayor

ATTEST:

Kathleen R. Gottsch
Kathleen Gottsch, City Clerk

CITY SEAL

