



City of Omaha
Jim Suttle, Mayor



Omaha Police Department
505 South 15th Street
Omaha, Nebraska 68102-2769
(402) 444-5600
www.opd.ci.omaha.ne.us

Honorable President

and Members of the City Council,

The purpose of the attached Ordinance is to approve a three-year agreement with the Nebraska Humane Society for animal control services for the period 2011-2013. The City will pay the Nebraska Humane Society \$700,000 per year payable in two payments of \$350,000 each on January 1 and July 1 of each of the three years and allow the NHS to retain the license fees collected annually.

The funding source for these annual payments is Omaha Keno/Lottery Fund 12118, Organization 126021.

Respectfully submitted,

Handwritten signature of Alex Hayes.

Alex Hayes
Chief of Police

Approved as to Funding

Handwritten signature of Pam Spaccarotella. 7-27-10
Pam Spaccarotella, Finance Director Date

Referred to the City Council for Consideration:

Handwritten signature of Wanita Leonard. 8/2/10
Wanita Leonard Mayor's Office/Title Date

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ORDINANCE NO. _____

AN ORDINANCE to approve a three-year agreement between the City of Omaha and the Nebraska Humane Society for animal control services for the years 2011-2013; to authorize payments of \$700,000 per year for each of the three years as specified therein from Omaha Keno/Lottery Fund 12118, Organization 126021; and to provide an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the attached three year agreement for the years 2011-2013 between the City of Omaha and the Nebraska Humane Society for animal control services in the amount of \$700,000 per year for each of the three years of the agreement is hereby approved.

Section 2. That the Finance Director of the City of Omaha is authorized to pay the cost hereof from Omaha Keno/Lottery Fund 12118, Organization 126021.

Section 3. That this Ordinance, not being of legislative character, shall be in force and take effect immediately upon its date of passage.

INTRODUCED BY COUNCILMEMBER

APPROVED BY:

MAYOR OF THE CITY OF OMAHA Date

PASSED _____

ATTEST:

CITY CLERK OF THE CITY OF OMAHA Date

APPROVED AS TO FORM:

 8-3-10

DEPUTY CITY ATTORNEY Date

CONTRACT

THIS CONTRACT is entered into by and between the City of Omaha, a municipal corporation in Douglas County, Nebraska, sometimes hereinafter referred to as "City," and the Nebraska Humane Society, a Nebraska non-profit corporation with its principal place of business at 8929 Fort Street, Omaha, Nebraska 68134, hereinafter referred to as "NHS".

RECITALS

WHEREAS, in furtherance of the health, welfare, and safety of the residents and citizens of the City of Omaha, the City recognizes the need for control of animals; and,

WHEREAS, the statutes of the State of Nebraska and the ordinances of the City of Omaha provide laws governing the care and control of animals; and,

WHEREAS, the City has no pound, poundmaster, staff or facilities to enforce said state laws or city ordinances; and,

WHEREAS, under the provisions of the Omaha Municipal Code, the Mayor and the City Council are authorized to enter into a Contract for the purpose of providing a shelter, staff, and facilities and carrying out the enforcement of City ordinances or state laws dealing with animal care and control; and,

WHEREAS, NHS owns and operates a shelter, maintains a staff and facilities, and is capable and desirous of providing the City with certain enumerated services to enforce and carry out the laws and ordinances for the care and control of animals within the limits of the City of Omaha as defined by the zoning jurisdiction, including annexations thereto, during the term of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DUTIES OF THE CITY:

The City, in fulfilling the conditions of the Contract for services rendered, agrees and covenants with NHS as follows:

- a. To cooperate with NHS and to furnish the services of the City Law Department, the Douglas County Health Department, and the Omaha Police Department whenever, in the sole determination of the City, it shall be necessary to aid in the enforcement and administration of the City ordinances under Chapter 6 of the Omaha Municipal Code.
- b. To assist NHS with animal license requirements and compliance; provided, pet license records are the property of NHS.

- c. To pay NHS the compensation set forth in paragraph 4 hereof.
- d. To review and monitor all the activities and functions of the NHS relating to this Contract.
- e. To prescribe accounting systems for records and accounts.
- f. To require progress reports, including an annual Contract Completion Report, of the activities and functions of the NHS.
- g. To be responsible for and issue press releases regarding any interruption in Services, as hereinafter defined, such press releases to be reviewed and approved by NHS prior to release.

2. DUTIES OF NHS:

In carrying out the terms of this Contract, NHS agrees to provide the following services:

- a. To furnish an annual report of its activities to the Chief of Police of the City of Omaha.
- b. To issue licenses required and to enforce and carry out all the licensing requirements relating to animals under Chapter 6 of the Omaha Municipal Code.
- c. To act as poundmaster and to carry out the duties provided under Chapter 6 of the Omaha Municipal Code, or as hereafter amended, and, within its authority, to enforce all laws, City ordinances, and rules and regulations of the City of Omaha and the State of Nebraska relating to the control of animals, both domestic and wild, except animals considered vermin such as rats or mice, within the city limits and the area of the three-mile boundary of the City of Omaha, and to utilize the assistance of the Omaha Police Department in the enforcement of the above laws.
- d. To furnish the facilities and services of a shelter, shelter director, and staff to enforce and administer the provisions of Chapter 6 of the Omaha Municipal Code and Chapter 28, Article 10 of the Statutes of Nebraska.
- e. To furnish the services as identified on Exhibit "A" hereto and incorporated herein by reference (the "Services").

3. TERM:

This Contract shall be in full force and effect from the 1st day of January, 2011, through and including the 31st day of December, 2013.

4. COMPENSATION:

- a. In consideration of the services herein provided, the City agrees to pay NHS the sums specified hereinbelow payable as follows:

January 1, 2011	\$350,000.00
July 1, 2011	\$350,000.00
January 1, 2012	\$350,000.00
July 1, 2012	\$350,000.00
January 1, 2013	\$350,000.00
July 1, 2013	\$350,000.00

- b. Further, NHS shall be entitled to a sum equal to one-hundred percent (100%) of the license fees and impound fees collected annually in accordance with the provisions of Chapter 6 of the Omaha Municipal Code, and said fees shall be paid and accounted for in accordance with the terms and provisions of these Code sections.

5. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Annexed hereto as Exhibit "B", and made part hereof by reference, are the equal employment provisions of this Contract. Refusal by NHS to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

- a. Withholding of all future payments under the involved contracts to NHS in violation until it is determined that NHS is in compliance with the provisions of the Contract;
- b. Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as NHS demonstrates that it has established and shall carry out the policies of the program as herein outlined.

6. NON-DISCRIMINATION:

NHS shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized under 42 USCS § 12101 et seq. and Omaha Municipal Code § 13-89, political or religious opinions, affiliations, or national origin.

7. CAPTIONS:

Captions used in this Contract are for convenience and are not used in the construction of this Agreement.

8. APPLICABLE LAW:

Parties to this Contract shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.

9. INTEREST OF THE CITY:

Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or Council.

10. INTEREST OF THE CONTRACTOR:

NHS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Contract; it further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

11. MERGER:

This Contract shall not be merged into any other oral or written contract, lease, or deed of any type. This is the complete and full agreement of the parties.

12. MODIFICATION:

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

13. ASSIGNMENT:

NHS may not assign its rights under this Contract without the express prior written consent of the City.

14. STRICT COMPLIANCE:

All provisions of this Contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

15. INDEMNIFICATION:

NHS shall indemnify and save harmless the City of Omaha, its officers, employees, and agents from all claims, suits, or actions of every kind and character made upon or brought against the said City of Omaha, its officer, employees, and agents for or on account of any injuries or damages received or sustained by any party or parties as a result of the negligence of the said NHS or its servants, agents, and subcontractors in performing the work under this Contract.

16. CODE PROVISIONS:

During the term of this contract, NHS shall be familiar with and expressly follow the provisions of Section 10-162 of the Omaha Municipal Code and shall be required to:

- a. Maintain records and accounts, including property, personnel, and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b. Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative;
- c. Retain such records and accounts for a period of five years;
- d. Submit a budget to the City Council;
- e. Not exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract;
- f. Submit to the City Council progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g. Submit to the City Council a Contract Completion Report; and,
- h. Be subject to all federal and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair Employment Practices Ordinance, and the provisions of the Home Rule Charter of the City of Omaha, 1956.

17. AUTHORIZED REPRESENTATIVE:

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

(1) City of Omaha
Alex Hayes, Chief of Police
Omaha Police Headquarters
505 South 15th Street
Omaha, NE 68102

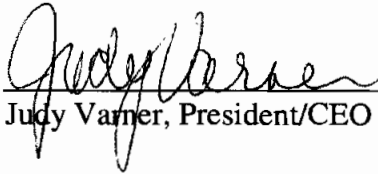
(2) Nebraska Humane Society (NHS)
Judy Varner, President/CEO
8929 Fort Street
Omaha, NE 68134

EXECUTED this 27 day of July, 2010.

ATTEST:

NEBRASKA HUMANE SOCIETY (NHS),
a Nebraska Non-Profit Corporation


~~Treasurer~~ Secretary

By: 
Judy Varner, President/CEO

EXECUTED this _____ day of _____, 2010.

ATTEST:

CITY OF OMAHA, a Municipal Corporation

City Clerk, City of Omaha

By: _____
Jim Suttle, Mayor

APPROVED AS TO FORM:

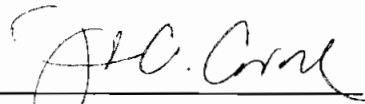

Deputy City Attorney

EXHIBIT "A"

SERVICES PROVIDED TO THE CITY OF OMAHA
BY THE NEBRASKA HUMANE SOCIETY

Stray animal

Pick-up

Housing

Return to owner

License

Production

Tracking

Compliance enforcement

Cruelty

Investigation

Ordinance violation enforcement

Deceased animal pick-up — private and/or public property

Removal of animals killed on roadways

Wildlife

Pick-up of caged wildlife

Capture of wildlife endangering citizens or public safety (i.e. deer running in the

City)

Disaster Preparedness (a member of OMMRS)

Police Assistance

Emergency Response after midnight

Animal rescue

Rabies (animal bites)

Tracking

Quarantine of animals

Dangerous Animal capture and containment

Loose livestock capture — not on owners property

Emergency response

Animal euthanasia

Pet shop inspections

Cattery inspections

Animal attraction inspections

Animal lost and found

Assist and serve as a member of the City Problem Resolution Team

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability as defined by the Americans With Disabilities Act of 1990 and Omaha Municipal Code 13-82. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. The Contractor shall take all actions necessary to comply with the Americans With Disabilities Act of 1990 and Omaha Municipal Code (Chapter 13) including, but not limited to, reasonable accommodation. As used herein, the word "treated" shall mean and include, without limitation, the following: Recruited, whether advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or disability as recognized under 42 USCS 12101 et seq.
- (3) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor shall furnish to the contract compliance officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.

EXHIBIT "B"

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- (5) The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
- (6) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.
- (7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.