



City of Grand Island

Tuesday, October 14, 2008

Council Session

Item G24

#2008-295 - Approving Contract with Central Nebraska Humane Society for Animal Control

Staff Contact: Jeff Pederson

Council Agenda Memo

From: Jeff Pederson, City Administrator

Meeting: October 14, 2008

Subject: Agreement with Central Nebraska Humane Society for Animal Control Services

Item #'s: G-24

Presenter(s): Jeff Pederson, City Administrator

Background

Submitted for your consideration is an Agreement between the City of Grand Island and the Central Nebraska Humane Society for animal control services. The Agreement is an annual agreement renewable for four additional terms. The Agreement outlines the services to be performed by the CNHS for an annual payment of \$314,500. The Agreement contains a price escalator for subsequent renewal(s).

Discussion

The current Agreement between the City and CNHS expired September 30. The new Agreement is brought forward along with the several other agreements for Agency Funding. The previous Agreement included an annual compensation of \$238,000 plus retention of an estimated \$58,000 in annual pet license fees by the CNHS. Under the new Agreement, the City will retain pet license revenues. The new annual payment of \$314,500 is arrived at by taking the combined payment to the CNHS and fee retention of the previous Agreement, and adding 6%.

A list of significant changes to terms of the previous Agreement is attached to the proposed Agreement.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve

2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administrator recommends that the Council approve the Agreement between the City and CNHS for Animal Control Services.

Sample Motion

Move to approve the Agreement between the City and CNHS for Animal Control Services for the period of October 1, 2008-September 30, 2009.

SIGNIFICANT CHANGES TO AGREEMENT WITH CNHS FOR ANIMAL CONTROL SERVICES

1. (f) The previous agreement had a 200 lb. limit on the requirement for collection and disposal of dead animals. The practice has been for the City Street Department to assist in removal of animals that are beyond the capability of the CNHS to handle. The new Agreement identifies a weight limit that reflects the CNHS capacity, and formalizes the current practice of City assistance.

(g). The previous agreement had a weight limitation of 200 lbs. for collection and removal of animals running at large. The new agreement has no weight limitation.

(o) The previous requirement for the CNHS to file an annual activity report has been changed to require the filing of a quarterly activity report. The new agreement sets forth specific requirements for the report in Exhibit C.

3. (c) The new agreement identifies a price escalator for annual renewal terms. The escalator is the combined average of the consumer price index and the municipal cost index for the Midwest region. The municipal cost index typically runs higher than CPI, as it reflects a bit more on the cost of municipal service delivery in areas such as labor and fuel. The combined average of the two from August 2007 to August 2008 is 6.7%. This would be expected to be a high year, with increased costs of fuel for vehicles and heat having a major impact.

(d) The new Agreement requires the CNHS to return all pet license fees to the City on a quarterly basis. Under the previous agreement, the CNHS retained license fees as part of its compensation. It is my intention to work with the CNHS and animal service providers in the area to increase pet license sales (compliance) as well as to increase the revenue to the City associated with that fee.

(f) The new agreement contains a requirement for the CNHS and the City to conduct performance review meetings a minimum of three times per year. There was no such meeting requirement under the previous agreement.

AGREEMENT

THIS AGREEMENT is made on _____, 2008 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as the “City” and CENTRAL NEBRASKA HUMANE SOCIETY, INC., a Non-Profit Corporation, hereinafter referred to as the “CNHS”.

1. STATEMENT OF PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the “CNHS” shall administer and enforce the ordinances of the City pertaining to animals in accordance with the parties mutual objectives and principles. It is agreed that humane treatment of animals, protection of the public, and compliance with the law are the primary objective s of enforcement.
2. “CNHS” DUTIES. In the performance of this Agreement, the “CNHS” shall have the following duties:
 - a) The “CNHS” shall furnish, maintain and operate an animal control shelter with equipment, supplies and facilities to be utilized in connection with the “CNHS’s” performance of this Agreement.
 - b) The animal control shall remain open during all normal business hours of the “CNHS” which are hereby defined as Tuesday through Friday from 10:00 a.m. to 6:00 p.m., Saturday, Sunday and Monday from 1:00 to 5:00 pm excluding holidays as observed by the City of Grand Island except those which shall fall on a weekend at which time the shelter shall also be closed on the day of observation by the City as well as the holiday itself. The “CNHS” shall maintain its business telephone and records at the animal control shelter and shall provide all services in the ordinary course of business in a courteous and efficient manner.

c) The “CNHS” shall employ at least three full time officers and such additional personnel as is necessary to fulfill the requirements of this contract, and provide at least one truck for the purpose of staffing the animal control shelter and providing services in the administration and enforcement of City Ordinances pertaining to animals within the city limits of Grand Island. At least one Animal Control Officer shall be on duty during all business hours of the “CNHS”. Animal Control Officer hours shall be from April 1 through October 31 (in coordination with daylight saving time change) of each year, Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturday and on Sunday from 8:00am to 5:00pm. Duty hours from November 1 through March 31 shall be Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m. and Sundays from 8:00 a.m. to 12:00 noon. An Animal Control officer shall be on-call for emergency purposes at all times that the Animal Control officer is not regularly scheduled. The name and telephone number of said on-call Animal Control officers shall be maintained with the Communication Center. “CNHS” will notify the City of changes of scheduled Animal Control Officer hours at least 10 days prior to any change. No reduction in the number of scheduled hours will be made without the consent of the City.

d) “CNHS” will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, potentially dangerous or dangerous animals as defined by the Grand Island City Code, picking up and transporting animals that have been confined, and bite/rabies investigation.

e) Animal Control Officer shall investigate during normal business hours complaints concerning violations of the City’s Animal Ordinances and shall take such steps as are necessary to administer and enforce said ordinances.

f) During business hours, the “CNHS” shall collect and dispose of all 75 pounds and under deceased animals except domestic livestock found upon City streets, alleys, avenues or other property

owned by or controlled by the City. “CNHS” will coordinate with City Street Department for the removal of deceased animals larger than “CNHS” equipment capacity.

g) During regular business hours and during daylight savings time on-call hours, “CNHS” shall collect and remove domestic animals and other animals found running at large within the corporate limits of the City and return such animals to their owners or impound and care for such animals in a humane manner.

h) The “CNHS” shall coordinate receipt of pet license taxes and issue annual pet licenses at the animal shelter “CNHS” pursuant to the City Animal Code or as they may be able to arrange, and shall maintain animal records. The City shall pay the supply expenses in connection with pet licensing.

i) The “CNHS” shall retain all fees collected from the impounding, boarding, observation, adoption, redemption or sale of animals found within the corporate limits of the City. Animals held by the “CNHS”, in its capacity of Animal Control, for City litigation purposes for a period in excess of thirty (30) calendar days, shall incur a fee of \$16.05 per day, which the “CNHS” shall bill monthly to the City, and the City shall remit payment therefore within fourteen (14) days until legal proceedings have been determined or surrender on the animal. It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.

j) The “CNHS” shall provide adoption services pursuant to its published policies, procedures and mission statement, and in compliance with any applicable holding requirement contained within City Code.

k) The Animal Control Officers shall be empowered to issue warning citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the City Animal Code to the City Attorney.

l) The “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 the City Clerk. A current

set of written policies and procedures is attached hereto as Exhibit “A” and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island Mayor for his/her comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

m) The “CNHS” shall maintain a published list of charges for all 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 “B” and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the Mayor for his/her comment and recommendations at least twenty (20) days prior to their institution except in instances of an emergency.

n) The “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 upon request.

o) The “CNHS” shall file a quarterly activity report with the City Clerk concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit C.

p) The “CNHS” and the “City” shall maintain written records of all citizen complaints of significant nature relating to animals and the operations of Animal Control within the corporate limits of the City. Copies of complaints shall be sent to the City Administrator when received at “CNHS”. Complaints received by the City will be reviewed by the City Administrator and brought to the attention of the CNHS when deemed appropriate.

q) The “CNHS” shall impound all animals which have bitten or are suspected of biting any person for the number of days required by the City’s ordinances and State Statutes in order that such animal may be observed for rabies. The “CNHS” shall report all bites to the Central District Health

Department within five (5) days and shall file copies of any medical reports it receives in connection with suspected bites with the said department. The Central District Health Department shall be the ultimate responsible agency for rabies control.

r) The “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 the City Clerk:

(1) Employee’s liability and Workmen’s Compensation Insurance if 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 and the City shall be listed as an additional named insured. Said certificates of insurance shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

3. CITY’S DUTIES. In the performance of this Agreement, the City shall have the following duties:

a. The City shall cooperate with the “CNHS” whenever necessary to aid in the enforcement and administration of the City’s Animal Ordinances.

b. The Communication Center will receive telephone calls concerning violations of the City’s Animal Ordinances at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as “Priority One calls”. The term “Priority One” calls are further defined on Exhibit D.

c. During the term of this Agreement or its renewal terms, the City shall pay to the “CNHS” the amounts authorized by the Mayor and City Council as shown in its adopted budgeted

statements and annual appropriation ordinances. The amount of \$314,500 shall be paid annually in twelve (12) equal monthly installments of \$26,208.33 beginning in October of each year. Renewal terms of this agreement shall contain a price escalator that shall be based on the combined average of the Municipal Cost Index and the Consumer Price Index for the Midwest Region of the US.

d. The "CNHS" and the City shall cooperate in the issuance of annual pet licenses. "CNHS shall sell pet licenses and shall remit to the "City" a quarterly record of licenses issued along with the full amount of license fees collected for the period. The "City" shall sell and receive pet license taxes through its Finance Department, shall transmit to the "CNHS" a quarterly record of annual pets licenses issued.

e. The City shall inform the "CNHS" of any revisions or amendments to the City's Animal Ordinance.

f. During the period that this Agreement is in effect, the City and the CNHS shall conduct meetings a minimum of three times per year for the purpose of reviewing the performance of the CNHS in connection with the Agreement. For the purposes of such meetings, the representatives shall be the Executive Director (or his/her designee) and the City Administrator (or his/her designee).

4. FORTHWITH, CONTRACTS WITH OTHER ENTITIES. The "CNHS" agrees to refrain from performing the function of animal control or performing the duties set forth in this Agreement for any other jurisdiction or political subdivision until such time as the "CNHS" has written agreements with such other entity. The "CNHS" shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

5. TERM OF AGREEMENT. This Agreement shall take effect upon its approval by the City Council and execution by the Mayor and shall continue in full force and effect through September 30, 2009. This Agreement shall be automatically renewable annually for not more than four (4) additional one-year terms. 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 sixty (60) days written notice in advance of the termination date.

6. ANNUAL PET LICENSE TAXES. The annual pet license taxes shall be established by the City Council. All other fees and charges in connection with the performance of this Agreement shall be established by the “City” subject to comment and input by the “CNHS” as set forth herein except in instances of an emergency.

7. PUBLIC EDUCATION AND CONDUCT. The “CNHS” shall respond and investigate complaints of violations of the Grand Island Animal Ordinance in a courteous and efficient manner and shall endeavor to educate citizens regarding the City’s Animal Ordinance, the humane treatment of animals, and the reasons for the applicable policies and actions in the course of daily contact with the public.

8. CHOICE OF LAWS. This Agreement shall be construed in accordance with the Grand Island City Code and the laws of the State of Nebraska.

9. INDEMNIFICATION. The “CNHS” will indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the “CNHS”, its contractors, agents or servants in connection with the operation of the shelter or in the performance of related duties. “CNHS” shall inform all persons using or being upon the said premises, or dealing thereat, of the non-liability of the City of any act or neglect of the “CNHS” by posting and adequate number of notices to that effect in, about, or on said premises.

10. ASSIGNMENT. The “CNHS” shall not assign its rights under this Agreement without the expressed prior written consent of the City. The “City” shall not assign its rights under this Agreement without the expressed prior written consent of the City.

11. INDEPENDENCE OF "CNHS". The "CNHS", its officers, employees, agents, and volunteers, shall act in an independent capacity during the term of this agreement and not as officers, employees, agents or volunteers of the City.

12. EQUAL EMPLOYMENT AND NON-DISCRIMINATION. The "CNHS" is an Equal Opportunity Employer. It is the intent of the "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

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the "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.

Attest:

CITY OF GRAND ISLAND, NEBRASKA
Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

Approved as to form by City Attorney _____

Approved by Resolution 2008-_____

Attest:

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

President

APPROVED IN FORM

Attest:

CENTRAL DISTRICT HEALTH DEPARTMENT

By:_____

Exhibit A

PRIORITY # 1 CALLS - RESPONSE is 24/7
FOR
"AGENCY ASSISTANCE"

AGENCY ASSISTANCE is request for police, sheriff, state patrol, fire or health department, etc.

DISPATCH ACTION and INFORMATION NEEDED:

From the Agency requesting Animal Control will respond to ALL calls at ALL times.

- 1. NAME OF DEPARTMENT REQUESTING ASSISTANCE?**
- 2. WHAT TYPE OF ASSISTANCE IS REQUIRED?**
- 3. WHAT IS THE ADDRESS?**
- 4. NAME OF CONTACT AT SITE?**
- 5. PERINTENT INFORMATION FOR ANIMAL CONTROL OFFICER *i.e.* hazardous material, specific equipment needed, warrant, etc.**

CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.

H # 56 - Lead Animal Control Officer

Steve White - work c# - 308-379-1042, home c#

1. H # 57 - work c# - 308-379-1042, home # -
2. H # 58 - work c # - 308-390-9366, home # -
3. H # 59 - work c# - 308-380-9678, home # -

Executive Director

5. Laurie Dethloff - work c# - 308-380-9558, home p # - 308-381-0065

PRIORITY # 1 CALLS - RESPONSE is 24/7

FOR

"BITES"

BITE calls are a Priority #1 call for Animal Control to ensure the public's safety and health.

PLEASE NOTE: Medical attention is **very important** – **washing** the injury can limit the infection potential. Required medical attention; is contacting family physician. Minor wounds should be washed with soap and water for (5) five minutes.

DISPATCH ACTION:

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 ANIMALS' OWNER NAME AND ADDRESS?

DIRECTIONS TO BE GIVEN CALLER:

1. IS TRANSPORTATION FOR THE VICTIM REQUIRED? CALL AMBULANCE, ANIMAL CONTROL OFFICER CAN NOT 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.

PRIORITY # 1 CALL FOR AFTER HOURS AND HOLIDAYS

CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.

1. Justin Bradley - # 57 – work c# - 308-379-1042, home p# 402-631-7580
2. Steve White - # 58 - work c # - 308-390-9366, home c # - 308-325-6145
3. Michael Valdez - # 59 - work c# - 308-380-9678, home c# - 308-380-4495

Shelter Manager / Lead Animal Control Officer

4. Jane Kuehn - work c# - 308-379-1042, home c# - 308-380-8427

Executive Director

5. Laurie Dethloff - work c# - 308-380-9558, home p # - 308-381- 0065

PRIORITY # 1 CALLS - RESPONSE is 24/7
FOR
"CRUELTY"

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. Agency Assistance request for police, sheriff, state patrol, fire or health department, etc

DISPATCH ACTION: Animal Control Officer will respond to ALL calls at ALL times.

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?

CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.

1. Justin Bradley - # 57 – work c# - 308-379-1042 home p# 402-631-7580
2. Steve White - # 58 work c # - 308-390-9366, home c # - 308-325-6145
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Executive Director

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PRIORITY # 1 CALLS - RESPONSE is 24/7
FOR
"INJURED ANIMAL"

INJURED animals even family pets can bite when in pain. Do not try to move the animal, unless necessary. BE CAREFUL NOT TO BE BITTEN. If the caller is the owner of the injured animal have them call their Veterinarian. Animal Control Officers **should not** transport the animal. **IF** transportation is requested (911 **please, do not suggest**) if necessary the Animal Control will charge a transporting fee of \$25.00.

If injury is caused by **ILLEGAL ACTION** *i.e. shooting, trapping, poisoning, fighting*, have the witnesses remain at the scene or get names and addresses of witnesses.

DISPATCH ACTION: Animal Control will respond to ALL injured animal calls at ALL times, some types of wildlife.

1. LOCATION OF ANIMAL?
2. TYPE AND DESCRIPTION OF THE ANIMAL?
3. IS THE OWNER OF THE ANIMAL KNOWN?
4. WHAT IS CAUSE AND EXTENT OF THE INJURY? (If illegal, notify police, sheriff, state patrol)
5. IS THE ANIMAL SUFFERING?
6. IS THE ANIMAL CAUSING A TRAFFIC PROBLEM? (If in traffic, notify police, sheriff, state patrol)
7. NAME AND ADDRESS OF THE CALLER?

DIRECTIONS TO BE GIVEN CALLER:

DO NOT TRY TO MOVE THE ANIMAL, UNLESS NECESSARY. BE CAREFUL NOT TO BE BITTEN.

PRIORITY # 1 CALL FOR AFTER HOURS AND HOLIDAYS

CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.

H # 56 - Lead Animal Control Officer
Steve White - work c# - 308-379-1042, home #

1. H # 57 - work c# - 308-379-1042, home # -
2. H # 58 - work c # - 308-390-9366, home # -
3. H # 59 - work c# - 308-380-9678, home # -

Executive Director

5. Laurie Dethloff - work c# - 308-380-9558, home p # - 308-381-0065

PRIORITY # 1 CALLS - RESPONSE is 24/7
FOR
“POTENTIALLY DANGEROUS” and “DANGEROUS” ANIMAL

POTENTIALLY DANGEROUS is defined as any animal that when provoked; 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 (b) specific dog with known propensity, tendency or deposition 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.

DISPATCH ACTION: Animal Control Officer will respond these calls at ALL times.

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. ANIMAL MUST HAVE BEEN **“DECLARED POTENTIALLY DANGEROUS AND DANGEROUS”** BY ANIMAL ADVISORY BOARD AND RECORDED AT CENTRAL NEBRASKA HUMANE SOCIETY 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.

PRIORITY # 1 CALLS - RESPONSE is 24/7
FOR
RABIES (BAT/SKUNKS ONLY) REMOVAL

RABIES is a viral disease that can infect all mammals. Once rabies develops it is almost always fatal. The rabies virus is transmitted through the saliva of an infected animal, usually during a bite.

PLEASE NOTE: Not all animals “foaming at the mouth” have rabies. This is more often a sign of heat stress, running for a long time, having eaten something and is vomiting or distemper. Signs of rabies include: unusual or abnormal behavior for that animal *i.e.* out during daylight hours, not running/voiding humans.

DISPATCH ACTION: Animal Control will respond to ALL rabies calls at ALL times. These calls will usually be – bites, bat removal (dead or alive), and skunk removal (dead or alive).

INFORMATION NEEDED:

1. WHY DOES THE INDIVIDUAL FEEL THE ANIMAL IS RABID?
2. LOCATION OF THE SUSPECTED RABID ANIMAL?
3. HAS THE ANIMAL COME IN CONTACT WITH A HUMAN OR OTHER ANIMAL?
4. NAME, ADDRESS AND PHONE NUMBER OF THE CALLER?

DIRECTIONS TO BE GIVEN CALLER:

1. BATS, IF INSIDE RESIDENCE ANIMAL CONTROL WILL RESPOND.
2. SKUNKS, CALLER MUST MAINTAIN VISUAL OF ANIMAL AT TIMES.
3. AVOID PHYSICAL CONTACT WITH THE ANIMAL.
4. INFORM CALLER AN ANIMAL CONTROL OFFICER WILL BE RESPONDING AND WILL NEED TO GET MORE INFORMATION.
5. ALL MEDICAL QUESTIONS ARE TO BE REFERRED TO THEIR DOCTOR.

PRIORITY # 1 CALL FOR AFTER HOURS AND HOLIDAYS

CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.

1. **Justin Bradley** - # 57 – work c# - 308-379-1042 home p# 402-631-7580
2. **Steve White** - # 58 work c # - 308-390-9366, home c # - 308-325-6145
3. **Michael Valdez** - # 59 - work c# - 308-380-9678, home c# - 308-380-4495

Shelter Manager / Lead Animal Control Officer

4. **Jane Kuehn** - work c# - 308-379-1042, home c# - 308-380-8427

Executive Director

5. **Laurie Dethloff** - work c# - 308-380-9558, home p # - 308-381-0065

Exhibit B

Charges for Service

Animal Control claim fees per animal

First claim \$25.00

Second claim \$50.00

Third claim \$75.00

Four claim \$100.00

Additional claims standard \$100.00

Boarding fee per day until animal claimed \$10.00.

Rabies observation fee per day for a ten (10) holding period is \$15.00

Holding for Legal proceedings after twenty (20) days is \$16.05

Traps available for rent for a deposit of \$50.00. When trap is returned in working order the deposit is refunded.

Deemed "Potentially Dangerous" annual \$100.00 fee.

PRIORITY ONE CALLS (ACO)

ANIMAL CALLS – HUMANE SOCIETY – PRIORITY “1”

PRIORITY “1” – ANIMAL CONTROL OFFICER WILL RESPOND 24/7

- A) ALL BITE CALLS involving domestic animals and bat or skunk
(see attachment for Bites Priority)
- B) INJURED DOMESTIC ANIMAL ONLY
(see attachment for Injured Animal)
- C) RABIES – BAT OR SKUNK FOR REMOVAL (DEAD OR ALIVE)
Bat - if inside residence ACO will go at all times
Skunk - if visual is maintained at night, and at all times during daylight hours
(see attachment for Rabies)
- D) REQUESTS FOR ASSISTANCE FROM LAW ENFORCEMENT/FIRE DEPT.,
WHEN REQUESTED
(see attachment for Agency Assistance)
- E) CRUELTY TO DOMESTIC ANIMAL – PHYSICAL
BEATING/TORTURE/KILLING. SHOULD BE OCCURRING AT THE TIME OF
CALL
(see attachment for Cruelty)
- F) RUNNING AT LARGE DOMESTIC ANIMAL DEEMED POTENTIALLY
DANGEROUS/DANGEROUS – (ON DECLARATION LIST)
(see attachment for Potentially Dangerous/Dangerous call)

RESOLUTION 2008-285

WHEREAS, the City is authorized by state law to contract with the Central Nebraska Humane Society, Inc., a non-profit corporation (“Humane Society”), to provide animal code enforcement services; and

WHEREAS, the Humane Society currently provides the City with animal code enforcement services; and

WHEREAS, the parties desire to enter into a contract to continue to perform such animal code enforcement services, and

WHEREAS, the City shall provide funding to the Humane Society in an amount of \$314,500 during fiscal year 2008-2009 for performing agreed upon services as outlined in the contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Contract between the City and the Central Nebraska Humane Society, Inc., a non-profit corporation, is hereby approved to provide animal code enforcement services within the city limits; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 10, 2008	☐ City Attorney