

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 2, 2009

Action Agenda

Item No. 4-i

SUBJECT: Contract Renewal with Town of Chapel Hill for County Provision of Animal Control and Emergency After-hour Services and for Pet License Fees Collection

DEPARTMENT: Animal Services Department

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Contract

INFORMATION CONTACT:

Bob Marotto, Animal Service Director,
986-2287

PURPOSE: To approve a contract renewal that 1) provides the Town of Chapel Hill with animal control and emergency after-hour animal services during FY 2009-10; and 2) identifies how pet license fees for Chapel Hill residents will be collected.

BACKGROUND: Orange County staff have developed and reviewed the proposed contract renewal for FY 2009-2010 with the Town of Chapel Hill. The contract renewal will not change direct service delivery, the level of service or the costs to the Town.

An Animal Control Officer is stationed at the Animal Services Center with principal responsibilities for enforcing the Town's animal control ordinance within the Town limits, including responding to animal control emergencies within the Town that occur Monday through Friday between 8:00 a.m. and 5:00 p.m.

Under the contract renewal, Animal Control Officers will respond to animal injuries, animal cruelty, animal rescue, animals in need of assistance, rabies suspects and other emergency calls in the Town limits of Chapel Hill outside of regular hours of service (that is, from 5:00 p.m. to 8:00 a.m.) Monday through Friday, and 24 hours on Saturday and Sunday and holidays.

The renewal also provides for the County to collect the Town's animal tax (as well as the County's) and remit or credit the Town's amount to the Town in a manner that is mutually agreeable to both jurisdictions. This has been the practice for a number of years, and last year it became a component of the agreement between the Town and the County.

FINANCIAL IMPACT: The proposed contract renewal will provide revenue to the County of \$75,000 for FY 2009-2010 – the same amount as in FY 2008-2009. In consultation with the

Budget Office, it has been determined this amount basically recovers the direct costs of providing the services required by the contract. In a detailed analysis done for FY 2007-08, Animal Services and Budget staff estimated direct costs to be approximately \$74,000.

RECOMMENDATION(S): The Manager recommends the Board approve the contract renewal and authorize the Chair to sign the contract with the Town of Chapel Hill subject to final review by staff and the County Attorney.

NORTH CAROLINA

ORANGE COUNTY

**AN AGREEMENT BETWEEN ORANGE COUNTY, HEREINAFTER THE COUNTY;
AND THE TOWN OF CHAPEL HILL, HEREINAFTER THE TOWN: FOR ANIMAL
CONTROL AND PROTECTION SERVICES AND EMERGENCY AFTER HOUR
ANIMAL SERVICES AND FOR THE COLLECTION OF LICENSE FEES**

WHEREAS, the Council of the Town of Chapel Hill does appropriate funds for the 2009-2010 fiscal year for the performance of animal control and emergency after hour animal services in Chapel Hill; and

WHEREAS, the County operates the Orange County Animal Service Center and has a shared interest in continuing to offer this service through agreement to the Town:

WITNESSETH

1. The County and Town hereby agree as follows:

The Town will designate the Orange County Animal Services Center as its "Office of Animal Control," (hereafter "the OAC"). The County is authorized to appoint an Animal Control Officer to respond to emergency and routine animal service calls within the Town.

During the hours of 8:00 am through 5:00 pm, Monday through Friday, the County shall provide animal control and protection services to the Town. The County shall also respond to emergency after hour animal service calls as described below.

The County's services to the Town are listed in **2.A.** , **2.B.** and **2.C.** below.

2. A. Chapel Hill Animal Control And Protection Services

- During the hours of 8:00 am through 5:00 pm, Monday through Friday the Animal Control Officer will respond to all animal services calls within the Town, both emergency and routine.
- All service calls responded to on behalf of the Town under this agreement will be handled in accordance to the Town's Animal Control Ordinance and policies developed mutually by representatives of the Town and the County.
- The County will provide phone access at the OAC for the purpose of receiving animal service calls during the hours noted in 1 above.
- A quarterly report listing the number and types of calls handled within the Town limits will be forwarded to the Chapel Hill Police Department.

- All County employees responding to service calls under this agreement will receive training pertaining to the Town's Animal Control Ordinance.
- The County agrees to provide an animal control vehicle and necessary animal control equipment for the use in the Town.
- Scheduled vacation time and sick leave time for the appointed Animal Control Officer will be covered by the County from Monday through Friday, 8:00 am to 5:00 pm, for emergency services only.

2. B. Chapel Hill Emergency After Hour Animal Services

- Emergency after hour animal services are from 5:00 pm to 8:00 am Monday through Friday and all holidays and weekends.
- The County shall provide trained, qualified personnel to respond to emergency after hour animal calls within the Town by going to the scene when necessary to protect and preserve the health and safety of the public and the life and health of animals.
- Qualified personnel of the County shall, when necessary and proper in the judgment of County personnel, provide first aid treatment and/or take animals requiring care to veterinary facilities according to County policy. When immediate veterinary care is not needed in the judgment of County personnel, an animal may be taken to the Animal Services Center.. Sick and injured animals will be handled according to Animal Services' operating policy.
- The County may, in its discretion, bear the cost of emergency care and sheltering costs for animals that do not appear to have an owner or keeper, or where the owner or keeper can be identified, charge the owner or keeper with the cost of emergency care and sheltering costs of the animals consistent with the Animal Services' operating policy.
- County employees or their designees shall attempt to contact at a time which is reasonable under the circumstances in each situation, the owner or custodian of each animal involved in an emergency requiring assistance.
- Where Town Public Safety and/or Town officers are also on the scene of an animal-related emergency, the County personnel shall cooperate with Town personnel in matters involving safety of persons and/or enforcement of the Town's animal control ordinance.

2. C. Pet License Fees:

- It is understood that the County is responsible for setting its animal taxes (or pet license fees) pursuant to North Carolina General Statute 153A-153. Animal tax.
- It is understood that the Town is responsible for setting its animal taxes (or pet license fees) pursuant to North Carolina General Statute 160A-212. Animal taxes

- The Town and the County agree to provide each other with at least 60 days of notice about any change that they are making in their respective animal taxes (or pet license fees)
 - The County agrees to collect animal taxes (or pet license fees) for the Town and to remit or credit those taxes to the Town in a manner that is mutually agreeable to the County and the Town.
3. Upon receipt of invoice for the services of Animal Control and emergency after hour animal services, the Town shall make four equal quarterly installment payments to the County of \$18,750 for a total payment of \$75,000.
 4. This agreement shall be in effect for the period beginning July 1, 2009 and ending June 30, 2010, subject to annual renewal as negotiated and agreed upon by both parties, unless either party gives 30 days notice of intention to cancel this agreement.

In witness whereof, the parties hereunto cause this agreement to be executed in their respective names on this the _____ day of _____, 2009 by :

Orange County Board of Commissioners

Valerie P. Foushee, Chair _____

Town Manager, Town of Chapel Hill _____

Chief of Police, Town of Chapel Hill _____

Approved as to technical content: _____
Department Director

Approved as to form and legal sufficiency: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Fiscal and Control Act.

Finance Director _____
Town of Chapel Hill