

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 2, 2009

**Action Agenda
Item No.** 4-j

SUBJECT: Contract Renewal with Town of Carrboro for County Provision of Emergency After Hour Animal Services and for Pet License Fees Collection

DEPARTMENT: Animal Services Department **PUBLIC HEARING: (Y/N)**

ATTACHMENT(S):
Contract

INFORMATION CONTACT:
Bob Marotto, Animal Services Director,
986-2287

PURPOSE: To approve a contract renewal that 1) provides the Town of Carrboro with emergency after hour animal services during FY 2009-2010; and 2) identifies how pet license fees for Town of Carrboro residents will be collected.

BACKGROUND: The attached contract has been developed and reviewed with the Town of Carrboro to provide for the continuation of emergency after hour services to for FY 2009-10. Based upon review by the Animal Services Department and the Budget Department there is no change in the level of service and no increase in cost to the Town.

Under this contract, County 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 Carrboro after 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.

In addition, the contract 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 became a component part of the agreement between the County and the Town last year.

FINANCIAL IMPACT: The proposed contract renewal will provide revenue to the County in the amount of \$6,000 for FY2009-2010. This amount is the same as for FY2008-2009. In an analysis of the costs of the service covered under this agreement for a prior fiscal year, Animal Services and Budget staff determined that the fee amount covers all of the direct costs of providing these services.

RECOMMENDATION (S): The Manager recommends the Board approve the contract renewal and authorize the Chair to sign the contract with the Town of Carrboro 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 CARRBORO, HEREINAFTER THE TOWN: FOR
EMERGENCY AFTER HOUR ANIMAL SERVICES AND LICENSE FEE
COLLECTION.**

WHEREAS, the Aldermen of the Town does appropriate funds for the 2009-2010 fiscal year for the performance of critical after hour animal services in Carrboro; and

WHEREAS, the County operates the Orange County Animal Services Center and has the capability and a shared interest in offering this service through agreement to the Town:

NOW THEREFORE It is agreed by and between the Town and the County based on the mutual promises herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, as follow

1. The County and the Town hereby agree as follows:

- The County's Animal Services Department will provide staff to respond to emergency after hour calls as described below.
- 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 County's use in the Town in fulfillment of this agreement.
- The Town and the County will cooperate to train County employees providing emergency after hour animal service in the requirements of the Town's Animal Control Ordinance.
- 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.

2. The County's assistance to the Town shall include emergency after hour animal as listed below:

- Hours are from 5:00 p.m. to 8:00 a.m. Monday through Friday and all holidays and weekends.
- The County shall provide trained, qualified personnel to respond to emergency animal service 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 County's Animal Services Center. Sick and injured animals will be handled according to Animal Services' operating policies.
- 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 shelter costs of the animals consistent with the County's 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 the assistance of Animal Services personnel.
- The County shall make quarterly reports to the Town on the emergency after hour calls that required a response within the Town. These quarterly reports will list the date of the call, name of the caller, street location of animal, species of animal, animal ID#, and type of assistance rendered. These reports will be forwarded to the Town Police Department.
- Where Town Police, and/or Town Animal Control 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.

The Town shall pay the County an annual sum of \$6,000.00 for services provided pursuant to this Agreement for the 2009-010 fiscal year, as set forth herein. The County shall submit to the Town each quarter of the fiscal year an invoice in the amount of \$1,5000.00 for services rendered for the quarter just passed, and upon receipt of invoice for the after hour service the Town shall make prompt payment of the amount then due.

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.

This the _____ day of _____, 2009

ORANGE COUNTY BOARD OF COMMISSIONERS

Valerie P. Foushee, Chair

TOWN OF CARRBORO

Town Manager, Town of Carrboro

Chief of Police, Town of Carrboro

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.

BY _____

Finance Director