

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** December 7, 2009

**Action Agenda**

**Item No.** 4-c

**SUBJECT:** Contract with City of Durham for Animal Control Services for the Portion of the City in Orange County

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**DEPARTMENT:** Animal Services Department

**PUBLIC HEARING:** (Y/N)

No

**ATTACHMENT(S):**  
Agreement

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

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**PURPOSE:** To approve an agreement for the remainder of FY 2009-10 between the County and the City of Durham to provide Animal Control Services for the very small portion of the City located within Orange County.

**BACKGROUND:** The attached agreement has been developed at the request of the City of Durham to assure that appropriate services are provided to Orange County residents who live within the small portion of the City located within Orange County. Presently, service provision to these residents is problematic because Durham City does not have its own animal control ordinance or provide its own animal control services. Instead, the City relies upon Durham County Animal Control, which provides services within Durham County on the basis of that County's animal control ordinances.

At its November 2, 2009 meeting, the Durham City Council voted in favor of creating an agreement to provide Animal Control services to the portion of Durham City that is within Orange County. Accordingly, the attached agreement is being presented to the Board of County Commissioners (BOCC) for information and approval. Consideration by the Durham City Council was based upon prior staff discussion and review by attorneys for Orange County and the City of Durham.

The geographic area covered by the agreement consists of three land parcels. Only one of these parcels currently contains residential homes (16). According to the Orange County Board of Elections, 27 registered voters reside in this area. A review of animal control field services show virtually no service requests or responses in this area in recent years.

Under the terms of the agreement, animal control services provided by Orange County would be the same as the ones provided in the unincorporated portion of the County, and existing Orange County animal control ordinances would apply. Normal services would be provided from 8:00 a.m. to 5:00 p.m. Monday through Friday, and priority services would be provided on an on-call basis outside of these hours during the week and on weekends and holidays.

**FINANCIAL IMPACT:** Given the very small size of the covered area, and the lack of service demand in the past, minor operational change is anticipated within Animal Services. An agreement amount of \$500 was deemed appropriate for the current fiscal year and will be reviewed annually on the basis of actual experience.

**RECOMMENDATION (S):** The Manager recommends that the Board approve the agreement and authorize the Manager to sign the contract with the City of Durham for animal control services in the amount of \$500.

NORTH CAROLINA                      AGREEMENT FOR ANIMAL SERVICES BETWEEN ORANGE  
 COUNTY AND THE CITY OF DURHAM  
 ORANGE COUNTY

This agreement is dated, made, and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Durham ("City") and Orange County ("County").

**BACKGROUND and DEFINITIONS FOR THIS AGREEMENT**

"Animal Control Ordinance" means chapter 4 (titled "Animal Control") of the Code of Ordinances, Orange County, North Carolina, and sections of Chapter X addressing the keeping and the exhibition of exotic animals. By resolution adopted by the Durham City Council pursuant to N. C. G. S. 153A-122, the Animal Control Ordinance and exotic ordinances are permitted to apply in the Area of the City of Durham Located in Orange County.

"Area of the City of Durham Located in Orange County" means the area within the corporate limits of the City of Durham that is located in Orange County.

**The County and City hereby agree as follows:**

1. **In General.** The City hereby designates Orange County's Animal Services Center as its "Office of Animal Control" (hereafter the "Center"). The County will designate one (or more than one, in the County's discretion) employees (collectively, the "Animal Control Officer") to respond to emergency and routine animal service calls within the Area of the City of Durham Located in Orange County.

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 Area of the City of Durham Located in Orange County. Outside of those hours, the County will provide on-call field services for urgent or emergency situations involving animals (as described below).

The County's services to the Area of the City of Durham Located in Orange County are listed in sections 2.A., 2.B. and 2.C. below.

2. **A. 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 Area of the City of Durham Located in Orange County, both emergency and routine.

All service calls responded to by the County on behalf of the City under this agreement will be handled in accordance with the Animal Control Ordinance and North Carolina general statutes pertinent to animals and with policies generally applied by Orange County in the unincorporated portions of Orange County.

The County will receive incoming complaints and inquiries at the Center during the hours noted in section 1 above.

A quarterly report listing the number and types of calls handled within the Area of the City of Durham Located in Orange County shall be prepared by the County and forwarded to the City's Neighborhood Improvement Services Department.

All County employees responding to service calls under this agreement will receive training by the County pertaining to the Animal Control Ordinance and North Carolina statutes pertinent to animals.

The County agrees to provide an animal control vehicle and necessary animal control equipment for the use in the Area of the City of Durham Located in Orange County.

**2. B. After Hour On Call Emergency Services:**

The County will provide after hour on-call services for all holidays observed by County government, every day that is not a holiday from 5:00 pm to 8:00 am and Saturday and Sunday from 8:00 am to 5:00 pm.

A County Animal Control Officer will respond to service requests within the Area of the City of Durham Located in Orange County 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 Center. Sick and injured animals will be handled according to departmental operating policies.

The County may, in its discretion, bear the cost of emergency care and shelter 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 departmental operating policies.

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 law enforcement officers are also on the scene of an animal-related emergency, the County personnel shall cooperate with them in matters involving safety of persons and enforcement of the Animal Control Ordinance.

2. **Compensation to County.** The City shall pay the County \$500.00 for the current fiscal year and each year thereafter this agreement is in effect; however, the amount of the compensation shall be reviewed annually and adjusted based on actual use of service.

3. **Duration.** This agreement shall be in effect at 12:01 AM on the day after the Animal Control Ordinance is permitted to apply in the Area of the City of Durham Located in Orange County by a resolution adopted by the Durham City Council pursuant to N. C. G. S. 153A-122. This agreement shall cease to be in effect at midnight on the anniversary of the date the Animal Control ordinance is permitted to apply in the Area of the City of Durham Located in Orange County. This agreement shall automatically renew for annual periods, unless either party gives 30 days notice to cancel this agreement. After this agreement is no longer in effect, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, The governing body of each party hereto has determined that duration to be reasonable. In this agreement, a "year" is based on such periods and is not a calendar or fiscal year.

4. **Notice.** (a) All notices and other communications required or permitted by this agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:  
Director  
Neighborhood Improvement Services Department  
City of Durham  
101 City Hall Plaza  
Durham, NC 27701  
The fax number is (919) 560-1790.

To the County:  
Mr. Robert A. Marotto  
Director of Animal Services  
1601 Eubanks Road  
Chapel Hill, NC 27516

The fax number is (919) 918-2383.

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

6. **No Third Party Rights Created.** This agreement is intended for the benefit of the City and the County and not any other person.

7. **Appointment of Personnel.** The City Manager shall designate persons to carry out the City's obligations under this agreement. The County Manager shall designate persons to carry out the County's obligations under this agreement.

8. **Amendment and Termination.** This agreement may be amended or terminated by agreement of the parties.

*In witness whereof, the parties hereunto cause this agreement to be executed in their respective names on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by:*

[Executed on the following page]

**FOR AND ON BEHALF OF ORANGE COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Frank W. Clifton, Orange County Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Donna Baker, Orange County Clerk to the Board of Commissioners

Approved as to technical content: \_\_\_\_\_

Robert A. Marotto, Animal Services Director

Approved as to form and legal sufficiency: \_\_\_\_\_

Annette M. Moore, Staff Attorney

**FOR DURHAM CITY**

\_\_\_\_\_  
Thomas J. Bonfield, Durham City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk

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

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