

RESOLUTION NO. 13619-23

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN ANIMAL CONTROL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA AND THE CITY OF POQUOSON, VIRGINIA, DATED THE 14th DAY OF MARCH, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Animal Control Services Agreement by and between the City of Newport News, Virginia and the City of Poquoson, Virginia, dated the 14th day of March, 2023.

2. That a copy of the said Animal Control Services Agreement is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON MARCH 14, 2023

Mabel Washington Jenkins, MMC
City Clerk

Phillip D. Jones
Mayor

A true copy, teste:

City Clerk

CITY OF NEWPORT NEWS – CITY OF POQUOSON

ANIMAL CONTROL SERVICES AGREEMENT

THIS ANIMAL CONTROL SERVICES AGREEMENT, hereinafter “Agreement”, dated this 14th day of March, 2023, by and between the CITY OF NEWPORT NEWS, VIRGINIA, hereinafter “Newport News”, party of the first part; and the CITY OF POQUOSON, VIRGINIA, hereinafter “Poquoson”, party of the second part.

WHEREAS, Newport News provides animal control services for its citizens within its jurisdictional limits, and

WHEREAS, Poquoson is desirous of having Newport News provide animal control services for its citizens within the jurisdiction limits of Poquoson, Virginia,

WHEREAS, Section 3.2-6555 of the Code of Virginia, 1950, as amended, provides the authority for one jurisdiction to provide animal control services to another jurisdiction; and

WHEREAS, Newport News agrees to provide animal control services as requested by Poquoson; and

WHEREAS, the purpose of this Agreement is to memorialize the understanding between the parties hereto.

WITNESSETH

NOW THEREFORE, in consideration of the payment of the charges identified in Attachment 1, the mutual covenants contained herein, and subject to the conditions herein set forth, the parties mutually covenant and agree as follows:

ARTICLE I. DEFINITIONS

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires:

Animal means a dog, a cat, and other animal to which this Agreement applies and Newport News is equipped to handle.

Animal Control Services means such services provided by Newport News including animal capture, animal pickup, arrangements for medical treatment, and animal transportation, including the administration incidental to to-such services.

Applicable Law means all applicable laws, ordinances, judgments, decrees, injunctions,

writs and orders of any judicial or administrative tribunal, arbitrator or governmental agency or authority, and all rules, regulations, orders, interpretations, licenses and permits of the City of Poquoson and the City of Newport News to extent those are consistent with state law and any federal or state governmental body, instrumentality, agency or authority, specifically including Title 3.2, Agriculture, Animal Care and Food, Subtitle V. Domestic Animals, Chapter 59, General Provisions of the Code of Virginia, 1950 as amended.

Commencement Date of this Agreement means this 14th day of March, 2023.

Fiscal Year means the annual accounting period from July 1 of one year to and including June 30 of the following year.

Animal Control Officer means an employee of Newport News who serves as an animal control officer or any other agent or employee of Newport News engaged in animal control functions in Poquoson.

Resident means a resident of Poquoson.

Service Hours means any hour, or part thereof, wherein an Animal Control Officer responds either in person, by correspondence, or by telephone, to an animal related issue for Poquoson.

Termination Date ongoing, unless otherwise agreed by the parties in writing as an amendment to this Agreement or unless the Agreement is sooner terminated for any reason.

ARTICLE II. NEWPORT NEWS OBLIGATION

Newport News agrees to provide Poquoson with Animal Control Services as follows:

- A. *Service Hours.* To provide up to twenty (20) hours of Animal Control Services per calendar week.
- B. *Services.*
 - (1) To provide Animal Control Services on a complaint basis, which shall not include routine patrols.
 - (2) To transport and deliver Animals in its custody to the shelter contracted by Poquoson for shelter services.
 - (3) To arrange, at Poquoson's expense, for medical treatment by a licensed veterinarian for sick and injured animals in its custody in accordance with established Newport News procedures.
 - (4) To cooperate with Poquoson employees, offices, officers and officials including, but not limited to, the City Attorney's Office, the Police Department and the Health Department as needed to properly investigate and enforce applicable law.

- (5) To prepare and provide all reports required by applicable law including, but not limited to, number of animals handled, number of complaints to which Animal Control Officers responded and the number of citations issued by Animal Control Officers.

C. *Staff and Equipment.*

- (1) To provide all Animals Control Services by certified professional Animal Control Officers.
- (2) To require that all Animal Control Officers wear appropriate uniforms and display proper identification and credentials required for the performance of their duties.
- (3) To provide all equipment necessary to conduct safe, efficient, and humane Animal Control Services.

D. *Routine Animal Control Services and Hours of Operations.*

- (1) To provide routine Animal Control Services during normal patrol hours every day of the week, for the following:
 - a. Stray Animals,
 - b. Vicious Animals
 - c. Animal Exposure (bite) Investigations
 - d. Animal Cruelty Investigations
 - e. Injured/Sick Animals
 - f. Animal confiscated from arrestees
 - g. Owner Surrendered Animals
 - h. Deceased Animals where ownership may be determined by collar, tag or electronic identification

E. *Emergency Animal Control Services and Hours of Operations.*

- (1) To provide Animal Control Services on an emergency basis during emergency only, on-call hours, every day of the week, for the following:
 - a. Vicious Animals
 - b. Stray Injured or Sick Animals
 - c. Animals Confiscated from Arrestees
 - d. Animal Cruelty Investigations where an animal has been killed or in danger of dying
 - e. Animal bites investigations where the animal is still stray and the owner is not immediately known
- (2) To respond to emergency requests for Animal Control Services within a target response time of 90 minutes from receipt of such a request to respond as weather and traffic conditions allow.

- F. *Animal Control Officer Performance.* To supervise and control Animal Control Officers, their standards of performance, their discipline, and all other aspects of their activities in the execution of their responsibilities pursuant to this Agreement.
- G. *Contact Person.* To designate a person with whom communication may be made pursuant to this Agreement if other than the person listed in Article VI.

ARTICLE III. POQUOSON OBLIGATIONS

In addition to any other requirements contained herein, Poquoson agrees as follows:

- A. *Payment for Services.* To pay Newport News for Animal control services provided by Animal Control Officers in accordance with the payment schedule attached hereto as Attachment 1, and made part hereof, in accordance with the following:
 - (1) To pay Newport News for its capital expenditures necessary to provide Animal Control Services to Poquoson in accordance with the payment schedule in Attachment 1, within 45 days of execution of the contract.
 - (2) To pay Newport News the annual charge for providing up to twenty (20) hours of Animal Control Services to Poquoson per week within 14 days of receipt by Poquoson of an invoice for such services.
- B. *Regular Service Operations.* To forward all phone calls for service received by Poquoson agencies to Newport News in a timely manner for review and dispatching where necessary.
- C. *Emergency Services Operations.* To assist with screening of calls during emergency only, on-call hours to help insure that only emergency calls as defined in Article II (E) (1) above are directed to Newport News for a response.
- D. *Performance and Service Quality Input.* To provide Newport News with constructive input and comments on Animal Control Officer performance and service quality.
- E. *Contact Person.* To designate a person with whom communication is to be made pursuant to this Agreement if other than the person listed in Article VI.

ARTICLE IV. USE OF THE PENINSULA REGIONAL ANIMAL SHELTER

For the purposes of Section 14-76 of the Code of Ordinances of the City of Poquoson, by

executing the Agreement, the City Manager of the City of Poquoson designates the Peninsula Regional Animal Shelter as the place where dogs found running at large in the City of Poquoson shall be placed upon apprehension.

ARTICLE V. MISCELLANEOUS

- A. All actions by the parties taken pursuant to this Agreement will be in compliance with all applicable federal laws, rules, and regulations, and all applicable laws, rules and regulations of the Commonwealth of Virginia.
- B. All pension, relief, disability, worker's compensation, life and health insurance, and other benefits enjoyed by animal control personnel for either party as employees of their respective jurisdictions will extend to the services they perform under this Agreement, and each party agrees that the provisions of these benefits will remain the responsibility of the employing party.
- C. Each party agrees that it waives any and all claim against the other party which may arise out of the activities conducted in furtherance of this Agreement, other than payment for veterinarian treatment and exceptional circumstances as prescribed in Article II B and C and Article III B and C, supra.
- D. The parties will not be liable to each other for reimbursement for injuries to personnel.
- E. This Agreement embodies the entire understanding and agreement of the parties; all prior negotiations, representations, agreements, and understandings are herein contained.
- F. This Agreement may be amended by the written agreement of both parties, with the same formalities as the original Agreement.
- G. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- H. In the event that any provision of this Agreement is deemed unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect and will not be affected thereby.

ARTICLE VI. NOTICES AND CONTACTS

Unless otherwise provided for herein, any notice required or permitted to be given under the agreement shall be provided in writing by mailing first class mail or delivered in person, and notice shall be effective upon such mailing or delivery.

- A. Notices to Newport News required by this Agreement shall be provided to:

City Manager
2400 Washington Avenue, 10th Floor
Newport News, VA 23607

The primary daily contact person for purposes of this Agreement for Newport News shall be the Newport News Superintendent of Animal Services.

- B. Notices to Poquoson required by this Agreement shall be provided to:

City Manager
500 City Hall Avenue
Poquoson, VA 23662

The primary daily contact person for purposes of this Agreement for Poquoson shall be the Poquoson Assistant City Manager.

ARTICLE VII. TERMS AND RENEWALS

- A. The initial term of this Agreement shall begin on the commencement date. Thereafter, the Agreement shall be automatically renewed on a Fiscal Year basis.
- B. Either party may give to the other party written notice of its intent not to renew for the next Fiscal Year term on April 1 of any existing term.
- C. The provisions of Attachment 1 shall be re-negotiated for subsequent renewal terms on or before April 1 of each year. In the event the parties cannot or have not agreed upon the provisions of Attachment 1 for the next renewal term on or before April 1, the Agreement shall terminate on June 30 of the existing term unless otherwise agreed by the parties.

ARTICLE VIII. TERMINATION

Notwithstanding any other provision contained herein, this Agreement may be terminated by either party, at any time, without cause, by providing written notice to the other party at least six (6) months prior to the intended date of termination, specifying the date of termination, by certified mail, return receipt requested, or personally delivered to the other party to the person and at the address provided for notices in Article VI.

ARTICLE IX. EXECUTION

This Agreement shall become effective on the effective date upon execution in duplicate by both parties and a fully executed copy of the Agreement having been delivered or mailed to both parties at the addresses for notices contained in Article VI.

IN WITNESS WHEREOF the parties have executed this Agreement, after having been first duly authorized, as of the date set forth on the first page of the Agreement.

ATTEST:

CITY OF NEWPORT NEWS, VIRGINIA

Mabel Washington Jenkins, MMC
City Clerk

Cynthia D. Rohlff
City Manager

Approved as to Form:

Pamela P. Bates, Senior Assistant City Attorney

ATTEST:

CITY OF POQUOSON, VIRGINIA

City Clerk

City Manager

Approved as to Form:

City Attorney

Budget: City of Poquoson Animal Control Services FY 23

Personnel

Animal Control Officer	\$20,404	
Total Personnel	\$20,404	50% cost of full-time officer

Fringes

ICMA match	\$240	
FICA	\$1,561	
VRS Retirement	\$1,290	
Group Health	\$6,689	
Group Dental	\$234	
Group Vision	\$12	
Group Long Term Disability	\$15	
VRS Disability	\$11	
VRS Group Life Insurance	\$110	
Health Reimbursement	\$852	
Total Fringes	\$11,013	all fringes are based on 50% cost of full-time officer

Other Expenses

Uniforms	\$133	
Equipment	\$140	
Fuel	\$685	
Cell phone	\$108	estimated cost based on 50% usage for Poquoson
Repairs	\$1,404	vehicle depreciation, repairs to vehicle, radio & equipment
Training	\$300	50% annual cost to train one officer
Total Other Expenses	\$2,770	

Total Budget	\$34,186	\$2,848.82 monthly payment
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