

**RESOLUTION NO. 13620-23**

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 MUTUAL AID AGREEMENT FOR ANIMAL CONTROL SERVICES BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF HAMPTON, 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 Mutual Aid Agreement for Animal Control Services by and between the City of Newport News, Virginia, and the City of Hampton, Virginia, dated the 14th day of March, 2023.

2. That a copy of the said Mutual Aid 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 HAMPTON**  
**MUTUAL AID AGREEMENT**  
**FOR**  
**ANIMAL CONTROL SERVICES**

This Animal Services Mutual Aid Agreement (“MAA”) is entered into this 14th day of March 2023, by and between the City of Newport News, Virginia Animal Services Division (“Newport News”) and the City of Hampton, Virginia Animal Response Team (“Hampton”).

**WITNESSETH**

**WHEREAS**, Newport News and Hampton provide animal control services for their citizens within their jurisdictional limits;

**WHEREAS**, Hampton is desirous of having Newport News, and Newport News is desirous of having Hampton, on occasion as needed, and on a temporary basis, provide animal control services for their residents within the jurisdictional limits of the City of Hampton and the City of Newport News;

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

**WHEREAS**, Hampton and Newport News agree to provide animal control services, from time to time, as requested by the other and when, in the opinion of Newport News or Hampton, adequate resources are available to the other locality to provide for the noted obligations; and

**WHEREAS**, the purpose of this MAA is intended to memorialize the understanding between the parties hereto;

**NOW, THEREFORE**, the parties mutually covenant and agree as follows, subject to the conditions herein set forth:

**ARTICLE I. DEFINITIONS**

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

**ANIMAL** means a dog, cat, or any other animal to which this MAA applies and which Newport News and Hampton are equipped to handle.

**ANIMAL CONTROL SERVICES** means such services provided by Newport News and Hampton, including animal capture, animal pickup, arrangement for medical treatment, cruelty investigations, other such animal related violations, crimes, and investigations as defined in the Code of Virginia, 1950 as amended, and animal transportation, including the administration incidental 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 Cities, 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.

**FISCAL YEAR** means the annual accounting period from July 1 of one year until June 30 of the following year.

**ANIMAL CONTROL OFFICER** means an employee of Newport News or Hampton who serves as an animal control officer and any other agent or employee of the City of Newport News or the City of Hampton engaged in animal control functions in either the City of Newport News or the City of Hampton.

**RESIDENT** means a resident of either Hampton, Virginia or Newport News, Virginia.

**SERVICE HOURS** means any hour, or part thereof, wherein an animal control officer responds, either in person, by correspondence, or by phone, to an animal related issue for the City of Hampton or the City of Newport News.

## **ARTICLE II. OBLIGATIONS**

Newport News agrees to provide Hampton and Hampton agrees to provide Newport News animal control services within the other party's jurisdictional boundaries as follows:

a) **Service Availability:** Provide services on a per call basis during regular patrol hours as specified under section d) below and during after-hours for emergency calls as specified under section e) below.

b) **Service Provision:**

- Provide animal control services on an as-needed basis if and when the other party's staffing is unavailable for a response. The assisting party will only respond to calls as specified under sections d) and e) below. The assisting party will not complete routine patrols or non-emergency responses on the other party's behalf.
- The party requesting assistance will communicate its request for assistance to the assisting party's primary daily contact person specified in Article V, below. The assisting party's primary daily contact person will provide a response as to the assisting party's availability to assist within one hour of receipt of the request.
- Services will be provided contingent upon the availability of the assisting party's staff and equipment.
- The assisting party's emergency services and response to calls in its own jurisdiction will take priority over the other party's calls.
- Seek magistrate summonses and warrants, when needed, for the enforcement of laws related to animals.
- Provide mutual assistance during animal hoarding and animal fighting cases.
- Transport and deliver animals in the assisting party's custody to the Peninsula Regional Animal Shelter located in Newport News.

- Arrange for medical treatment as needed by a licensed veterinarian for sick and injured animals in the assisting party's custody in accordance with the assisting party's established procedures. The party receiving assistance shall make arrangements to pay for all veterinarian treatment directly to the provider.
  - Cooperate with the assisting party and its employees, offices, officers, and officials as needed to properly investigate and enforce applicable law.
  - Allow the assisting party's animal control officers permission to ride with the other party's animal control officers, in vehicles owned by the party receiving assistance, when answering calls for service. The assisting party's animal control officers will not drive the other party's vehicles.
  - Timely prepare and provide all reports requested by the party receiving assistance and all reports as required by applicable law including, but not limited to, number of animals handled and number of complaints to which animal control officers responded.
- c) Staff and Equipment Requirements:
- Provide all animal control services by certified professional animal control officers.
  - Require that all animal control officers wear appropriate uniforms and display proper identification and credentials required for the performance of their duties.
  - Provide all equipment necessary to conduct safe, efficient, and humane animal control services.
  - Provide staff and equipment as noted above when, in the opinion of the Newport News Director of Parks, Recreation and Tourism or the Hampton Police Chief, as applicable, or his/her designee, such resources are sufficient and available to respond to items specified under section d) below.
  - While no cost or fees are associated with this MAA, the party providing assistance reserves the right to advise the other party of exceptional circumstances that may necessitate bill back of unusual costs incurred by the assisting party in response situations. Payment of such costs shall not be guaranteed. All reasonable efforts will be made to get reimbursement approval prior to incurring the expense.
- d) Routine Animal Control Services and Hours of Operation:
- Monday through Friday 0800-2000 hours and Saturdays and Sundays from 0800-1800 hours for the following calls:
    1. Stray animals that are a threat to public safety or their immediate safety, such as, but not limited to, an animal on a major highway or waterway
    2. Dangerous/vicious animals
    3. Animal bite investigations

4. Animal cruelty where the life of the animal is directly threatened or felonious animal cruelty investigations
  5. Injured/sick animals
  6. Animals confiscated from arrestees
  7. Animal license and rabies vaccination investigations in conjunction with 1-6 above
- e) Emergency Animal Control Services and Hours of Operation:
- Provide animal control services on an emergency basis between the hours of 2000-0800 Monday through Friday and between the hours of 1800-0800 Saturday and Sunday, for the following:
    1. Dangerous/vicious animals
    2. Injured/sick stray animals
    3. Animals confiscated from arrestees
    4. Animal cruelty where the life of the animal is directly threatened or felonious animal cruelty investigations
    5. Bites from stray animals or bites where the life of a human is in danger
- f) Animal Control Officer Performance:
- Animal control officers shall comport themselves and perform all duties under this MAA in accordance with their respective standards of performance.
  - Notify the other party within a reasonable amount of time when animal control services will be necessary.
  - Forward all calls for services received by the party receiving assistance to the party providing assistance in a timely manner for review and dispatching where necessary.
- h) Performance and Service Quality Input:
- Provide the other party with constructive input and comments on animal control officer response and service quality.

#### **IV. MISCELLANEOUS**

A. All actions by the parties taken pursuant to this MAA 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 MAA, and each party agrees that the provision 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 MAA embodies the entire understanding and agreement of the parties; all prior negotiations, representations, agreements, and understandings are herein contained.

F. This MAA may be amended by the written agreement of both parties, with the same formalities as the original MAA.

G. This MAA 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 MAA is deemed unenforceable, the parties agree that all other provisions of this MAA will remain in full force and effect and will not be affected thereby.

#### **ARTICLE V. NOTICES AND CONTACTS**

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

Notices to Newport News required by this MAA shall be provided to:

City Manager  
2400 Washington Avenue  
Newport News, Virginia 23607

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

Notices to Hampton required by this MAA shall be provided to:

Hampton Chief of Police  
40 Lincoln Street  
Hampton, VA 23669

The primary daily contact person for purposes of this MAA for Hampton shall be the Hampton Animal Response Team Manager or Deputy Manager.

#### **ARTICLE VI. RENEWALS**

- a) The MAA shall automatically renew on a Fiscal Year basis.
- b) Either party may give the other party written notice of its intent not to renew for the next Fiscal Year term on or before April 1 of any existing term.

**ARTICLE VII. TERMINATION**

Notwithstanding any other provision contained herein, this MAA may be terminated by either part, at any time, without cause, by providing written notice to the other party at least thirty (30) days prior to the intended date of termination in accordance with the requirements of Article V, supra. Such notice must specify the date of termination.

**ARTICLE VIII. EXECUTION**

This MAA shall become effective as of the date set forth in the first paragraph on the first page of this MAA.

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

**CITY OF NEWPORT NEWS**

\_\_\_\_\_  
Cynthia D. Rohlf, City Manager

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Michael Poplawski, Director of Newport News Parks and Recreation

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Pamela P. Bates, Senior Assistant City Attorney

\_\_\_\_\_  
Date

**CITY OF HAMPTON**

\_\_\_\_\_  
Mary B. Bunting, City Manager

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Kenneth Ferguson, Interim Chief

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
L. Olivia Wiggins, Assistant City Attorney

\_\_\_\_\_  
Date