

SUMMARY: An ordinance adopting an interlocal agreement by and between Washoe County and the Cities of Reno and Sparks regarding the consolidation of animal control services in Washoe County.

BILL NO. 1387

ORDINANCE NO. 1206

AN ORDINANCE ADOPTING AND RATIFYING AN INTERLOCAL AGREEMENT BY AND BETWEEN WASHOE COUNTY, THE CITY OF RENO AND THE CITY OF SPARKS REGARDING THE CONSOLIDATION OF ANIMAL CONTROL SERVICES IN WASHOE COUNTY AS PROVIDED HEREIN; PROVIDING THAT SO LONG AS THIS ORDINANCE REMAINS IN FORCE AND EFFECT THE INTERLOCAL AGREEMENT WILL BE IN FORCE AND EFFECT; AND PROVIDING NOTICE BE GIVEN IN THE EVENT WASHOE COUNTY TAKES ACTION TO INTRODUCE OR OTHERWISE ACT UPON AN ORDINANCE REPEALING THIS ORDINANCE.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

SECTION 1. Adoption and ratification of Interlocal Agreement.

Washoe County, the City of Sparks and the City of Reno have entered into an Interlocal Agreement providing for the consolidation of animal control services in Washoe County. A copy of the Interlocal Agreement is attached hereto and incorporated by reference herein. The adoption of this ordinance by Washoe County, constitutes adoption and ratification of the attached Interlocal Agreement which agreement shall be effective on the effective date of this ordinance.

SECTION 2. Notice. The County shall give notice to the City of Sparks and the City of Reno in the event the County takes action to introduce or otherwise act upon an ordinance repealing the ordinance adopting this Interlocal Agreement.

SECTION 3. Effective date of ordinance. This ordinance shall be in force and effect on and after July 1, 2003.

[Business Impact Note: The Board of County Commissioners hereby finds that this ordinance does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

Proposed on the 27th day of MAY, 2003.

Proposed by Commissioner SHAW.

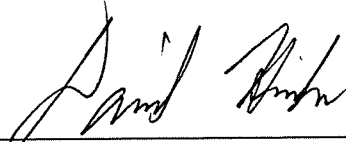
Passed on the 10th day of JUNE, 2003.

Vote:

Ayes: *HUMKE, SHAW, GALLOWAY, SFERRAZZA & WEBER*

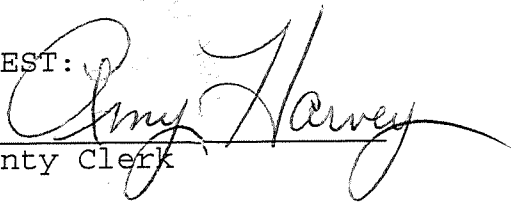
Nays: *NONE*

Absent: *NONE*



Chairman  
Washoe County Commission

ATTEST:



County Clerk

This ordinance shall be in force and effect from and after the 20th day of JUNE, 2003.

Animalcontrolinterlocalord2

**INTERLOCAL AGREEMENT**

This agreement ("Agreement") is made, entered into and agreed to on the effective date by and between the County of Washoe, a political subdivision of the State of Nevada (hereinafter referred to as "County"); and the City of Reno, a municipal corporation (hereinafter referred to as "Reno"); and the City of Sparks, a municipal corporation (hereinafter referred to as "Sparks"). The parties, or each of them, may be referred to as "Party" or "Parties," and Reno and Sparks, or each of them, may be referred to as "City" or "Cities."

**ARTICLE 1            RECITALS**

1.1 The Parties are public agencies under NRS 277.100. Pursuant to the Interlocal Cooperation Act, NRS 277.080 to 277.180, local governments are permitted to make the most efficient use of their powers by enabling them to cooperate with other local governments on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization which will best accord geographic, economic, population and other factors influencing the needs and development of local communities. In addition, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform. This Agreement is entered into pursuant to authority granted in NRS 277.080 to 277.180, inclusive.

1.2 The Parties have entered into a comprehensive Interlocal Agreement dated May 13, 2003, (hereinafter referred to as the "Comprehensive Interlocal Agreement"), providing details of how property, equipment and personnel will be combined to consolidate all animal control services with the County. Further, pursuant to the Comprehensive Interlocal Agreement, the Parties have set forth the details of the financing, construction, equipment and operation of a new consolidated regional animal services shelter to be operated by the County.

1.3 The Parties are all separately empowered to adopt and enforce local laws relating to animal control in their respective jurisdictions. The Parties desire, however, to regionalize and consolidate all animal control services providing for a single local jurisdiction to assume full responsibility and authority for the enactment and enforcement of all local laws pertaining to animal control, including, but not limited to: domestic animals running at large; animal noise nuisances; enforcement of rabies control; impoundment of strays, injured and abandoned animals;

investigation of reports of neglected or abused animals; and interface with appropriate federal or state agencies providing assistance and handling of wild animals.

1.4 The Parties Comprehensive Interlocal Agreement also provides a timetable to turn over operation of animal services shelter functions to the County once the Regional Animal Services Shelter is completed. The Regional Animal Services Shelter functions to be operated by the County will: serve as a temporary shelter for impounded animals; care for all stray, abandoned, abused or owner-surrendered animals found running at large or otherwise subject to impounding; providing for adoption of domestic animals providing for spay and neuter services; administration of dog licenses; and providing for animal inoculations and managing records of rabies vaccination.

1.5 Pursuant to the Comprehensive Interlocal Agreement, the Parties contemplated the unification of the animal control ordinances to have but a single set of local laws in Washoe County governing said topic. That Agreement also contemplates that the animal control ordinances of the Cities would be superseded by the amended unified law. The parties desire now to enter into an interlocal agreement for the purpose of affecting the cessation of authority and jurisdiction by the Cities within their respective jurisdictions for animal control; the delegation of powers, if any are deemed necessary, by the Cities for animal control services to the County; the consolidation of animal control services with the County; and the assumption of authority and jurisdiction for animal control by the County throughout Washoe County, including the incorporated Cities.

## **ARTICLE 2           DEFINITIONS**

As used in this Agreement, unless the context otherwise requires, the words and terms which are defined in this section have the meanings which are ascribed to them herein, as follows:

2.1 "Closing" means the date on which the County assumes the responsibility to perform shelter operations for the Regional Animal Services Shelter, and Field Operations for the City of Reno, which at the latest will be July 1, 2005.

2.2 "Effective Date" means the effective dates of the ordinances adopted by the Parties, which ordinances adopt and ratify this Interlocal Agreement.

2.3 "Field Operations" means enforcement and support of all laws dealing with domestic animals including animals at large, noise nuisances, and administration of rabies control while

maintaining public and animal safety, impoundment of strays, injured, and abandoned animals, investigation of reports of possibly neglected or abused animals and providing assistance and care for injured wild animals.

2.4 "Interlocal Agreement" or "Agreement" means this interlocal agreement.

2.5 "Regional Animal Services Shelter" or "Shelter" means the animal services shelter to be built and operated by Washoe County pursuant to the Comprehensive Interlocal Agreement.

**ARTICLE 3                    AUTHORITY FOR CONSOLIDATION AND COUNTY'S  
ASSUMPTION OF RESPONSIBILITY AND AUTHORITY**

3.1 As set forth above and as more fully detailed herein, each Party to this Interlocal Agreement has the power and authority within their respective jurisdictions and in accordance with state law or city charter to enact and enforce local laws in the form of ordinances relating to animal control.

3.2 In addition, and specifically with reference to the County, NRS 244.359 provides that a board of county commissioners may enact and enforce an ordinance(s):

(a) Fixing, imposing and collecting an annual license fee on dogs and providing for capture and disposal of all dogs on which a license fee is not paid;

(b) Regulating or prohibiting the running at large and disposal of all kinds of animals;

(c) Establishing a pound, appointing a poundkeeper and prescribing his duties;

(d) Prohibiting cruelty to animals; and

(e) Designating an animal as inherently dangerous and requiring the owner to obtain a policy of liability insurance in an amount determined by the board.

Subsection 2 of NRS 244.359 provides that any ordinance(s) covering the topics set forth in (a) and (b) above may apply throughout the entire county or govern only a limited area within the county which shall be specified in the ordinance.

3.3 Pursuant to NRS 244.359, the Parties have determined for purposes of consolidation of animal services and animal control functions within Washoe County and with agreement of the Cities as provided herein, that the County has the legal capacity and will assume full authority and jurisdiction over all animal services and animal control functions within Washoe County in accordance with the time frames and based upon the terms and conditions contained herein. These animal services and animal control functions include, but are not limited to: animal

licensing and permits; control of animals running at large; vaccination/ inoculation against rabies; rabies control; livestock; fee collection for animal services; dangerous and vicious dog regulation; adoption of unclaimed or abandoned animals; impoundment of stray, injured or abandoned animals; exotic animal control; providing for a poundkeeper; prohibiting animal cruelty; and other matters relating to the care and control of animals.

3.4 The Parties have drafted animal services and animal control ordinances that standardize and blend the Cities and County code provisions to provide careful and appropriate regulation of animals and animal owners. These unified ordinances provide for regulation of animals based upon differences between urban and rural areas of the region.

3.5 Regionalization and consolidation of animal services and animal control functions will be effected in two phases as set forth in Article 4. As part of the first phase, the County will enact and enforce the first of these unified ordinances wherein the County assumes jurisdiction for animal control throughout the unincorporated area of Washoe County and the incorporated area of the City of Sparks. As part of the second phase, the County will enact and enforce the second of these unified ordinances wherein the County assumes jurisdiction for animal services and animal control functions countywide, including both Cities.

3.6 Through the adoption of this Interlocal Agreement by ordinances of the parties, powers possessed by the Cities, if any, deemed necessary for the County to assume jurisdiction for animal control throughout the region are deemed delegated to the County in accordance with the time frames provided for in Article 4. After regionalization has been completed, the Cities may recommend and the County shall consider suggestions for improving upon the amended County animal services and control ordinance(s).

**ARTICLE 4           CONSOLIDATION OF ANIMAL CONTROL SERVICES IN WASHOE COUNTY**

4.1 Pursuant to the Parties desire to regionalize and consolidate animal control services, the Parties hereby agree as follows:

4.2 Partial Consolidation. The City of Sparks hereby consolidates its animal control functions with the County effective July 1, 2003. On and after that date and so long as this Interlocal Agreement is in effect, the City of Sparks will cease all of its functions relating to animal control as set

forth in Title 8 of the Sparks Municipal Code.

4.2.1 The City of Sparks further agrees to adopt this Interlocal Agreement by ordinance which provides for:

4.2.2 The ratification of this Interlocal Agreement;

4.2.3 The repeal of Title 8 of the Sparks Municipal Code;

4.2.4 A commitment by the City that so long as this Interlocal Agreement is in effect, the City will not enact or attempt to enforce local laws covering the same subject matters contained in the unified ordinances regarding animal control and animal services that have been adopted by the County, and as may be amended from time-to-time by the County, as provided in this Interlocal Agreement;

4.2.5 The authority and power of its law enforcement personnel to assist all County animal control officers in carrying out their duties under the County animal control ordinance when those animal control officers are operating within the jurisdiction of the City of Sparks; and

4.2.6 Notice to be given to the County and City of Reno in the event the City of Sparks takes action to introduce or otherwise act upon an ordinance repealing the ordinance adopting this Interlocal Agreement.

4.3 Full Consolidation. The City of Reno hereby consolidates its animal services and animal control functions with the County effective upon Closing. On and after that date and so long as this Interlocal Agreement is in effect, Reno will cease all of its functions relating to animal services and animal control as set forth in Chapter 8.28 of the Reno Municipal Code.

4.3.1 The City of Reno further agrees to adopt this Interlocal Agreement by ordinance which provides for:

4.3.2 The ratification of this Interlocal Agreement;

4.3.3 The repeal of Chapter 8.28 of the Reno Municipal Code on the Closing;

4.3.4 A commitment by the City that on and after the Closing and then so long as this Interlocal Agreement is in effect, the City will not enact or attempt to enforce local laws covering the same subject matters contained in the unified ordinances regarding animal control and animal services that have been adopted by the County, and as may be amended from time-to-time by the County, as provided in this Interlocal Agreement;

4.3.5 The authority and power of its law enforcement personnel to assist all County animal control officers in carrying out their duties under the County animal control ordinance when those animal control officers are operating within the jurisdiction of the City of Reno after Closing; and

4.3.6 Notice to be given to the County and City of Sparks in the event the City of Reno takes action to introduce or otherwise act upon an ordinance repealing the ordinance adopting this Interlocal Agreement.

4.4 County's Responsibilities. The County agrees to adopt this Interlocal Agreement by ordinance which provides for:

4.4.1 The ratification of this Interlocal Agreement; and  
 4.4.2 Notice to be given to the Cities in the event the County takes action to introduce or otherwise act upon an ordinance repealing the ordinance adopting this Interlocal Agreement.

4.5 On the date of introduction of the ordinance adopting this Interlocal Agreement by the County, the County agrees to proceed with the introduction of the first unified ordinance wherein the County assumes jurisdiction for animal control throughout the unincorporated area of Washoe County and the incorporated area of the City of Sparks. Thereafter, the County agrees to set the public hearing on the first unified ordinance, and thereafter, and in consideration of any public testimony received, to take appropriate action on the first unified ordinance to insure that the effective date of such ordinance is July 1, 2003.

4.6 The County and Reno agree to work in good faith to reach agreement on the substantive provisions of the second unified ordinance wherein the County assumes jurisdiction for animal services and animal control countywide, including the Cities. As the date of Closing approaches, County agrees to proceed with the introduction of the second unified ordinance. Thereafter, the County agrees to set the public hearing on the second unified ordinance, and thereafter, and in consideration of any public testimony received, to take appropriate action on the second unified ordinance to insure that the effective date of such ordinance coincides with Closing.

4.7 Nothing herein prohibits the County from adopting ordinances amending the County code provisions regarding animal control and animal services from time-to-time as the County deems appropriate. In such event, the County will give the Cities notice of such proposed amendments.

#### **ARTICLE 5 UNIFICATION OF ORDINANCES**

5.1 Pending full consolidation of animal control services in Washoe County as provided herein, Reno agrees to review and if deemed appropriate, take action to adopt the substantive provisions of the County's newly enacted animal control ordinance (the first unified ordinance) governing the unincorporated area of the County and the City of Sparks, to provide a unified set of laws governing animal control in the region.



## ARTICLE 6            TERMINATION

6.1 This Interlocal Agreement may only be terminated by a Party by the adoption of an ordinance terminating that Party's participation in this Agreement. In the event a Party introduces an ordinance to terminate their participation in this Agreement, that Party shall provide notice to the other Party or Parties of the introduction of the ordinance. Notice shall be in accordance with paragraph 7.8 below. If either the City of Reno or the City of Sparks desires to terminate their participation in this Agreement as provided herein, the remaining City and the County may continue as parties to this Agreement and appropriate amendment to the Interlocal Agreement will be prepared and executed and ordinances adopting the amendment will also be prepared and enacted. In the event the County desires to terminate its participation in this Agreement, the Parties will in good faith, negotiate a termination agreement rescinding this Interlocal Agreement and adopt appropriate ordinances to effect the termination.

## ARTICLE 7            MISCELLANEOUS

7.1 This Agreement may be executed in counterparts.

7.2 If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

7.3 No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

7.4 This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. None of the Parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other Parties.

7.5 This Agreement along with the Comprehensive Interlocal Agreement, (including all Exhibits attached hereto and thereto) constitute the entire agreement and understanding regarding animal services and animal control consolidation between the

Parties. This Interlocal Agreement may not be modified except by a written amendment signed by all the Parties and adopted by ordinance of all the Parties.

7.6 The Parties and their professional advisors have prepared this Agreement jointly. The Parties and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor or against any Party.

7.7 The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

7.8 Any notice or other communication required or permitted to be given under this agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. All Notices shall be deemed received upon actual receipt. Notices shall be directed to the chief executive at their respective addresses.

7.9 The article and section headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the articles and sections to which they pertain.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

WASHOE COUNTY

By: David E. Humke  
David E. Humke  
Chairman, Board of Commissioners

ATTEST:  
Amy Harvey  
County Clerk

Dated this 10<sup>th</sup> day of June, 2003.

Approved as to form:

By: Madelyn Shipman  
District Attorney

CITY OF RENO

ATTEST:

By: \_\_\_\_\_  
Robert A. Cashell, Sr.  
Mayor

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

Approved as to form:

By: \_\_\_\_\_  
City Attorney

CITY OF SPARKS

ATTEST:

By: \_\_\_\_\_  
Tony Armstrong  
Mayor

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

Approved as to form:

By: \_\_\_\_\_  
City Attorney