

AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND THE DIVISION OF PUBLIC HEALTH, DEPARTMENT OF HEALTH & SOCIAL SERVICES, STATE OF DELAWARE TO ENFORCE DELAWARE DOG CONTROL AND DANGEROUS DOG STATUTES

#0422

Sponsor:

**Council
Member
White**

**Co-Sponsor:
Council
Member
Bracy**

WHEREAS, pursuant to City Charter § 2-308 and § 8-200, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, In 2016, the Department of Health and Social Services, Division of Public Health, Office of Animal Welfare (OAW) assumed enforcement responsibilities for animal control, dangerous dogs, rabies control, and animal cruelty as provided in 16 Del. C. § 3031F. Delaware Animal Services (DAS) is the enforcement unit of the Office of Animal Welfare. Staffed by certified animal welfare officers in each county, the primary goals of DAS are to protect animals and enhance public safety. DAS takes all animals its officers pick up to the state's contracted shelter vendor for care, safe holding, and final disposition; and

WHEREAS, the City desires to enter into a multi-year Memorandum of Understanding with The State of Delaware Division Of Public Health, Department Of Health & Social Services, Office of Animal Welfare ("OAW") to enforce Delaware dog control and dangerous dog statutes (the "MOU"), a copy of which is attached in substantial form hereto and incorporated by reference herein as "Exhibit A"; and

WHEREAS, OAW will provide services related to animal welfare and control as outlined in the Scope of Services section of the MOU including responding to calls regarding stray and aggressive dogs, animal welfare, and rabies control; and

WHEREAS, the term of the MOU is for a period of three (3) years beginning on July 1, 2024 and automatically renewing each year until June 30, 2027 at an estimated total cost of

nine-hundred and four thousand one-hundred sixty six dollars and sixteen cents. (\$904,166.16); and

WHEREAS, this MOU may be terminated by either party thirty (30) calendar days written notice, with or without cause, by either party.; and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The MOU between the City and The State of Delaware Division Of Public Health, Department Of Health & Social Services, Office of Animal Welfare, a copy of which is attached in substantial form hereto as “Exhibit A,” for the term of three (3) years from the date of its commencement at an estimated total cost of nine-hundred and four thousand one-hundred sixty six dollars and sixteen cents. (\$904,166.16), is hereby approved and the Mayor, or his designee, is hereby authorized to execute as many copies of the Agreement, as well as to take all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading.....May 2, 2024
Second Reading.....May 2, 2024
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2024.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of an MOU between the City of Wilmington and The State of Delaware Division Of Public Health, Department Of Health & Social Services, Office of Animal Welfare. The Office of Animal Welfare will provide animal control services throughout the City. These services will be provided over a three (3) year period for a total cost of \$904,166.16.

FISCAL IMPACT STATEMENT: This Ordinance has an anticipated fiscal impact of \$904,166.16 over a three (3) year period.

EXHIBIT A



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**MEMORANDUM OF UNDERSTANDING # 24-354
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DEPARTMENT OF HEALTH & SOCIAL SERVICES,
STATE OF DELAWARE
AND
CITY OF WILMINGTON
TO
ENFORCE DELAWARE DOG CONTROL AND DANGEROUS DOG STATUTES**

This Agreement is entered into between Delaware Department of Health and Social Services, Division of Public Health (DPH), and City of Wilmington (City).

I. AUTHORITY/RESPONSIBILITIES OF OFFICE OF ANIMAL WELFARE

In 2016, the Department of Health and Social Services, Division of Public Health, Office of Animal Welfare (OAW) assumed enforcement responsibilities for animal control, dangerous dogs, rabies control, and animal cruelty as provided in 16 Del. C. § 3031F. Delaware Animal Services (DAS) is the enforcement unit of the Office of Animal Welfare. Staffed by certified animal welfare officers in each county, the primary goals of DAS are to protect animals and enhance public safety. DAS takes all animals its officers pick up to the state's contracted shelter vendor for care, safe holding, and final disposition.

II. THE ROLE OF OFFICE OF ANIMAL WELFARE TO ENFORCE DOG CONTROL

A. OAW receives reports in the following manner:

1. By telephone: (302) 255-4646
2. In person: During field patrol
3. In writing: Via website <https://animalservices.delaware.gov> or mail to Office of Animal Welfare, H-166 Carvel Building, 1901 N. Du Pont Hwy, New Castle, DE 19720

B. Scope of services provided by the OAW:

1. DAS will receive calls 24 hours a day, 7 days a week from City of Wilmington residents. For assistance, residents may call 302-255-4646 or file a non-emergency complaint at <https://animalservices.delaware.gov>.
2. DAS officers are on duty from 9:00 AM to 9:00 PM Monday-Friday and 10:00 AM – 6:00 PM on weekends. On-call emergency services are provided after-hours. Operating hours may be adjusted seasonally to best accommodate call demand.

3. DAS will respond to calls regarding stray or aggressive dogs, dogs at large, and dog housing and welfare concerns as outlined in 16 *Del. C.* §§ 3041F-3048F. In addition, DAS will also respond to calls regarding seriously injured or endangered stray cats and investigate reports of animal cruelty.
4. DAS enforces rabies control laws and investigates all cases of human rabies exposures as directed by the Division of Public Health Epidemiology team to ensure animals are properly quarantined.
5. DAS will facilitate dog licensing and conduct kennel and retail dog outlet inspections and licensing.
6. DAS will provide resources and education to City of Wilmington residents for animal related concerns and questions.
7. OAW's contracted state animal shelter vendors will receive all stray, dangerous, injured, abused, and quarantined animals that are picked up or seized by the state. The shelter will provide proper housing, care and medical attention, as well as robust pet/owner reunification and adoption programs.
8. All stray animals will be taken to the shelter facility in the county where found and will be posted immediately to the State's online lost & found pet registry (<https://animalservices.delaware.gov>) to make it easier for pet owners to find and reclaim lost pets.

III. OAW PROCEDURES FOR REPORTING TO THE CITY

- A. OAW will submit quarterly reports to the City containing the following information:
 1. Number and type of calls for service received
 2. Animal sheltering statistics

IV. CITY RESPONSIBILITY TO OAW

- A. City of Wilmington is to submit payment to the Office of Animal Welfare for dog control and dangerous dog law enforcement services to city residents, per the Delaware State Budget, and enter into a three-year MOU. The cost to the City for animal control services is \$292,525.08 for FY25. This amount reflects the fair pricing structure agreed upon in 2023, based on a per capita rate.
- B. The City will submit payment to the Office of Animal Welfare at the beginning of each month in the amount \$24,377.09.
- C. The cost for FY26 increases 3% for services to \$301,301.04. The City will submit payment each month in the amount of \$25,108.42.
- D. And FY27 increases 3% for services to \$310,340.04. The City will submit payment each month in the amount of \$25,861.67.

V. ADMINISTRATIVE REQUIREMENTS

- A. The Agreement shall commence on July 1, 2024 and terminate on June 30, 2027 unless specifically extended by an amendment signed by all parties to the MOU or terminated as referenced in Section V.B. of this Agreement.
- B. This Agreement may be terminated in whole or part upon thirty (30) calendar days written notice, with or without cause, by either the City or the DPH to the other party.

- C. This Agreement shall not be altered, changed, modified, or amended except by written consent of both parties to the Agreement.
- D. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Agreement, the remainder of the Agreement will remain unaffected.
- E. The City agrees that no information obtained pursuant to this Agreement may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the City's obligations under this Agreement.
- F. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the DPH and attached to the original Agreement.
- G. Nothing in this agreement shall be deemed a waiver of the doctrine of sovereign immunity on the part of the State of Delaware.
- H. The City agrees to save and hold harmless the Division from any liability which may arise as a result of the City's negligent performance, or and/or the negligent performance of the City's employees, under this agreement.

Remainder of page intentionally left blank.
Signatures follow.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

City of Wilmington

Division of Public Health

Signature

Steven Blessing
DPH Director

Tanya L. Washington
Printed Name

Date

Chief of Staff
Title

Department of Health and Social Services

Date

Dava Newnam
Deputy Cabinet Secretary

Date

Josette D. Manning, Esq.

Date

___ ARPA

___ IRM

___ Training

___ CM&P

___ Division