The Board considered Dog Control Contracts between Island County and Carol Barnes for Animal Control Services on Whidbey Island; and NOAH for Animal Control Services on Camano Island. Noted for the record was receipt of a Memorandum from the Prosecuting Attorney dealing with the issue of citation authority under the proposed animal control contracts.

Commissioner Colby recalled last time dealing with the two contracts he asked the NOAH contract be removed from consideration because of negotiations which were underway; negotiations completed and contractural language developed before the Board for consideration.

Chairman Caldwell outlined some of the major areas still under question by the County:

1. Suggestion to include in both contracts a paragraph to allow County access to financial records;

2. Discussion at the negotiation session on Camano regarding patrolling;

3. Language satisfying County Treasurer for cash handling and submission of receipts;

4. Fundamental change in the contract relating to fees, from 80% to 100% as the contractor's share of boarding fees.

5. Statement in contract contrary to County policy that would appear to allow contractors to waive any collected fees (not appropriate for public service contract)

6. Deletion of any regular hours - not acceptable for public service contract.

Commissioner Colby commented that NOAH felt it vital to be open on weekends - need flexibility; actually plan to be open 7 days a week. With regard to the question of 80% of the boarding fees, this was discussed and predicated on raising the boarding fees. Present contract provides that NOAH collects 100% of the boarding fees and therefore would seem inappropriate to go back on that when the County is asking them to take on considerably greater responsibility in this area.

The Chair felt if the current schedule for boarding fees is inadequate fees should be addressed. He did not feel 100% was wrong, but that it differed from that initially discussed, and felt a change would cause the matter to be revisited on the entire financial implication of contracting out.

Commissioner Colby asked the Board to look again at the fee structure addressing boarding fees at $3.00/day proposing to raise that to $5.00/day.

Commissioner Koetje favored the entire proposal for fee changes previously before the Board but not adopted.

Sandy Hageleen, NOAH, discussed a number of changes in the language from that discussed during negotiation session March 14. With regard to Commissioner Caldwell's proposed changes to the contract, Ms. Hageleen requested clarification under #5, open hours per week in regard to "will be on duty".

The Chair's concern was with the need to have <u>regular hours</u> mutually agreeable and posted.

Consensus: Use Item #5 as contained in the original proposal and incorporate language to state: "NOAH will have the shelter open for public business 4 hours per day five days per week during hours and days to be posted and mutually agreeable" then continuing: "NOAH

personnel will be available a minimum of 40 hours/week on call via beeper to respond to emergency calls from the Sheriff's Department".

In discussion of the term "patrol" in relationship to the contract, Commissioner Colby felt that some patrolling would be accomplished and felt "will respond to" or "will patrol" could be used interchangeable.

Stan Eelkema, Undersheriff, defined "patrol" as actively going out driving around neighborhoods and attempting to enforce the code on licensing.

Mr. Thiele agreed with the context of "patrol" as defined by Mr. Eelkema, noting that during negotiations on Camano the parties agreed to language: "NOAH will respond to and investigate complaints of violation".

Ms. Hageleen disagreed that the term "patrol" within the dog control contract was the same as Mr. Eelkema defined for law enforcement. She agreed with leaving "patrol" in the contract as long as it be understood that it is "voluntary patrol".

For the sake of clarity, Mr. Thiele stated the word "patrol" alone has the meaning as stated by Mr. Eelkema, that being to go out in an organized fashion driving around looking for violations separate and apart from merely driving to and from the site of specific complaints. He suggested language such as: "NOAH will respond to and in investigate complaints of violation, and in addition, through its volunteers, will voluntarily patrol Camano Island for violations".

Ms. Hageleen agreed with the language proposed by Mr. Thiele or leaving Item #7 as is. She has some question whether NOAH could legally investigate under RCW 16.52 without being appointed by the Court, noting they are in support of all animals and not just dogs.

Commissioner Koetje sees that accomplished with the assistance of the Sheriff's Office. The Chair acknowledged that both contracts contained standard language that the contractor may issue notices "on a form acceptable to the County"; therefore if the contractors are willing to consider general cruelty to animals the situation is covered.

Ms. Barnes stated she had no problem with that.

With regard it Item #10 of the contract, Ms. Hageleen stated that March 14 it was agreed that NOAH would keep 100% of all impound, boarding, adoption, and veterinarian expense fees, including that NOAH could waive collection of any fee when NOAH was entitled to keep 100% of the fee. NOAH has some problem with the 80/20% split now proposed, noting as one example, that veterinarian fees are dollars NOAH pays out 100%. Under existing contract, NOAH retains all board fees since board fees are a direct expense for which they pay 100%. They only charge board fees to those who are picking up their own dogs and do not charge a board fee to adoptive families.

The Chairman confirmed it was the County's intent to include that kind of fee if not a County-set fee. He explained his concern that those fees are established by Board action and as such there must be a complete accounting as public monies. Any amount of money collected under a County ordinance is public money. If a fee is set by statute or ordinance it is a county fee and all public monies must come through the Treasurer, and was inclined to think perhaps that the board fees should simply not be addressed in the ordinance other than to say the contractor may establish appropriate boarding fees.

Ms. Barnes reported that the impound fee charged is $12.00 plus $3 per day for boarding. About one out of five dogs is redeemed by the owner. A board fee is charged when a dog is surrendered by an owner. It is not a big dollar item.