

NORTH CAROLINA
GUILFORD COUNTY

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF OAK RIDGE AND THE COUNTY OF GUILFORD
FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES**

This is an Interlocal cooperation agreement made and entered into this the 22nd day of June, 2021, by and between the Town of Oak Ridge, a municipal corporation in the State of North Carolina (hereinafter called the "TOWN"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY").

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY, the CITY and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, on July 1, 2000, the TOWN and the COUNTY entered into an agreement (Guilford County Contract No. 89754-01/99-187, Amendment No. 2), whereby the parties agreed to the contractual arrangement of animal control services within the town, and the COUNTY agreed to provide animal shelter services to the TOWN at its animal shelter; and

WHEREAS, on July 1, 2011, the TOWN and COUNTY entered into an agreement (Guilford County Contract No. 87954-04/11-016) agreeing that it was in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

WHEREAS, the TOWN and COUNTY agree that continued cooperation will result in more efficient administration and delivery of animal control services, and that as a result the public interest will be better served by this agreement, as amended; and

WHEREAS, it is now desirable and in the mutual best interest of the TOWN and the COUNTY that both parties enter into an amendment for the provision of animal control services and the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for three (3) years, from July 1, 2021 to June 30, 2024, unless terminated pursuant to the terms herein.
2. Animal Shelter. The TOWN and COUNTY agree that the COUNTY will maintain full financial responsibility for the operation of the Guilford County Animal Shelter. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter.
3. Annual Payment to COUNTY. For fiscal year 2021-2022, the TOWN will fund the provision of animal control services in the amount of **\$21,513.00**. The COUNTY acknowledges that the TOWN may decide in the future to handle its own animal control functions. The annual payment is subject to future budget appropriations. Payments will be made quarterly beginning July 1, 2021. The COUNTY agrees to invoice the TOWN for payment on a quarterly basis. For future fiscal years during the term of this agreement the TOWN'S payment shall be based on a formula which calculates the population of the TOWN (as determined by the most recent certified Census data obtained from the State Demographics branch of the North Carolina Office of State Budget and Management) multiplied by the net per capita of the COUNTY's annual animal control net budget (budget less non-municipal fees divided by county population).
4. Animal Control.
 - a. The COUNTY agrees to enforce its animal control laws and ordinances of the COUNTY and TOWN within the corporate limits of the TOWN of Oak Ridge.
 - b. The COUNTY agrees to humanely secure and protect animals found in violation of current animal control laws and to make every effort to safely return those animals to their owners.
 - c. The COUNTY agrees to promote responsible pet ownership through education, assistance and effective enforcement, thereby decreasing the number of euthanized animals and violations committed.
 - d. The COUNTY agrees to provide quality animal control service to the citizens of the TOWN of Oak Ridge and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.
 - e. The COUNTY agrees to provide adequate animal control positions for service delivery within the TOWN of Oak Ridge limits.
 - f. The COUNTY agrees to operate animal control services within the corporate limits of the TOWN from 8:00 A.M. to 5:00 P.M., Monday through Saturday. The COUNTY agrees to maintain adequate twenty-four (24) hour emergency services. The COUNTY agrees to establish protocol with law enforcement agencies for after hours use of animal control services.

5. Reporting. The COUNTY agrees to make available to the TOWN the following data on at least a quarterly basis:
 - a. A report on the number of calls requesting animal control services within the TOWN limits each month. Further information regarding specific instances can be provided, upon request.
 - b. The annual proposed and adopted COUNTY budget for animal control services.
 - c. The COUNTY and TOWN population numbers as determined by obtaining the most recent **certified** Census data from the State Demographics Branch of the North Carolina Office of State Budget and Management.
6. Employees and Equipment. The TOWN and COUNTY agree that any employees or equipment transferred to the COUNTY under a prior agreement for animal control services are under the exclusive authority and ownership of the COUNTY. The COUNTY has the exclusive authority to appoint, remove and otherwise deal with any employees performing work under this agreement. The COUNTY'S employees acting pursuant to this agreement and within the scope of their authority or the course of their employment shall enjoy the jurisdiction, authority, rights, privileges and immunities including coverage under the workers' compensation laws which the officers, agents and employees of Guilford County enjoys within the COUNTY.
7. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its animal control services and its operation of the animal shelter. The COUNTY agrees that the TOWN shall have no responsibility or liability regarding any such claims.
8. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
9. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of the TOWN and COUNTY as expressed in writing.
10. Prior Agreements. All other provisions of the initial Contract, as amended, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.
11. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.
12. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, and both PARTIES agree to comply with all applicable laws.

GUILFORD COUNTY CONTRACT NO. 87954-04/11-016, AMENDMENT 1
TOWN OF OAK RIDGE

Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement, as amended, in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____
Clerk to Board

By: _____
County Manager

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By: _____
County Finance Director

ATTEST:

THE TOWN OF OAK RIDGE

By: _____
Town Clerk

By: _____
Town Manager

APPROVED AS TO FORM
LEGAL SUFFICIENCY

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By: _____
Town Attorney

By: _____
Town Finance Officer