

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF GREENSBORO AND THE COUNTY OF GUILFORD
FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT ("Interlocal Agreement" or "Agreement") made this the ____ day of _____, 2017, and effective as of the 1st day of July, 2017, by and between the **CITY OF GREENSBORO**, a municipal corporation in the State of North Carolina ("CITY"), and **GUILFORD COUNTY**, North Carolina, a body politic and corporate ("COUNTY"), collectively referred to as the "Parties."

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 February 20, 1995, the CITY and the COUNTY entered into an agreement (Guilford County Contract No. 36460-02/95-178), and amended it on July 1, 2001, whereby the parties agreed to the contractual arrangement of animal control services in Guilford COUNTY; and

WHEREAS, the CITY and COUNTY agreed that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

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

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into an agreement for the provision of animal control services 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 five (5) years, from July 1, 2017 to June 30, 2022, unless terminated pursuant to the terms herein.

2. Animal Shelter. The COUNTY acknowledges that the CITY continues to own a three-eighths (3/8) undivided ownership interest of a portion of the Guilford County Animal Shelter property consisting of a certain tract containing 2.24 acres and further described in the Deed found in Deed Book 1925 Page 541 of the Guilford County Registry and located at the rear of 4525 West Wendover Avenue, Greensboro, North Carolina.
3. Annual Payment to COUNTY. For the fiscal year 2017-2018, the CITY will fund the provision of animal control services in the amount of \$581,077. For the fiscal year 2018-2019, the CITY will fund the provision of animal control services in the amount of \$635,117. For the fiscal year 2019-2020, the CITY will fund the provision of animal control services in the amount of \$694,183. For the fiscal year 2020-2021, the CITY will fund the provision of animal control services in the amount of \$758,520. Beginning in fiscal year 2021-2022 the CITY'S payment shall be the percentage of the annual net budget for animal control services equal to the percentage of the calls for service from within the CITY'S limits. This percentage shall be updated annually based on the previous calendar year's call data and through methodology agreed to by CITY and COUNTY staffs, such methodology shall be incorporated by reference herein as "Exhibit A". The annual net budget calculations shall include direct animal control expenditures, excluding any debt service for related animal control facilities, minus revenues from immunizations, citations, and miscellaneous revenues. Payments will be made quarterly beginning September 1, 2017. The annual payment is subject to future budget appropriations. The COUNTY acknowledges that the CITY may decide in the future to handle its own animal control functions. The COUNTY agrees to invoice the CITY for payment on a quarterly basis.
4. Animal Control.
 - a. The COUNTY agrees to enforce its animal control laws within the corporate limits of the CITY of Greensboro.
 - 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 CITY of Greensboro and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.
 - e. The COUNTY agrees to provide an average of five (5) animal control positions during weekdays and one animal control position on weekends for service delivery within the corporate limits of the CITY of Greensboro.
 - f. The COUNTY agrees to operate animal control services within the corporate limits of the CITY from 8:00 A.M. to 5:00 P.M., Monday through Friday. 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 CITY the following data on at least a quarterly basis:

- a. Total number of injured or vicious animal complaints received from within the corporate limits of the CITY and the number responded to within one hour of the call; and
 - b. Total number of requests for service within the corporate limits of the CITY and the number responded to within same day of request; and
 - c. Total number of weekend requests for service and the number responded to within twenty-four (24) hours of the request; and
 - d. Total number of bites reported within the corporate limits of the CITY.
6. Employees and Equipment. The CITY 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 enjoy 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 CITY 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. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County County Manager P.O. Box 3427 Greensboro, NC 27402	City of Greensboro City Manager P.O. Box 3136 Greensboro, NC 27402
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 9. Entire Agreement. This Interlocal Agreement contains the entire agreement regarding the matters set forth herein. This Interlocal Agreement shall not be modified or amended except by an instrument in writing signed by an authorized representative of the parties herein.
 10. Prior Agreements. This Agreement cancels, revokes and supersedes all prior agreements written or oral between the parties concerning animal control services.
 11. Comprehension of Documents. In entering this Agreement, the parties herein represent that each has chosen to either enter this Agreement in full comprehension of the terms herein and their implications, or each has voluntarily chosen to do so in disregard of any risk of failure to comprehend the terms and conditions of this Agreement.
 12. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, which the parties agree shall be the sole and exclusive

jurisdiction for any suit or cause of action based upon or arising out of this Agreement. The parties further agree that the venue for any suit or cause of action based upon or arising out of this Agreement shall be Guilford County, North Carolina.

13. Additional Documents. The parties agree to cooperate fully with the other and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to fully effect and give force to the terms and intent of this Agreement.
14. Severability. If, after the date hereof, any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remaining provisions of this agreement shall be fully enforceable.
15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.
16. Iran Divestment Act Certification. As of the date of this Agreement, the Parties certify that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Parties will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Parties certify that they are authorized by the Parties to make this certification.
17. E-Verify. The Parties certify that they currently comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, they will continue to comply with these requirements. The Parties also certify that they will require that all of their subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

SEE NEXT PAGE FOR SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement 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:

THE CITY OF GREENSBORO

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

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

By: _____
City Attorney

By: _____
City Finance Officer

ATTEST:

GUILFORD COUNTY

By: _____
Clerk to Board

By: _____
Chairman

APPROVED AS TO FORM

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

By: _____
County Representative

By: _____
County Finance Director

Exhibit A

Payment under the Agreement beginning in fiscal year 2021-2022 shall be calculated as follows:

Determine the percentage of calls for animal control services within the CITY limits for the preceding calendar year based on criteria and methodology agreed upon by CITY and COUNTY staffs. Multiply that figure by the adopted net budget for animal control services. See the example below for further explanation.

Percentage of calls for service within Greensboro city limits:

Total calls for animal control services within Greensboro		7,500
Total calls for animal control services within Guilford County	÷	<u>15,000</u>
Percentage of calls for services within Greensboro	=	50%

Annual net budget for animal control services:

Total budgeted expenditures related to animal control services		\$1,200,000
Minus total budgeted revenues related to animal control services	-	<u>\$200,000</u>
Total net budget	=	\$1,000,000

Total payment due from CITY to COUNTY for animal control services:

Percentage of calls for services within Greensboro		50%
Multiplied by the total net adopted budget	×	<u>\$1,000,000</u>
Total payment due	=	\$500,000