

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER SERVICES BY GUILFORD COUNTY TO THE TOWN OF GIBSONVILLE.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the Town of Gibsonville wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter services to the Town of Gibsonville, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Gibsonville does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the Town of Gibsonville. The Gibsonville Town Manager or an Assistant Town Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER AND ANIMAL CONTROL SERVICES BY GUILFORD COUNTY TO THE CITY OF GREENSBORO.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, N.C. General Statute § 153A-122, “Territorial jurisdiction of county ordinances,” holds that county ordinances do not apply within cities unless the city, by resolution, permits the county ordinance to apply within the city; and

WHEREAS, the City of Greensboro wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter and/or control services to the City of Greensboro, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Greensboro does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the City of Greensboro. The Greensboro City Manager or an Assistant City Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

BE IT FURTHER RESOLVED that Guilford County Code, Chapter 5, “Animals,” shall be effective within the City of Greensboro upon passage of this Resolution and execution of the attached Interlocal Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER SERVICES BY GUILFORD COUNTY TO THE CITY OF HIGH POINT.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the City of High Point wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter services to the City of High Point, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of High Point does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the City of High Point. The High Point City Manager or an Assistant City Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER AND ANIMAL CONTROL SERVICES BY GUILFORD COUNTY TO THE TOWN OF OAK RIDGE.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, N.C. General Statute § 153A-122, “Territorial jurisdiction of county ordinances,” holds that county ordinances do not apply within towns unless the town, by resolution, permits the county ordinance to apply within the town; and

WHEREAS, the Town of Oak Ridge wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter and/or control services to the Town of Oak Ridge, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Oak Ridge does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the Town of Oak Ridge. The Oak Ridge Town Manager or an Assistant Town Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

BE IT FURTHER RESOLVED that Guilford County Code, Chapter 5, “Animals,” shall be effective within the Town of Oak Ridge upon passage of this Resolution and execution of the attached Interlocal Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER AND ANIMAL CONTROL SERVICES BY GUILFORD COUNTY TO THE TOWN OF PLEASANT GARDEN.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, N.C. General Statute § 153A-122, “Territorial jurisdiction of county ordinances,” holds that county ordinances do not apply within towns unless the town, by resolution, permits the county ordinance to apply within the town; and

WHEREAS, the Town of Pleasant Garden wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter and/or control services to the Town of Pleasant Garden, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Pleasant Garden does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the Town of Pleasant Garden. The Pleasant Garden Town Manager or an Assistant Town Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

BE IT FURTHER RESOLVED that Guilford County Code, Chapter 5, “Animals,” shall be effective within the Town of Pleasant Garden upon passage of this Resolution and execution of the attached Interlocal Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER AND ANIMAL CONTROL SERVICES BY GUILFORD COUNTY TO THE TOWN OF SEDALIA.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, N.C. General Statute § 153A-122, “Territorial jurisdiction of county ordinances,” holds that county ordinances do not apply within towns unless the town, by resolution, permits the county ordinance to apply within the town; and

WHEREAS, the Town of Sedalia wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter and/or control services to the Town of Sedalia, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Sedalia does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the Town of Sedalia. The Sedalia Town Manager or an Assistant Town Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

BE IT FURTHER RESOLVED that Guilford County Code, Chapter 5, “Animals,” shall be effective within the Town of Sedalia upon passage of this Resolution and execution of the attached Interlocal Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER AND ANIMAL CONTROL SERVICES BY GUILFORD COUNTY TO THE TOWN OF STOKESDALE.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, N.C. General Statute § 153A-122, “Territorial jurisdiction of county ordinances,” holds that county ordinances do not apply within towns unless the town, by resolution, permits the county ordinance to apply within the town; and

WHEREAS, the Town of Stokesdale wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter and/or control services to the Town of Stokesdale, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Stokesdale does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the Town of Stokesdale. The Stokesdale Town Manager or an Assistant Town Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

BE IT FURTHER RESOLVED that Guilford County Code, Chapter 5, “Animals,” shall be effective within the Town of Stokesdale upon passage of this Resolution and execution of the attached Interlocal Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER AND ANIMAL CONTROL SERVICES BY GUILFORD COUNTY TO THE TOWN OF SUMMERFIELD.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, N.C. General Statute § 153A-122, “Territorial jurisdiction of county ordinances,” holds that county ordinances do not apply within towns unless the town, by resolution, permits the county ordinance to apply within the town; and

WHEREAS, the Town of Summerfield wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter and/or control services to the Town of Summerfield, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Summerfield does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the Town of Summerfield. The Summerfield Town Manager or an Assistant Town Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

BE IT FURTHER RESOLVED that Guilford County Code, Chapter 5, “Animals,” shall be effective within the Town of Summerfield upon passage of this Resolution and execution of the attached Interlocal Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER AND ANIMAL CONTROL SERVICES BY GUILFORD COUNTY TO THE TOWN OF WHITSETT.

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, N.C. General Statute § 153A-122, “Territorial jurisdiction of county ordinances,” holds that county ordinances do not apply within towns unless the town, by resolution, permits the county ordinance to apply within the town; and

WHEREAS, the Town of Whitsett wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter and/or control services to the Town of Whitsett, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Whitsett does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the Town of Whitsett. The Whitsett Town Manager or an Assistant Town Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

BE IT FURTHER RESOLVED that Guilford County Code, Chapter 5, “Animals,” shall be effective within the Town of Whitsett upon passage of this Resolution and execution of the attached Interlocal Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2024.

NORTH CAROLINA  
GUILFORD COUNTY

**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 made and entered into this the 1<sup>st</sup> day of July, 2024, by and between City of Greensboro, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), and 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, the CITY and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter, as initially agreed to on June 8, 2011 (Guilford County Contract No. 36460-04/11-178); and,

WHEREAS, the CITY and COUNTY believe 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 CITY and the COUNTY that both parties enter into a new agreement 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 two (2) years, from July 1, 2024 to June 30, 2026, unless terminated pursuant to the terms herein.
2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will maintain full financial responsibility for the operation of the Guilford County Animal Shelter, located at 980 Guilford College Road, Greensboro, North Carolina. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a three-eighths (3/8) undivided ownership interest in one of the tracts comprising the former Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina.
3. Annual Payment to COUNTY. For the services provided under this Agreement, CITY shall pay 50% of COUNTY's actual expenses for Animal Control services (within the meaning of Animal Control services under COUNTY's budget framework). Payments shall be due quarterly within thirty (30) days of invoice, which invoices shall follow the close of the July – September, October – December, January – March, and April – June quarters each year during which this agreement is in effect. Invoices shall be based on actual expenses incurred during the previous quarter. For informational purposes, for fiscal year 2024-2025 services, the CITY's estimated expense under this agreement is approximately **\$875,000.00**. Subject to this Agreement's provisions regarding termination, the COUNTY acknowledges that the CITY may decide in the future to handle its own animal control functions.
4. Resolution. In approving this Interlocal Agreement, the CITY also adopts the Resolution attached as Exhibit A.
5. Animal Control.
  - a. The COUNTY agrees to enforce the animal control laws and ordinances of CITY and COUNTY 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 adequate animal control positions 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 6:00 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.

6. 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.
7. 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.
8. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement in accordance with COUNTY policies and resolutions concerning defense of employees. 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. Nothing in this agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to such claims, all of which are reserved.
9. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
10. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.
11. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the CITY and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
12. 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.
13. 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. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services Director

ATTEST:

THE CITY OF GREENSBORO

By: \_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_  
City Finance Director

NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD FOR  
THE PROVISION OF ANIMAL SHELTERING**

This is an Interlocal cooperation agreement made and entered into this the 1<sup>st</sup> day of July, 2024, by and between the City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "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 of Greensboro and the CITY to jointly construct and operate an animal shelter; and

WHEREAS, the CITY and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on June 1, 2011 (Guilford County Contract No. 42120-03/11-174); and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into a new agreement for 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 one (1) year, from July 1, 2024 to June 30, 2025, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will maintain full financial responsibility for the operation of the Guilford County Animal Shelter, located at 980 Guilford College Road, Greensboro, North Carolina. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighths (1/8) undivided ownership interest in one of the tracts comprising the former Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina. The COUNTY agrees to continue to provide animal shelter services to the CITY at no charge.
3. Animal Control. The CITY agrees to continue to enforce its own animal control laws and provide its own animal control services within the corporate limits to citizens of the CITY of High Point and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.
4. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement in accordance with COUNTY policies and resolutions concerning defense of employees. The COUNTY shall handle all claims arising out of its operation of the animal shelter, and CITY shall have no responsibility or liability regarding any such claims, except that any claims arising directly or indirectly out of CITY's actual or alleged actions outside of its legal authority in causing an animal to come into COUNTY's possession shall be the sole responsibility of CITY and, to the extent permitted by law, CITY shall indemnify COUNTY with respect to such claims (including attorney's fees and other costs of defense thereto). Nothing in this agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to claims against them, all of which are reserved.
5. Disposition of Animals. The Parties agree that COUNTY's ordinances, procedures, policies, and fees shall apply to the disposition of animals received by COUNTY pursuant to this Agreement.
6. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.
7. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the CITY and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
8. 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.
9. 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. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services Director

ATTEST:

THE CITY OF HIGH POINT

By: \_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_  
City Finance Officer

NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF GIBSONVILLE 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 1<sup>st</sup> day of July, 2024, by and between the Town of Gibsonville, 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 of Greensboro and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, the TOWN and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on June 20, 2011 (Guilford County Contract No. 89760-04/11-009); and

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

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the TOWN and the COUNTY that both parties enter into a new agreement for the provision of animal shelter 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 one (1) year, from July 1, 2024 to June 30, 2025, 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, located at 980 Guilford College Road, Greensboro, North Carolina. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY agrees to continue to provide animal shelter services to the TOWN at no charge, which shall include, but not limited to, the collection of animals from the Town of Gibsonville's kennel.
3. Animal Control. **The TOWN agrees to continue to enforce its own animal control laws and provide its own animal control services within the corporate limits to citizens of the TOWN of Gibsonville and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.**
4. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement in accordance with COUNTY policies and resolutions concerning defense of employees. The COUNTY shall handle all claims arising out of its operation of the animal shelter, and TOWN shall have no responsibility or liability regarding any such claims, except that any claims arising directly or indirectly out of TOWN's alleged or actual actions outside of its legal authority in causing an animal to come into COUNTY's possession shall be the sole responsibility of TOWN and, to the extent permitted by law, TOWN shall indemnify COUNTY with respect to such claims (including attorney's fees and other costs of defense thereto). Nothing in this agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to claims against them, all of which are reserved.
5. Disposition of Animals. The Parties agree that COUNTY's ordinances, procedures, policies, and fees shall apply to the disposition of animals received by COUNTY pursuant to this Agreement.
6. 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.
7. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the TOWN and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
8. 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.
9. 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.

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

10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services Director

ATTEST:

THE TOWN OF GIBSONVILLE

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

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 1<sup>st</sup> day of July, 2024, 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 of Greensboro, and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, the TOWN and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on July 1, 2011 (Guilford County Contract No. 87954-04/11-016); 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 a new agreement 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 two (2) years, from July 1, 2024 to June 30, 2026, 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, located at 980 Guilford College Road, Greensboro, North Carolina. 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 2024-2025, the TOWN will fund the provision of animal control services based on 1.5% of COUNTY's actual expenses for Animal Control services (within the meaning of Animal Control services under COUNTY's budget framework. Subject to this Agreement's provisions regarding termination, 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 shall be due quarterly within thirty (30) days of invoice, which invoices shall follow the close of the July – September, October – December, January – March, and April – June quarters each year during which this agreement is in effect. Annual true-ups may be necessary in the following year if major mid-year action is required to enhance services. Invoices shall be based on actual expenses incurred during the previous quarter. For informational purposes, for fiscal year 2024-2025 services, the TOWN's estimated expense under this agreement is approximately **\$25,459.00**.
4. Resolution. In approving this Interlocal Agreement, the TOWN also adopts the Resolution attached as Exhibit A.
5. Animal Control.
  - a. The COUNTY agrees to enforce the 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.

6. 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.
7. 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 enjoy within the COUNTY.
8. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement in accordance with COUNTY policies and resolutions concerning defense of employees. 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. Nothing in this agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to such claims, all of which are reserved.
9. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
10. 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.
11. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the TOWN and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
12. 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.

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

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services 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

NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PLEASANT GARDEN  
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 1<sup>st</sup> day of July, 2024, by and between the Town of Pleasant Garden, 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"), and 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 of Greensboro and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, the TOWN and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on June 2, 2011(Guilford County Contract No. 87956-04/11-019); 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 a new agreement 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 two (2) years, from July 1, 2024 to June 30, 2026, 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, located at 980 Guilford College Road, Greensboro, North Carolina. 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 2024-2025, the TOWN will fund the provision of animal control services based on 0.9% of COUNTY's actual expenses for Animal Control services (within the meaning of Animal Control services under COUNTY's budget framework. Subject to this Agreement's provisions regarding termination, 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 shall be due quarterly within thirty (30) days of invoice, which invoices shall follow the close of the July – September, October – December, January – March, and April – June quarters each year during which this agreement is in effect. Annual true-ups may be necessary in the following year if major mid-year action is required to enhance services. Invoices shall be based on actual expenses incurred during the previous quarter. For informational purposes, for fiscal year 2024-2025 services, the TOWN's estimated expense under this agreement is approximately **\$16,088.00**.
4. Resolution. In approving this Interlocal Agreement, the TOWN also adopts the Resolution attached as Exhibit A.
5. Animal Control.
  - a. The COUNTY agrees to enforce the animal control laws and ordinances of the COUNTY and TOWN within the corporate limits of the TOWN of Pleasant Garden.
  - 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 Pleasant Garden 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 Pleasant Garden 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.

6. 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.
7. 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 enjoy within the COUNTY.
8. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement in accordance with COUNTY policies and resolutions concerning defense of employees. 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. Nothing in this Agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to such claims, all of which are reserved.
9. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
10. 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.
11. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the TOWN and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
12. 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.

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

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services Director

ATTEST:

THE TOWN OF PLEASANT GARDEN

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

NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF SEDALIA 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 1<sup>st</sup> day of July, 2024, by and between the Town of Sedalia, 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"), and 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 of Greensboro, and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, the TOWN and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on June 10, 2011 (Guilford County Contract No. 37951-04/11-020); 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 a new agreement 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 two (2) years, from July 1, 2024 to June 30, 2026, 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, located at 980 Guilford College Road, Greensboro, North Carolina. 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 2024-2025, the TOWN will fund the provision of animal control services based on 0.1% of COUNTY's actual expenses for Animal Control services (within the meaning of Animal Control services under COUNTY's budget framework. Subject to this Agreement's provisions regarding termination, 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 shall be due quarterly within thirty (30) days of invoice, which invoices shall follow the close of the July – September, October – December, January – March, and April – June quarters each year during which this agreement is in effect. Annual true-ups may be necessary in the following year if major mid-year action is required to enhance services. Invoices shall be based on actual expenses incurred during the previous quarter. For informational purposes, for fiscal year 2024-2025 services, the TOWN's estimated expense under this agreement is approximately **\$2,192.00**.
4. Resolution. In approving this Interlocal Agreement, the TOWN also adopts the Resolution attached as Exhibit A.
5. Animal Control.
  - a. The COUNTY agrees to enforce the animal control laws and ordinances of the COUNTY and TOWN within the corporate limits of the TOWN of Sedalia.
  - 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 Sedalia 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 Sedalia 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.

6. 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.
7. 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 enjoy within the COUNTY.
8. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this Agreement in accordance with COUNTY policies and resolutions concerning defense of employees. 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. Nothing in this agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to such claims, all of which are reserved.
9. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
10. 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.
11. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the TOWN and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
12. 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.

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

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services Director

ATTEST:

THE TOWN OF SEDALIA

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

NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF STOKESDALE 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 1<sup>st</sup> day of July, 2024, by and between the Town of Stokesdale, 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 of Greensboro, and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, the TOWN and COUNTY agree that it was in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on May 19, 2011 (Guilford County Contract No. 87960-04/11-022); 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 a new agreement 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 two (2) years, from July 1, 2024 to June 30, 2026, 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, located at 980 Guilford College Road, Greensboro, North Carolina. 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 2024-2025, the TOWN will fund the provision of animal control services based on 1.1% of COUNTY's actual expenses for Animal Control services (within the meaning of Animal Control services under COUNTY's budget framework. Subject to this Agreement's provisions regarding termination, 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 shall be due quarterly within thirty (30) days of invoice, which invoices shall follow the close of the July – September, October – December, January – March, and April – June quarters each year during which this agreement is in effect. Annual true-ups may be necessary in the following year if major mid-year action is required to enhance services. Invoices shall be based on actual expenses incurred during the previous quarter. For informational purposes, for fiscal year 2024-2025 services, the TOWN's estimated expense under this agreement is approximately **\$19,808.00**.
4. Resolution. In approving this Interlocal Agreement, the TOWN also adopts the Resolution attached as Exhibit A.
5. Animal Control.
  - a. The COUNTY agrees to enforce the animal control laws and ordinances of the COUNTY and TOWN within the corporate limits of the TOWN of Stokesdale.
  - 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 Stokesdale 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 Stokesdale 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.

6. 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.
7. 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 enjoy within the COUNTY.
8. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement in accordance with COUNTY policies and resolutions concerning defense of employees. 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. Nothing in this Agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to such claims, all of which are reserved.
9. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
10. 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.
11. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the TOWN and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
12. 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.

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

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services Director

ATTEST:

THE TOWN OF STOKESDALE

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

NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF SUMMERFIELD 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 1<sup>st</sup> day of July, 2024, by and between the Town of Summerfield, 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 of Greensboro, and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, the TOWN and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on July 1, 2011 (Guilford County Contract No. 89759-04/11-023); 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 a new agreement 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 two (2) years, from July 1, 2024 to June 30, 2026, 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, located at 980 Guilford College Road, Greensboro, North Carolina. 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 2024-2025, the TOWN will fund the provision of animal control services based on 2.0% of COUNTY's actual expenses for Animal Control services (within the meaning of Animal Control services under COUNTY's budget framework. Subject to this Agreement's provisions regarding termination, 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 shall be due quarterly within thirty (30) days of invoice, which invoices shall follow the close of the July – September, October – December, January – March, and April – June quarters each year during which this agreement is in effect. Annual true-ups may be necessary in the following year if major mid-year action is required to enhance services. Invoices shall be based on actual expenses incurred during the previous quarter. For informational purposes, for fiscal year 2024-2025 services, the TOWN's estimated expense under this agreement is approximately **\$35,586.00**.
4. Resolution. In approving this Interlocal Agreement, the CITY also adopts the Resolution attached as Exhibit A.
5. Animal Control.
  - a. The COUNTY agrees to enforce the animal control laws and ordinances of the COUNTY and TOWN within the corporate limits of the TOWN of Summerfield.
  - 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 Summerfield 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 Summerfield 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.

6. 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.
7. 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 enjoy within the COUNTY.
8. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this Agreement in accordance with COUNTY policies and resolutions concerning defense of employees. 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. Nothing in this Agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to such claims, all of which are reserved.
9. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
10. 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.
11. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the CITY and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
12. 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.

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

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_  
Assistant County Manager

By: \_\_\_\_\_  
County Animal Services Director

ATTEST:

THE TOWN OF SUMMERFIELD

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

NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF WHITSETT 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 1<sup>st</sup> day of July, 2024, by and between the Town of Whitsett, 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"), and 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 of Greensboro, and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, the TOWN and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter, as initially agreed to on May 19, 2011 (Guilford County Contract No. 87963-04/11-024); 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 a new agreement 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 two (2) years, from July 1, 2024 to June 30, 2026, 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, located at 980 Guilford College Road, Greensboro, North Carolina. 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 2024-2025, the TOWN will fund the provision of animal control services based on 0.1% of COUNTY's actual expenses for Animal Control services (within the meaning of Animal Control services under COUNTY's budget framework. Subject to this Agreement's provisions regarding termination, 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 shall be due quarterly within thirty (30) days of invoice, which invoices shall follow the close of the July – September, October – December, January – March, and April – June quarters each year during which this agreement is in effect. Annual true-ups may be necessary in the following year if major mid-year action is required to enhance services. Invoices shall be based on actual expenses incurred during the previous quarter. For informational purposes, for fiscal year 2024-2025 services, the TOWN's estimated expense under this agreement is approximately **\$1,902.00.**
4. Resolution. In approving this Interlocal Agreement, the TOWN also adopts the Resolution attached as Exhibit A.
5. Animal Control.
  - a. The COUNTY agrees to enforce the animal control laws and ordinances of the COUNTY and TOWN within the corporate limits of the TOWN of Whitsett.
  - 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 Whitsett 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 Whitsett 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.
6. 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.
7. 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 enjoy within the COUNTY.
  8. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this Agreement in accordance with COUNTY policies and resolutions concerning defense of employees. 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. Nothing in this Agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to such claims, all of which are reserved.
  9. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
  10. 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.
  11. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the TOWN and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
  12. 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.
  13. 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. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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: \_\_\_\_\_

By: \_\_\_\_\_

Clerk to Board

Assistant County Manager

By: \_\_\_\_\_

County Animal Services Director

ATTEST:

THE TOWN OF WHITSETT

By: \_\_\_\_\_

By: \_\_\_\_\_

Town Clerk

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: \_\_\_\_\_

By: \_\_\_\_\_

Town Attorney

Town Finance Officer