

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 1st day of July 2026, 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").

WITNESS ETH:

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 three (3) years, from July 1, 2026 to June 30, 2029, 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 the term of this agreement, 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 2026-2027 services, the TOWN's estimated expense under this agreement is approximately \$38,577.00.
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. 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.
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 COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2026.
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.

GUILFORD COUNTY

ATTEST:

Toy Beeninga Date
Guilford County Deputy Manager

Robin B. Keller Date
Guilford County Clerk to Board

Jorge Ortega Date
Guilford County Animal Services Department Director

THE TOWN OF SUMMERFIELD

ATTEST:

Town Manager Date

Town Clerk Date

APPROVED AS TO FORM
LEGAL SUFFICIENCY

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

Town Attorney Date

Town Finance Officer Date



RESOLUTION NAME: RESOLUTION RETIFYING 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.

RESOLUTION #: _____
ORIGINAL ADOPTION DATE: 8-13-24
ORIGINAL EFFECTIVE DATE: 8-13-24

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 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 _____, 2026.

Mayor

Date

Town Clerk

(Town Seal)