

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:

GUILFORD COUNTY CONTRACT NO. 90006342  
CITY OF GREENSBORO

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.

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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

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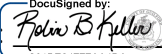
North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

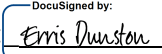
14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

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:  DocuSigned by: 7/16/2024 | 10:20 AM EDT  
261B50477AA4DA  
Clerk to Board

By:  DocuSigned by: 7/15/2024 | 10:31 AM EDT  
9504880A3D84E1  
Assistant County Manager

By:  DocuSigned by: 59409588A50ACD  
County Animal Services Director

CITY OF GREENSBORO

Department Head Recommendation/Authorization:

\_\_\_\_\_  
Signature Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Deputy Finance Officer: \_\_\_\_\_  
Signature Title

Approved as to form:  
City Attorney's Office: \_\_\_\_\_  
Signature Title

Authorized:  
City Manager's Office: \_\_\_\_\_  
Signature Title

Attested:  
City Clerk's Office: \_\_\_\_\_  
Signature Title

City Clerk's Stamp: