

**STATE OF NORTH CAROLINA  
COUNTY OF ANSON**

**AGREEMENT**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWN OF WADESBORO** (a municipal corporation organized under the laws of the State of North Carolina and situated in Anson County, North Carolina), hereinafter also referred to as “Town” or “Wadesboro”; and **ANSON COUNTY** (a body politic of the State of North Carolina), hereinafter also referred to as “Anson County” or “County”.

**WITNESSETH**

**WHEREAS**, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized”, authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-461(1); and

**WHEREAS**, the Town has requested the Animal Shelter & Control Division of the County to provide some animal control services within the limits of the Town, and the Board of Commissioners of the County and the Town Council of the Town each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments II and III and are incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing:

**NOW, THEREFORE**, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **TERM**: The term of this agreement shall begin upon its execution and shall continue until July 1, 2019. This agreement shall automatically renew for four (4) additional two (2) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. **Services**: The County shall provide the contracted animal control services for the Town, as set forth in Attachment I, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the County at an annual rate equal to \$1 per capita population of the corporate limits of Wadesboro as determined by the State of North Carolina’s Office of Budget and Management (or successor State organization) most recent certified Municipal Population Estimates. For example, if the Town’s population was 10,000, the Town would pay the County \$10,000 for the services contemplated herein. If the period of service provided by the County is for less than a year, the Town will pay the same rate pro rata.

**ATTACHMENT C  
MAY 1, 2017 MINUTES**

4. Independent Contractor Status: It is agreed between the parties that the County is an independent contractor and is not an employee or agent of the Town. The employees of the County shall carry out their responsibilities in accordance with their own independent professional judgement as directed and authorized by the appropriate County supervisor.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon 365 calendar days written notice delivered to the office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its employees, including the care and treatment of animals while in the custody of its animal control officer(s).

The County shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by its employees, except claims challenging the constitutionality and/or interpretation of the Town's animal ordinance. The County shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the County, except for the acts or omissions occurring while the animal is not in the custody of the County.

7. Amendments to Agreement: The County shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved by the County by the County Manager and for the Town by the Town Manager.
8. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
9. Prior Agreements: This Agreement shall supersede any existing portions of interlocal agreements between the County and the Town regarding the same subject matter if this Agreement is in conflict with the existing agreements.
10. E-Verify Compliance: Both parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). The Parties to agree to provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.
11. Iran Divestment Act Certification: Pursuant to North Carolina General Statute § 143-6A-4, both parties certify that it is not listed in the Final Divestment list created by the State Treasurer.

12. Preaudit: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**IN WITNESS WHEREOF**, the Town of Wadesboro and Anson County have executed this agreement on the day and year first written above.

ATTEST:

TOWN OF WADESBORO

Cynthia A. Pope Town Clerk By: [Signature] Town Manager



ATTEST:

ANSON COUNTY

\_\_\_\_\_(SEAL) By: \_\_\_\_\_  
County Clerk County Manager

## ATTACHMENT I

### Animal Control Services to be Provided by the County to the Town

1. Requests/Calls for Service: The County shall provide animal control services to the Town as contemplated herein only in response to requests/calls for service from the Wadesboro Police Department, Wadesboro Town Manager, and/or the Town animal control officer. With the exception of trapping and sheltering services, a Town police officer shall be present to actually enforce the ordinance with County staff providing capture and transfer services. Town requests for service will be responded in the order in which it is received by the County compared to other service requests.
2. Services: The County shall provide the Town with ~~all~~ animal location, sheltering, trapping, capture, and transfer services in conformance with ~~Town animal ordinances,~~ and any/all applicable laws and regulations, in response to requests/calls for service as contemplated under Section 1. Any changes to the Town's animal control ordinances excluding the animal control ordinances in effect at the execution of this agreement that would directly cause an increase in the County's workload are not a part of the services provided by the County under this interlocal agreement unless mutually agreed to by the parties. Nothing herein shall be construed to prevent the parties from mutually agreeing to additional consideration for the increased workload.
3. Sheltering: The County shall provide all sheltering/impoundment and related services to the Town in conformance with all laws and regulations as contemplated under this interlocal agreement. The Town shall be responsible for notifying the County with any special instructions (i.e. changing the normal "hold" period) as related to the seizure, sheltering, impoundment, and disposition of a particular animal(s). If no notice is given, the disposition of the animal shall be in accordance with the County's sheltering procedures. The Town shall be responsible for all administrative proceedings directly relating to the enforcement of the Town's ordinance but not typical processes related to Animal Shelter operations. If given reasonable notice, County officials may be required by the Town to provide information at such a proceeding.
4. Calls for Service Reports: Upon request, the County shall provide to the Town a report containing all calls for service that the County responded to within the Town related to Animal Control and/or related information.
5. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the County is providing services pursuant to Sections 1, 2, & 3 herein. The Town shall report all such incidents that it investigates to the Anson County Health Director, as required by North Carolina General Statute § 130A-196, and shall otherwise provide to the County a copy of the bite report generated in connection with each incident.

**ATTACHMENT II**

A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO THE PROVISION OF ANIMAL CONTROL SERVICES BY ANSON COUNTY TO THE TOWN OF WADESBORO.

**WHEREAS**, North Carolina General Statute § 160A-461, "Interlocal cooperation authorized", authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-461(1); and

**WHEREAS**, the Town of Wadesboro wishes to enter into an interlocal agreement with Anson County, by which Anson County has agreed to provide certain animal controls services to the Town of Wadesboro pursuant to the attached interlocal agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the County of Anson does hereby ratify the attached interlocal agreement with the Town of Wadesboro. The Anson County Manager is hereby authorized and directed to execute the attached interlocal agreement, and any amendments thereto, and this resolution shall be listed with the minutes.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County of Anson

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
County Clerk

**ATTACHMENT III**

A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO THE PROVISION OF ANIMAL CONTROL SERVICES BY ANSON COUNTY TO THE TOWN OF WADESBORO.

**WHEREAS**, North Carolina General Statute § 160A-461, "Interlocal cooperation authorized", authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-461(1); and

**WHEREAS**, the Town of Wadesboro wishes to enter into an interlocal agreement with Anson County, by which Anson County has agreed to provide certain animal controls services to the Town of Wadesboro pursuant to the attached interlocal agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Wadesboro does hereby ratify the attached interlocal agreement with Anson County. The Wadesboro Town Manager is hereby authorized and directed to execute the attached interlocal agreement, and any amendments thereto, and this resolution shall be listed with the minutes.

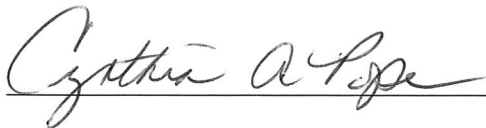
This is the 15<sup>th</sup> day of May, 2017.

Town of Wadesboro



\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
Town Clerk

