

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2016, by and between the TOWN OF HUNTERSVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

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-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as "Animal Care & Control") to provide some animal control services within the limits of the Town, and the City Council and the Town Board each have adopted a Resolution as required by North Carolina General Statute §160A-461, included as Attachments I and II, respectively, and 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 the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) 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 Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III. The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City

upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) 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 animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City 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 employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town.
8. Amendments to Agreement: The Animal Care & Control 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 for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.

9. 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.
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____(SEAL)
City Manager

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

By: _____(SEAL)
Greg Ferguson, Town Manager

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

Jackie Huffman, Finance Director

Approved as to Form:

Robert B. Blythe, Town Attorney

ATTACHMENT I

ATTACHMENT II

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF CHARLOTTE TO THE TOWN OF HUNTERSVILLE

Resolution No.: R-2016-_____

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Huntersville (“Town”) and City of Charlotte (“City”) entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2016, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2016, and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it **RESOLVED** the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

CERTIFICATION

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Huntersville, North Carolina, in regular session convening on the 18th day of July, 2016.

WITNESS my hand and the corporate seal of the Town of Huntersville, North Carolina, this ____ day of July, 2016.

Janet Pierson, Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. **Ordinance Enforcement:** When providing service within the Town, the Animal Care & Control shall enforce the Town of Huntersville Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.
2. **Sheltering:** The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. **Requests/Calls for Service:** The Animal Care & Control shall provide services to the Town in response to requests from the Huntersville Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.

4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Huntersville Police Department.
5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
6. 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 Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.