



MEMORANDUM

To: Mayor and Members of the City Council

From: Montre' Freeman, City Manager

Date: April 21, 2023

Re: Consideration – Renewal of Interlocal Agreement for Animal Control Services

BACKGROUND:

Historically, animal control services were handled in a variety of ways. Prior to 1961, the City of Elizabeth City and Pasquotank County provided animal control separately. In the early 1960's, the Pasquotank County Health Department took over the function for both entities. Shortly after Sheriff D. M. Sawyer took office in 1970, the Pasquotank County Sheriff's Office took over the responsibility of animal control for the City and County and the function has remained with that office. In FY 2000-2001, Camden County became a partner in the animal control function and paid a pro-rata share of the expenses with the City and Pasquotank County; however, Camden County has since withdrawn from the joint program.

In 2012, the City and County approved and executed the first formal Interlocal Agreement for Animal Control Services. The term of that agreement was three years with a two-year automatic renewal. The City and County have been engaged in interlocal agreement since this time. Currently, the City and Pasquotank County split the expenses for the department on a 50%-50% basis.

ANALYSIS:

County Manager Sparty Hammett and I have discussed renewal of this agreement; and agree that the existing terms are acceptable. The County has already considered and voted upon this matter during their previous meeting.

All Interlocal Agreements are required to have a set term. This agreement is for three years commencing July 1, 2023 and ending June 30, 2026. After the initial period, the agreement will automatically renew for a successive two-year period. If the City wishes to withdraw, we must provide a 90-days notice prior to the end of what would be the last year of the agreement.

The Dangerous Dog Ordinance is presently enforced by the Pasquotank County Sheriff's Department. Animal Control will continue to be operated as it has

previously. The City and County will continue to contribute an equal amount of funding for the operation of the animal control function.

The Sheriff, in conjunction with the Pasquotank County manager, must submit the proposed budget to the City by April 1st of each year. All entities must approve a budget by June 1. Standard insurance, notice and general provisions are included in the agreement.

STAFF RECOMMENDATION:

By motion, authorize execution of the attached Interlocal Agreement for Animal Control Services as presented and direct staff to forward a copy to the County for their records.

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

PASQUOTANK COUNTY

This AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the CITY OF ELIZABETH CITY, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter called "CITY") and PASQUOTANK COUNTY a body politic and political subdivision of the State of North Carolina (hereinafter called "PASQUOTANK").

WITNESSETH

THAT, WHEREAS, North Carolina General Statute §160A-355, et. seq. provides that any two or more units of local government may cooperate in providing services; and

WHEREAS, the CITY and PASQUOTANK desire to contract for Animal Control Services; and

WHEREAS, PASQUOTANK, through its Sheriff's Office, is willing and able to furnish such services on a mutually agreeable cost sharing plan; and

WHEREAS, PASQUOTANK has previously provided these services by PASQUOTANK and CITY Interlocal Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1) TERM AND RENEWAL OF THE AGREEMENT

- a) The initial term of this Agreement shall be for three years commencing July 1, 2023 and ending on June 30, 2026, unless sooner terminated as provided herein.
- b) Following completion of the initial three-year term, this Agreement shall automatically be renewed for an additional two years, unless CITY notifies PASQUOTANK of its intention to withdraw. Such notice shall be in writing, mailed or delivered to PASQUOTANK no later than ninety (90) days prior to July 1 of the then current year and the withdrawal shall become effective June 30 of the year following the current year, unless otherwise agreed to by PASQUOTANK and CITY.

2) MANAGEMENT

- a) Animal Control services shall be directly managed and operated by Pasquotank County with budget development and funding provided by PASQUOTANK and CITY under the general direction of the Pasquotank County Sheriff.

3) FINANCIAL/BUDGET

- a) The Pasquotank County manager, in conjunction with the Pasquotank County Sheriff, shall prepare a proposed budget each year that identifies Animal Control expenses and revenue for the upcoming year. The proposed budget shall be presented to the Elizabeth City manager no later than April 1 of each year.
- b) The City Council shall approve the budget for Animal Control by June 1 of each year. Should a governing body fail to approve the budget by June 1 of a particular year, the County Manager, City Manager, Chairman and Mayor shall meet within seven (7) days to address any outstanding issues.
- c) CITY and PASQUOTANK governmental bodies hereby agree to the following formula for financing the operations of animal control:

Pasquotank County 50%
Elizabeth City 50%

The amount paid shall be net of revenues, which may be received for the operation of the Animal Control Division of the Sheriff's Office.

- d) CITY shall be billed for their portion of the operating expenses on a quarterly basis.

4) INSURANCE

All parties shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

- a) Comprehensive general liability, including but not limited to premises, personal injuries, products and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- b) Comprehensive automobile liability, including but not limited to property damage, bodily injury and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
- c) Workers' Compensation covering statutory requirements of the State of North Carolina and Employer's Liability of not less than \$100,000 per occurrence.

5) NOTICES

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as follows:

County Manager
Pasquotank County
Pasquotank County Courthouse-2nd floor
P. O. Box 39
Elizabeth City, NC 27907

City Manager
City of Elizabeth City
H. Rick Gardner Municipal Administration Building – 2nd floor
P. O. Box 347
Elizabeth City, NC 27907

6) GENERAL PROVISIONS

- a) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- b) Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- c) Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- d) Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.
- e) Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- f) Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of North Carolina.
- g) Construction of Agreement. The parties agree that each party has fully participated in their review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- h) Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same Agreement.
- i) Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties as of the effective date hereof.

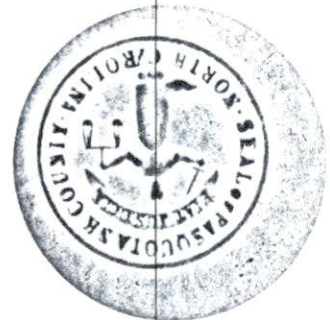
{Signatures on Following Page(s)}

IN WITNESS WHEREOF, PASQUOTANK and CITY have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

PASQUOTANK COUNTY

By: Charles Jordan
Charles Jordan, Chairman
Board of County Commissioners

Attest: Lynn B. Scott
Lynn B. Scott, Clerk to the Board



SEAL

APPROVED AS TO FORM:

By: R. Michael Cox
R. Michael Cox, County Attorney

CITY OF ELIZABETH CITY

By: _____ Date: _____
E. Kirk Rivers, Mayor Time: _____

Attest: _____ SEAL
April, Onley, City Clerk

APPROVED AS TO FORM:

By: _____
William H. Morgan, Jr., City Attorney

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

By: _____ Date: _____
Alicia Steward, Finance Director Time: _____