

INTERLOCAL AGREEMENT BETWEEN
HALIFAX COUNTY AND THE TOWN OF HALIFAX
REGARDING THE APPLICABILITY AND ENFORCEMENT OF
THE HALIFAX COUNTY ANIMAL ORDINANCE

This Agreement, made and entered into by and between Halifax County (the "County") and the Town of Halifax (the "Town"), collectively referred to as the "Parties";

WITNESSETH:

WHEREAS, the County and the Town are "unit(s) of local government" as that term is defined by G.S. 160A-460(1); and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into interlocal agreements in order to execute any "undertaking" as that term is defined by G.S. 160A-460(2); and

WHEREAS, the County and the Town, by ordinance, are authorized to define and prohibit the abuse of animals pursuant to G.S. 153A-127 and G.S. 160A-182, respectively; and

WHEREAS, the County has a comprehensive set of animal control and protection ordinances set forth in Chapter 14, Article I, of the Halifax County Code of Ordinances, hereinafter referred to collectively as the "Halifax County Animal Control Ordinance"; and

WHEREAS, generally, County police power ordinances, such as the Halifax County Animal Control Ordinance, are not applicable within the corporate limits of any municipality in the County; and

WHEREAS, on June 1, 2020, pursuant to G.S. 153A-122(b), the Town adopted a resolution to permit the Halifax County Animal Control Ordinance to be applicable and enforceable within the corporate limits of the Town; and

WHEREAS, County animal control and protection enforcement is handled by the Halifax County Health Department; and

WHEREAS, inasmuch as the Town does not have its own law enforcement or animal control personnel and the County Health Department is located within the corporate limits of the Town, the County is willing to enforce the Halifax County Animal Control Ordinance within the corporate limits of the Town under certain conditions set forth herein; and

WHEREAS, the applicability and enforcement of the Halifax County Animal Control Ordinance within the corporate limits of the Town will be of substantial benefit to the citizens of the County, the Town and the public in general;

NOW THEREFORE, as an exercise of the powers and authority granted by the laws of the State of North Carolina, and in consideration of the premises stated above and the mutual terms,

covenants and conditions set forth herein, it is hereby agreed and covenanted among the undersigned Parties as follows:

1. ENFORCEMENT OF HALIFAX COUNTY ANIMAL CONTROL ORDINANCE.

Without remuneration from the Town, the County will enforce the Halifax County Animal Control Ordinance within the corporate limits of the Town in the same manner as it enforces the ordinance in the unincorporated areas of Halifax County. All costs, fines, penalties and other revenue resulting from enforcement will be collected and disbursed by the County in accordance with law.

3. COOPERATION AND ASSISTANCE.

The Town will reasonably cooperate and assist the County with the enforcement of the Halifax County Animal Control Ordinance within the corporate limits of the Town, subject to the limited personnel resources of the Town. Notwithstanding such cooperation or assistance, the County shall have complete control and discretion with regard to the manner of enforcement of the ordinance within the corporate limits of the Town.

4. TERM OF AGREEMENT; TERMINATION.

The term of this Agreement shall be perpetual, provided the Town does not rescind its resolution adopted pursuant to G.S. 153A-122(b). Upon notice of such rescission by the Town to the County, this Agreement shall automatically terminate. Notwithstanding anything in this Agreement to the contrary, either Party may withdraw from this Agreement with 90 days advanced written notice of such withdrawal to the other Party.

5. INSURANCE/RISK COVERAGES.

Each of the Parties will be responsible for maintaining property damage insurance for damage or loss of their own property resulting from the enforcement of the Halifax County Animal Control Ordinance. In addition, each of the Parties will maintain current, valid insurance policies or risk pool coverages meeting the requirements identified below for the duration of this Agreement. Upon request, certificates of coverage will be provided to the requesting Party. Each Party will name the other Party as an "additional insured" with respect to the applicability and enforcement of the Halifax County Animal Control Ordinance within the Town's corporate limits. There shall be a thirty (30) day notification in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage.

The limits of liability of all coverages required herein shall be as follows:

Coverage	Limits of Liability
Worker's Compensation	Statutory
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (Except Auto)	\$1,000,000 each occurrence \$1,000,000 aggregate

Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

6. MEDIATION.

Any controversy between the Parties with regard to the application or interpretation of this Agreement may be submitted for mediation. Upon failure of mediation, each party reserves all rights and remedies otherwise available under North Carolina law.

7. RESPONSIBILITY FOR LOSS; INDEMNIFICATION.

As to the activities contemplated under this Agreement, each Party agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists, and will indemnify, defend, save and hold harmless the other Party against claims of injury to persons or property resulting from the intentional misconduct or negligence of their respective officers or employees, including cost and reasonable attorneys' fees associated with defending such claims.

8. AMENDMENTS.

This Agreement may be amended from time to time by mutual agreement adopted in the same manner prescribed for the adoption of this Agreement under Article 20, Chapter 160A of the N.C. General Statutes.

9. SEVERABILITY.

Should any part of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

10. EXECUTION.

Each of the Participating Counties acknowledges that this Agreement was adopted by resolution of its governing board as required under Article 20, Chapter 160A of the N.C. General Statutes, and pre-audited by its finance officer at or prior to such execution. This Agreement shall be deemed adopted upon the date of execution by the last authorized representative signing below. Each party to this Agreement shall sign a separate signature page in duplicate which will constitute valid execution.

11. ENTIRE AGREEMENT.

This document encompasses the entire Agreement of the Parties. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless made in writing and signed by all members.

20. DUPLICATE ORIGINALS.

This Agreement shall be pre-audited, executed and attested in duplicate originals, with an original to be retained by each Party.

IN WITNESS WHEREOF, the County has caused this Agreement to be pre-audited by its Finance Director, executed by its Board Chair, and attested by its Clerk on the date indicated below the signature of its Board Chairperson. Likewise, the Town has caused this Agreement to be pre-audited by its Finance Director, executed by its Mayor, and attested by its Clerk on the date indicated below the signature of its Mayor.

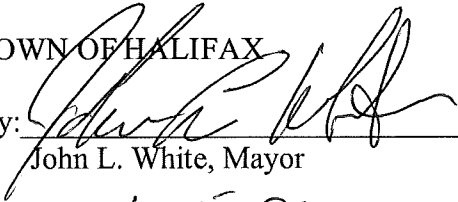
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Town of Halifax Signature Page

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HALIFAX COUNTY AND THE TOWN OF HALIFAX
REGARDING THE APPLICABILITY AND ENFORCEMENT OF
THE HALIFAX COUNTY ANIMAL CONTROL ORDINANCE

TOWN OF HALIFAX

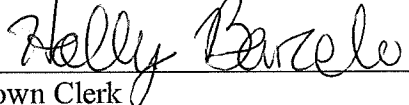
By: _____


John L. White, Mayor

Date: _____

10-5-2020

Attest:



Town Clerk

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



Town of Halifax Finance Officer

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT
BETWEEN HALIFAX COUNTY AND THE TOWN OF HALIFAX
REGARDING THE APPLICABILITY AND ENFORCEMENT OF
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WHEREAS, pursuant to G.S. 160A-461 any unit of local government and any other unit of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the contracts and agreements so undertaken shall be of reasonable duration, as determined by the participating units, and must be ratified by resolution the governing board of each unit spread upon its minutes; and

WHEREAS, on June 1, 2020, pursuant to G.S. 153A-122(b), the Town of Halifax (the Town) adopted a resolution to permit the Halifax County Animal Control Ordinance to be applicable and enforceable within the corporate limits of the Town; and


WHEREAS, inasmuch as the Town does not have its own law enforcement or animal control personnel, the Town has requested that Halifax County (the County) provide enforcement of the animal control ordinance within the corporate limits of the Town; and

WHEREAS, the County is willing to enforce the Halifax County Animal Control Ordinance within the corporate limits of the Town under certain terms and conditions; and

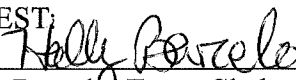
WHEREAS, the County and the Town propose to enter into that certain "Interlocal Agreement Between Halifax County and the Town of Halifax Regarding the Applicability and Enforcement of the Halifax County Animal Ordinance", a copy of which is has been presented to the town board of commissioners and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the Town of Halifax Board of Commissioners do hereby authorize the execution of the aforementioned interlocal agreement by the Mayor and any other town official or staff deemed necessary, in the form substantially as submitted.

Adopted this 5 day of October, 2020.



John L. White, Mayor
Town of Halifax

ATTEST:


Holly Barcelo, Town Clerk