

NORTH CAROLINA  
RUTHERFORD COUNTY

INTERLOCAL AGREEMENT  
ANIMAL CONTROL

THIS AGREEMENT, made and entered into this the 10<sup>th</sup> day of December, 2019, by and between the TOWN OF LAKE LURE, a body politic of the State of North Carolina, (hereinafter referred to as "Town"), and RUTHERFORD COUNTY, a body politic of the State of North Carolina, (hereinafter referred to as "County");

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter §160A of the North Carolina General Statutes authorizes Town and County to enter into interlocal agreements in order to execute any undertaking on behalf of one another; and

WHEREAS, North Carolina law permits Town to request assistance of the County to direct one or more animal control officers of Rutherford County to assist Town's animal control officers; and

WHEREAS, Town has requested that County direct its animal control officers to provide assistance on animal control matters from time-to-time and upon request as consistent with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. County agrees to direct its animal control officers to provide assistance on animal control issues within the town limits of the Town of Lake Lure upon request of Town, which may include all animal control matters under the North Carolina General Statutes, the Rutherford County Code, and/or the municipal code of ordinances for the Town, each as may be relevant, within the jurisdiction of the Town of Lake Lure.
2. Pursuant to this Agreement, County shall provide such assistance to Town and direct one or more of its animal control officers to provide such assistance at such time as County is contacted through the Communications Center by any sworn law enforcement officer of Town (hereinafter referred to as "Request of Assistance"). Any Request for Assistance shall be deemed to be completed by the County animal control officer upon arrival at the location directed through the Request for Assistance. No County animal control officer shall be responsible for any reporting or documentation requirements related to any Request for Assistance as may be required by any animal control ordinance or procedure of the Town of Lake Lure. County will not respond to Request for Assistance after normal business hours for the following matters: owners surrendering animals, stray

animal pick-ups, non-aggressive animals at large, injured wildlife with no risk of rabies (potential rabies carriers that have not had any contact with people or unvaccinated animals), general wildlife issues, and pickup of dead animals.

3. In providing services under this Agreement upon the request of Town, County will be administering and enforcing the requirements of: (1) the North Carolina General Statutes and all volumes, appendices and amendments thereto; (2) the Rutherford County Code Appendix C; and/or (3) the Town's municipal code of ordinances; each as they pertain to all animal control matters as requested by Town. In the event that enforcement of the code requires legal proceedings, whether civil or criminal, such proceedings shall be instituted by Town and any cost for such proceedings shall be paid by Town.
4. Town shall retain administration and enforcement of the requirements of: (1) the North Carolina General Statutes and all volumes, appendices and amendments thereto; (2) Rutherford County Code Appendix C; and/or (3) the Town's municipal code of ordinances; as they each pertain to any and all animal control matters arising within the corporate limits of the Town of Lake Lure except for any cases where a Request for Assistance is completed by the County animal control officer pursuant to this Agreement and the County animal control officer has no assistance from Town.
5. The Town of Lake Lure shall retain administration of its own zoning and code enforcement ordinances.
6. County shall invoice the Town on or before the tenth (10<sup>th</sup>) day of each month for any completed Request for Assistance call by any animal control officer of County inside the corporate limits of the Town of Lake Lure which invoice shall be paid by the Town within thirty (30) days of receipt thereof to: **Rutherford County, Attn: Rutherford County Finance Office, 289 N. Main Street, Rutherfordton, NC 28139**. Each completed Request for Assistance shall be in accordance with the standard schedule of fees charged by County for such services as may be adjusted from time to time as adopted by County, which said amount is, as of the date of this Agreement, Forty Dollars (\$40.00) (hereinafter referred to as "Assistance Fee"). County shall not charge the Assistance Fee, nor invoice the Town, for any calls made without corresponding Request for Assistance. County shall not charge the Assistance Fee for any animal control issue related to possible exposure to rabies, including but not limited to any wild animal coming into contact with a person or domestic animal without current rabies vaccination within the corporate limits of the Town of Lake Lure.
7. This Agreement shall become effective on the date hereof and shall continue until such time as it is terminated by either party hereto in accordance with the provisions herein. Either party may, with or without cause, terminate this Agreement upon thirty (30) days' written notice to the other party.

8. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County or to Town, their respective governing boards, officers, employees, agents or anyone else having immunity due to their relationship with Rutherford County or the Town of Lake Lure.
9. The terms of this Agreement may only be modified by a written mutual agreement signed by the parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written.

County of Rutherford

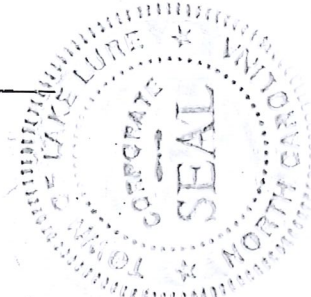
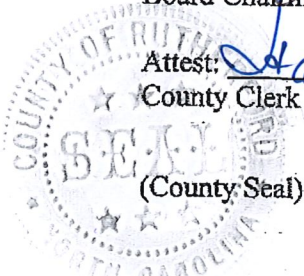
Town of Lake Lure

By: [Signature]  
Board Chairman

By: [Signature]  
Mayor

Attest: [Signature]  
County Clerk

Attest: [Signature]  
City Clerk



(County Seal)

(Town Seal)

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

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[Signature]  
Rutherford County Finance Director

[Signature]  
Town of Lake Lure Finance Director

This form has been approved by:

[Signature]  
County Attorney