

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Agreement – Animal Shelter and Control Services

From: Randy McCaslin, Deputy City Manager

Meeting Date: June 20, 2016

Public Hearing: No

Advertising Date / N/A

Advertised By: -

Attachments: Interlocal Agreement
Resolution

PURPOSE:

The City needs to renew its Interlocal Agreement with Guilford County the provision of Animal Shelter and Control Services.

BACKGROUND:

The City's current Interlocal Agreement with Guilford County for provision of the Animal Shelter and Control Services expires on June 30, 2016. The amended Interlocal Agreement is for a period of five (5) years - July 1, 2016 – June 30, 2021.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to adopt a resolution authorizing the Mayor to execute the amended Interlocal Agreement with Guilford County for the period of July 1, 2016- June 30, 2021 for the provision of Animal Shelter and Control Services.

NORTH CAROLINA
GUILFORD COUNTY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD FOR
THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES**

This is an Interlocal cooperation agreement made and entered into this the 19th day of May, 2016, by and between the City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY, the CITY and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, on December 2, 1955, the CITY and the COUNTY entered into an agreement and amended it on October 16, 1959 and on July 5, 1961, whereby the Parties agreed to the contractual arrangement for the operation of an animal shelter in Guilford County; and

WHEREAS, on June 1, 2011, the CITY and COUNTY entered into an agreement (Guilford County Contract No. 42120-03/11-174) agreeing that it was in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into an amendment for the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will maintain full financial responsibility for the operation of the Guilford County Animal Shelter. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighths (1/8) undivided ownership interest of the Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina.
3. Animal Control. **The CITY agrees to continue to enforce its own animal control laws and provide its own animal control services within the corporate limits to citizens of the CITY of High Point and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.**
4. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its animal control services and its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.
5. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.
6. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.
7. Prior Agreements. All other provisions of the initial Contract, as amended, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.
8. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.
9. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

GUILFORD COUNTY CONTRACT NO. 42120-03/11-174, AMENDMENT 1
CITY OF HIGH POINT

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement, as amended, in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

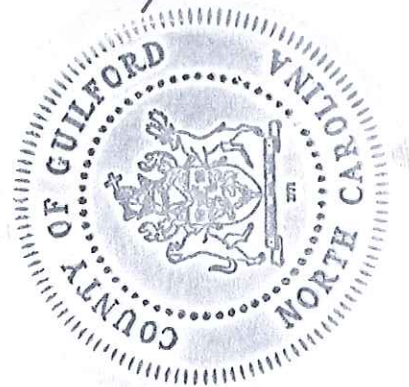
ATTEST:

GUILFORD COUNTY

By: Robert B. Kelle
Clerk to Board

By: Marty K. Lawing 5-31-16
Marty K. Lawing, County Manager

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



By: N/A
County Finance Director

ATTEST:

THE CITY OF HIGH POINT

By: _____
City Clerk

By: _____
~~City Manager~~ William S. Bencini, Jr.
Mayor

APPROVED AS TO FORM
LEGAL SUFFICIENCY

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

By: _____
City Attorney

By: _____
City Finance Officer

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND
GUILFORD COUNTY FOR THE PROVISION OF ANIMAL SHELTER AND
CONTROL SERVICES**

BE IT RESOLVED by the High Point City Council that the attached Interlocal Agreement between the CITY OF HIGH POINT and GUILFORD COUNTY for the provision of animal control and shelter services, is hereby ratified as required by N.C.G.S. 160A, Article 20.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute the said agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the City Finance Director, and approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point and Guilford County is hereby spread upon the minutes of the High Point City Council.

Adopted by the High Point City Council, this 20TH day of June, 2016

William S. Bencini, Jr., Mayor

ATTEST:

Lisa B. Vierling
High Point City Clerk

[SEAL]