

NORTH CAROLINA
GUILFORD COUNTY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD
FOR THE PROVISION OF ANIMAL SHELTERING**

This is an Interlocal cooperation agreement (the "Agreement") made and entered into this the 1st day of July, 2025, 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"), referred to herein each as a "Party" and collectively 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 of Greensboro and the CITY to jointly construct and operate an animal shelter; and

WHEREAS, the CITY and COUNTY agree that it is in the best interest of both Parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on June 1, 2011 (Guilford County Contract No. 42120-03/11-174); and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this 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 a new agreement 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 Agreement shall continue for one (1) year, from July 1, 2025 to June 30, 2026, 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, located at 980 Guilford College Road, Greensboro, North Carolina 27409 (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 agrees to continue to provide animal shelter services to the CITY at no charge, and in the event the

Guilford County Animal Shelter is at full capacity and unable to receive animals, COUNTY and the CITY shall use best efforts to coordinate and liaise with other units of local government or community organizations to provide animal shelter service for the CITY. Any costs associated with animal shelter services for CITY animals outside of the Guilford County Animal Shelter shall be the responsibility of the CITY.

3. Old Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighth (1/8) undivided ownership interest in one of the tracts comprising the former Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina 27409.
4. Animal Control. The CITY agrees to continue to enforce its own animal control ordinances, provide its own animal control services within the CITY's corporate limits to citizens of the CITY, and meet citizens' needs in a courteous, professional, efficient, productive, and cost-effective manner.
5. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this Agreement in accordance with COUNTY policies and resolutions concerning defense of employees. The COUNTY shall handle all claims arising out of its operation of the animal shelter, and CITY shall have no responsibility or liability regarding any such claims, except that any claims arising directly or indirectly out of CITY's actual or alleged actions outside of its legal authority in causing an animal to come into COUNTY's possession shall be the sole responsibility of CITY and, to the extent permitted by law, CITY shall indemnify COUNTY with respect to such claims (including attorney's fees and other costs of defense thereto). Nothing in this Agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to claims against them, all of which are reserved.
6. Disposition of Animals. The Parties agree that COUNTY's ordinances, procedures, policies, and fees shall apply to the disposition of animals received by COUNTY pursuant to this Agreement.
7. 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.
8. Prior Agreements. This Agreement supersedes any existing interlocal agreements between the CITY and the COUNTY regarding the Guilford County Animal Shelter and/or animal control services with respect to animal control services provided on or after July 1, 2025.
9. Iran Divestment Act. In accordance with N.C. Gen. Stat. § 143C-6A-5 and other applicable sections of N.C. Gen. Stat. § 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.

10. Governing Law and Jurisdiction. 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.
11. No Joint Venture. This Agreement shall not, under any circumstances, be construed to make the CITY and COUNTY partners, joint venturers, or parties to similar relationships with each other.
12. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.
13. Entire Agreement, Conflicting Provisions. This Agreement, together with all exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any exhibit, attachment, or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail.
14. Captions and Headings. The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.
15. Severability; No Waiver. The invalidity of one or more phrases, sentences, clauses, or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated. Any failure by either Party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.
16. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
17. Compliance with Legal Requirements. The Parties shall comply with the requirements of applicable federal, state, and local laws, ordinances, and regulations.
18. Representation of Authority. Any individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of the Party and does so with full legal authority.

Separate signature pages follow.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement 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 units of local government, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____
Clerk to Board

By: _____
Assistant County Manager

By: _____
County Animal Services Director

| _____

THE CITY OF HIGH POINT

By: _____
Tasha Logan Ford, City Manager

PREAUDIT CERTIFICATE

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

Bobby Fitzjohn, Finance Officer