

GUILFORD COUNTY CONTRACT NO. 42120-03/11-173, AMENDMENT 1
CITY OF HIGH POINT

NORTH CAROLINA

GUILFORD COUNTY

**INTERLOCAL AGREEMENT ON PUBLIC LIBRARIES
AMENDMENT NO. 1**

This is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement") made this the 1st day of July, 2016, by and between 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."), and also collectively referred to as the "Parties."

WITNESSETH

THAT WHEREAS, on May 15, 1997, the City of High Point and Guilford County entered into a Contract, whereby the COUNTY agreed to provide certain funds to the CITY to carry out the programs and activities of its Libraries for the benefit of all citizens of Guilford County, regardless of whether the citizens live inside or outside the City of High Point; and

WHEREAS, the CITY and COUNTY determined that it was in the public benefit and interest to terminate the agreement of May 15, 1997 and entered into a new Interlocal Agreement on July 12, 2011, to provide for the operation and support of a Public Library system in the City of High Point for the benefit of all citizens of Guilford County; and

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; and

WHEREAS, the CITY and the COUNTY desire to enter into an amendment of its current contract with Guilford County dated July 12, 2011, and identified as Contract No. 42120-03/11-173; and

WHEREAS, this the CITY and the COUNTY agree that the Interlocal Agreement, as amended, shall continue for five, (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein; and

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

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement, as amended, herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the

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CITY and the COUNTY, the parties agree as follows:

1. High Point Public Library System. The CITY, pursuant to the authority granted in G.S. 153A-261, et. seq., and in compliance with all applicable laws, shall continue to operate and support a public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled the High Point Public Library System. It shall be operated and controlled in all aspects exclusively by the CITY as the CITY deems to be in the public interest and benefit.

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

3. Annual Payment to CITY. The COUNTY shall pay to the CITY the sum of **\$359,960** for the first fiscal year of this Interlocal Agreement.

The annual fee thereafter for the next four fiscal years may be calculated based on the County's per capita formula or other formula, agreed upon by the Parties. The annual fee thereafter for the next four fiscal years shall be calculated based upon a formula to be prepared jointly by the County and City staff for review and approval by the Guilford County Board of Commissioners and High Point City Council, such formula to be effective beginning with the FY 2017-2018 fiscal year and thereafter. The recommended formula will be developed by staff for elected body review no later than December 1, 2016.

4. Appropriation of Funds. It is the Parties' desire that, during the term of this Contract, it be an ongoing Contract, continuing from year to year (crossing the County's fiscal years) without the necessity of re-execution, subject to continued appropriation by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

5. "Clawback" for Non-Performance or Violation. If the CITY fails to perform its obligations under this Agreement, or if the CITY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the CITY of such termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. Furthermore, the COUNTY reserves the right to require CITY to repay funds expended in violation of the terms and conditions of this Agreement.

6. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

7. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

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Guilford County
County Manager
P.O. Box 3427
Greensboro, NC 27402

City of High Point
City Manager
P.O. Box 230
High Point, NC 27260

8. Maintenance of Records. The CITY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
9. Audit. The CITY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the Guilford County Internal Audit Office within six (6) months of the CITY'S fiscal year end. A copy of the financial records and operations of the CITY shall be provided at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the CITY, and the CITY shall provide the COUNTY'S Internal and External Auditors, during regular business hours, access to the High Point Public Library system's books and records.
10. Indemnification. As a condition of receiving funds from the COUNTY, the CITY agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.
11. The COUNTY is in no way responsible for the administration and supervision of the CITY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
12. Amendment. This Interlocal Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the CITY.
13. Entire Agreement. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties regarding the matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives are hereby merged within and extinguished. This Contract shall not be modified except by a Contract Amendment or separate Agreement subscribed to by both Parties.
14. Jurisdiction. This Contract is subject to the jurisdiction and laws of the State of North Carolina.
15. 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

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State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

IN WITNESS THEREOF, 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: _____
Clerk to Board

By: _____
Chairman

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

By: _____
County Finance Director

ATTEST:

THE CITY OF HIGH POINT

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

By: _____
City Attorney