

NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made this the ____ day of _____, 2017, by and between **CITY OF HIGH POINT**, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), located at 211 South Hamilton, High Point, NC 27260, and **GUILFORD COUNTY**, North Carolina, a body politic and corporate (hereinafter called the "COUNTY") located at 301 West Market Street, Greensboro, NC 27402, and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes §160A-461, 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 municipal water and sewer collection infrastructure and services for a proposed county animal shelter site; and

WHEREAS, the COUNTY intends to purchase two parcels of land located at 979 and 926-R2 Guilford College Road for the purpose of constructing and operating a new animal shelter facility; and

WHEREAS, the site is located in the unincorporated area of the COUNTY between Greensboro and High Point and water and sewer collection service is currently not available at the site; and

WHEREAS, the water and sewer infrastructure will need to be extended to the site and it has been determined that the most feasible utility option is the CITY systems; and

WHEREAS, the COUNTY desires a commitment for water and sewer services before acquiring the parcels and the CITY hereby agrees to provide water and sewer utility services to the site; 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 agreement for the provision of municipal water and sewer collection infrastructure and services for provision of municipal water and sewer collection infrastructure and services for a proposed county animal shelter site 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. 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 operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

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

3. 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:

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

4. Amendments. This agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and the COUNTY as expressed in writing.

5. Engineering Design and Construction. The COUNTY shall be responsible for all costs associated with the engineering design and construction of the water and sewer infrastructure necessary to serve the development parcels. The COUNTY shall have the option of selecting an engineering firm and contracting for the construction of the systems and paying the engineering firm and contractor directly or requesting that the CITY contract for the design and construction of the water and sewer infrastructure and the COUNTY will reimburse the City in full for all associated costs and will do so within the thirty day demand for payment.

6. Design and Construction Specifications. It is understood that any and all portions of the infrastructure that will be dedicated to the CITY for ownership and operation shall be designed and constructed in accordance with CITY specifications and standards and any onsite infrastructure to be owned and operated by the COUNTY may not be required to comply with said specifications.

7. Schedule: If the COUNTY opts for the CITY to take responsibility for designing and constructing the system expansions, the CITY agrees to complete the design, permitting, easement acquisition (if any) and construction within nine (9) months of receiving a written notice to proceed from the County Manager.

8. Acreage Fees, Frontage Fees, Charges for Service. The CITY will waive all acreage and frontage fees for this project. The COUNTY will pay the connection fee or meter charges to connect to the system. The COUNTY will also be required to pay for all services received based on metered consumption.

9. Annexation. The CITY hereby agrees to provide water and sewer services to the COUNTY project whether the COUNTY requests annexation into the corporate limits or not. The site is not currently contiguous to the existing corporate limits but could potentially be satellite annexed upon request of the COUNTY. The COUNTY may request annexation at any time and

the CITY agrees to work with the COUNTY to determine the appropriate zoning district classification that would permit the intended land use.

10. Cancellation. Should the COUNTY decide not to construct the project at the above referenced site or should a more cost effective solution for water and sewer service become available, the County Manager shall notify the CITY of the need to cancel this Agreement as soon as possible. If cancellation becomes necessary after the CITY has incurred certain costs at the request of the COUNTY, the COUNTY shall reimburse the CITY for the actual costs incurred.

11. Binding Agreement. This agreement is binding on the parties and any amendments to the terms must be mutually to in writing by the parties.

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 taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____
Clerk to Board

By: _____
Jeff Phillips, Board Chair

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

By: _____
County Finance Director

APPROVED AS TO FORM

By: _____
County Attorney

ATTEST:

THE CITY OF HIGH POINT

By: _____
City Clerk

By: _____
William S. Bencini, Jr., Mayor

APPROVED AS TO FORM

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