

RESOLUTION AUTHORIZING NEGOTIATION AND EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN THE CITY OF GREENSBORO AND THE COUNTY OF
GUILFORD FOR THE PROVISION OF SECURITY SERVICES AT 2301 WEST
MEADOWVIEW ROAD, GREENSBORO, NC 27407

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 any undertaking;

WHEREAS, SN Properties Funding V-Henderson, LLC leased to the CITY certain real property and space in a building located at 2301 W. Meadowview Rd. Greensboro, NC (the "Premises") by lease agreement beginning July 1, 2015 (the "Lease");

WHEREAS, the COUNTY subleased from the CITY office space at the Premises by sublease agreement beginning on July 1, 2023 (the "Sublease");

WHEREAS, the CITY and COUNTY both desire to obtain Security Services at the Premises and wish to share Costs associated with providing said Services;

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 Security Services in accordance with the terms and conditions hereinafter set out; and

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 from September 3, 2024 to June 30, 2025, unless terminated pursuant to the terms herein.
- 2. Definitions.** For the purposes of this Agreement, the following shall apply:
 - a. Premises shall mean the real property and building located at 2301 W. Meadowview Rd. Greensboro, North Carolina 27407.
 - b. Security Services shall mean the services contracted by the CITY for providing security and protection at the Premises.
 - c. Costs shall mean the contracted expenses associated with providing Security Services at the Premises.
- 3. Sharing of Costs.**
 - a. The CITY shall be responsible for procuring and contracting with a qualified third-party provider ("Contractor") for the provision of Security Services at the Premises ("the Security Contract").
 - b. COUNTY shall have the right to review and approve the Security Contract, including but not limited to its cost provisions, which approval must be in writing and shall not be unreasonably withheld.
 - c. Subject to Paragraph 3.b., upon execution of the CITY's agreement with Contractor, the COUNTY agrees to equally share the Costs of the Security

Services with the CITY. For informational purposes, the COUNTY and CITY's estimated expenses under this agreement are approximately \$1,966.67 per month each.

- d. The COUNTY shall make monthly payments to the CITY for its respective share of the Costs within thirty-days (30) after receipt of a correct invoice detailing the Costs incurred.
- e. In the event of any unforeseen circumstances, or changes that result in adjustments to the total Cost of Security Services, the Parties shall promptly meet and negotiate in good faith to determine any necessary adjustments to their respective cost-sharing obligations.

4. Liability.

- a. The CITY shall handle all claims arising out of the performance of the Security Services in accordance with the terms of the Security Contract.
- b. The COUNTY shall not be responsible for any liabilities arising out of the performance of the Security Services, including but not limited to claims for personal injury, property damage, or other losses caused by the Contractor's actions or omissions.
- c. Except with respect to their respective contractual obligations to each other under this Agreement, CITY and COUNTY reserve all defenses and immunities, including governmental immunity, which might apply to claims against either of them or their officers, agents, and employees, resulting in whole or in part from security provided or not provided at the Premises.

5. Termination.

- a. This Agreement shall continue in effect until terminated by either Party upon thirty-days (30) written notice to the other Party.
- b. This Agreement shall automatically terminate in the event the CITY's Lease, COUNTY's Sublease expires or terminates.
- c. This Agreement shall automatically terminate in the event the Security Contract expires or is terminated without a new Security Contract immediately replacing it.
- d. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach of any provision of this Agreement by the other party, unless such breach is cured ten (10) days after receipt of written notice of the breach.
- e. Upon the date of termination (or upon evacuation from the premises as described below), COUNTY shall no longer be responsible for shared Costs of Security Services. COUNTY shall pay its share of Costs for Services provided as of the date of termination (or as of the date of its evacuation from the Premises in the event COUNTY's Sublease expires or terminates prior to the Security Contract) within thirty (30) days after receipt of a correct invoice detailing the Costs incurred; similarly, amounts paid in advance by COUNTY, if any, for Costs of services provided after the date of termination will be promptly refunded to COUNTY by the CITY within thirty (30) days of the date of termination of this Agreement.

6. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- b. This Agreement may be amended or modified only by a written consent executed by authorized representatives of both parties.
- c. 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.
- d. CITY and COUNTY are the only intended beneficiaries of this Agreement. There are no third-party beneficiaries.