

Exhibit D: Memorandum of Agreement

This Memorandum of Agreement (hereinafter “MOA”) is formally entered into by and between the City of Greensboro (hereinafter “GSO” or “Licensor”) and Guilford County (hereinafter “the County” or “Licensee”), collectively referred to as the “Parties.”

The purpose of this MOA is to outline the relationship between GSO and the County, and the process for how services will be developed and provided at the Windsor Chavis Nocho Community Complex located at 1601 E. Gate City Blvd, Greensboro, North Carolina 27401 (hereinafter “WCNCC” or the “Facility”).

The Parties to this MOA agree and understand that the provisions for shared use of the WCNCC is dependent and contingent upon the allocation and availability of funds as provided by the County.

A. License

1. **License.** GSO hereby grants to the County, and the County hereby accepts, a license (hereinafter the "License") to use and occupy the Licensed Area (Licensed Area is outlined in Exhibit E as “First Floor County Program Areas and Support Zones” which is incorporated herein by reference) for the purposes hereafter provided for the License Period. The County and its employees, agents, and invitees are, except as otherwise specifically provided in this MOA, authorized to use (for their intended purpose) all other areas in and about WCNCC which are used in common with others, such as lobbies, hallways, elevators, stairways, restrooms, delivery areas, and parking areas (collectively, the "Common Areas"), subject to the City of Greensboro rules and regulations for operations. The Parties do not intend to create a lease or any other interest in real property for the County through this MOA, and the Parties only intend to create a license for a period of ninety-nine (99) years from the date of this agreement (hereinafter the “License Period”) unless otherwise terminated by the Parties.

Without additional charge, during the License Period, The County shall have the right to use GSO's furniture, fixtures, and furnishings as is identified on Exhibit A which shall be located in the Licensed Area on the Commencement Date (as defined in Section 2)] ("GSO's Personal Property"), to be returned to GSO on the Expiration Date or earlier termination of the License Period pursuant to the terms and conditions of this MOA. Throughout the License Period, The County shall properly maintain the furnishings and building access area, take good care of the Licensed Area and the GSO's Personal Property as further described in paragraphs (4) and (5) of this section .

2. **License Fee.** The County’s Fifteen Million Dollar (\$15,000,000.00) contribution to the construction of the new Windsor Chavis Nocho Community Complex building located at 1601 E. Gate City Blvd and shall serve as the one time License Fee during the term of this MOA.

3. **Access.** Licensee, its employees, contractors, and agents shall have the right of access to the Licensed Area and Common Areas pursuant to the GSO’s building operation with card access provided for the Gorrell Street entrance and to the County staff area; provided, however, Licensor, its employees, contractors, and agents shall also at all times have access

to the Licensed Area, no consent of the Licensee being required for any such access at any time.

4. **Repairs.** Throughout the License Period, Licensee shall take good care of the Licensed Area and the furniture, furnishings, fixtures, and appurtenances therein. Licensee shall also be responsible for the cost to repair any damage to the Licensed Area, except for damage from the elements, fire, or other casualty to the Property. Licensee shall not be responsible for the negligence or intentional misconduct of Licensor, or its agents or employees. Licensor shall not be responsible for the negligence or intentional misconduct of Licensee, or its agents or employees. Licensee shall be responsible for damage caused by clients being serviced by Licensee.

Licensor shall make all necessary structural and other repairs to the Licensed Area to keep the Licensed Area in operable condition. These repairs shall include furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. Upon discovery of any necessary repairs, the Licensee shall immediately notify the Licensor to request repair. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement. Licensor will carry appropriate property insurance or self-insurance coverage and Licensee will carry an appropriate insurance policy or self-insured coverage for any equipment that is not personal property of the Licensor including but not limited to computers, phones, exam room equipment, printers and scanners, etc.

5. **Damage and Destruction.** Neither Licensor nor Licensee shall have any responsibility to the other or their respective agents, contractors, tenants, or other invitees in the event of any damage to or theft or loss of any equipment or property of the other party and the party incurring such damage, theft, or loss shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any such damage, theft, or loss.

If all, or a portion, of the Licensed Area is destroyed or damaged by fire, storm, lightning, earthquake, or other natural disaster that renders the Licensed Area unusable, Licensor shall, subject to the following provisions of this Section, promptly proceed after adjustment of the insurance loss (if any) to repair such damage and restore the Licensed Area (but not Licensee's installed property and equipment therein) to the condition existing prior to such damage.

B. Approved Joint Activities

GSO and the County agree to adopt the following approved activities per this MOA:

1. Facility Collaboration.

- a. Commitment to collaboration on services development, and infrastructural planning regarding space usage.
- b. Information Technology collaboration between GSO and County within the Facility to ensure safe, reliable IT services and capacity.

- c. Development of liaison capabilities between GSO and County.
- d. GSO will provide the necessary infrastructure hookups, however, all network connections, computer infrastructure, and Wifi network access shall be the responsibility of the County to provide.
- e. The Facility will incorporate video streaming capabilities for offsite Council and Commissioners meetings. The County and GSO will coordinate availability for the County to utilize the identified multipurpose room on the first and/or second floors in WCNCC.
- f. In keeping in the spirit of the space planning, all appropriate reservation system processes implemented by GSO shall be followed by the County for utilization of shared spaces, as defined in paragraph 2(a) herein.. Final discretion to reserve space at the Facility shall be solely with the WCNCC Facility Manager.

2. Space Usage Collaboration.

- a. Shared space is a common area that is available for use by more than one person, occupant, or lessee of the Facility.
- b. County may create public-facing site space within the welcome desk area of the Facility, for Guilford County employee(s) to facilitate navigation services. Notwithstanding the foregoing, nothing herein should be construed to create a staff position. All County positions shall be duly authorized by the Guilford County Board of County Commissioners.
- c. The County shall have use of three (3) cubicles, an intake room, and an exam room space to assist individuals with core County safety net eligibility services including but not limited to Medicaid, Food and Nutrition Services (FNS), Women, Infants, and Children services (WIC), Work First, and Emergency Assistance as outlined in Exhibit E.
- d. The County shall be responsible for providing and maintaining all equipment necessary to fulfill their provided services at WCNCC. This includes but is not limited to computers, printers, copiers, phones, infant scales, portable stadiometers, adult digital scales, infant measuring boards, freestanding digital stadiometer and signage to meet regulatory requirements.
- e. The County may have use of shared space at the WCNCC at no rental cost for the duration of this MOA. The County shall be authorized to use the Teaching Kitchen, all open programming space, and the covered outdoor areas at the Facility to develop and execute community centered programming offered by Guilford County. Programming/space utilization will be done in coordination with GSO and will utilize a program planning process and space reservation system for spring,

summer and winter programs through coordinated collaboration. Community centered programming may include but is not limited to:

- i. Educational classes offered by Public Health and Cooperative Extension around wellness, exercise, and health and nutrition.
 - ii. Operation of food security related programs such as food distribution, which shall occur outside of the Facility and be coordinated with GSO for existing events and necessary traffic coordination.
- f. All shared usage of space for Guilford County activities at WCNCC, including those undertaken by the Guilford County Center of NC Cooperative Extension, shall be at no cost to the County for the duration of this MOA unless performed by an outside partner or agency which rental rates will be applied.
- g. The Parties shall collaborate to determine the best available space for utilization by County. However, GSO shall have final discretion regarding the reservation of space within the Facility for use by the County.

3. Service Navigation Collaboration.

- a. The Parties may engage in service navigation collaboration for the purpose of improving access to city and county services at the facility
- b. In the event Guilford County creates a position for navigation services, such duties shall include the following:
 - i. Conduct navigation with clients, which includes information and referrals to government and community resources based on a whole person of care approach. Set appointments for clients seeking onsite services.
 - ii. Provide screening and triage for crisis intervention services as needed.
 - iii. Provide outreach, education, and presentations to the community, when requested.
 - iv. Collaborate with community partners on outreach efforts to coordinate services for individuals needing assistance with community services.
 - v. Develop creative opportunities to reach community audiences and share information about community, City, and County services.
- c. The Parties hereto shall commit to cross training the appropriate WCNCC staff, as mutually identified by the Parties, on County/City services and resources as a part of employee onboarding.
- d. GSO and the County will partner to provide an annual refresher training on GSO and County services and resources to all Guilford County staff working at the WCNCC Facility and any GSO staff working at the WCNCC Facility identified by GSO as needing to attend this training.

- e. The financial cost for any potential cross-training and community outreach collaboration between GSO and Guilford County shall be shared equally between the Parties.
- f. Coordination on joint marketing efforts for services and programs will be completed through a marketing liaison identified by GSO and the County. For the marketing of County events or programs, the County will be responsible for staffing and providing incentive or informational items as needed. The County and GSO will review further enhancements on marketing efforts for WCNCC and develop appropriate cost sharing for larger marketing campaigns such as print and multimedia or for joint events or programs.
- g. GSO and the County agree that for any joint marketing efforts, the use of each individual Party's logos may be utilized. The usage of logos will be at no expense to either party but shall be approved, in writing, by a marketing liaison for each party.

4. Data Sharing Collaboration.

- a. Data collection efforts may include but not be limited to:
 - i. Attendance and visitation data for the WCNCC Facility.
 - ii. Number of program participants, sectioned by programs engaged and services initiated.
 - iii. Number of unduplicated inquiries, sectioned by program or service, made of navigators at the Facility.
 - iv. Number of referrals made, sectioned by program or service, made by navigators at the Facility.
 - v. Demographics of program participants, including age, employment, and current housing status to the extent this information is collected.
 - vi. WiFi and computer usage at the WCNCC shall be under the control and policies of the Greensboro Public Library and GSO Information Technology Department.
- b. Data will be shared between GSO and the County on a monthly basis in accordance with the Data Use Agreement outlined in Section D of this MOA.
- c. GSO and County staff identified as the point of contact during operation will meet on a quarterly basis to discuss collaboration at WCNCC .
- d. The financial cost of all data sharing activities shall be shared equally between GSO and the County for the duration of this MOA.

Through this collaboration, both the County and GSO agree to create a unified WCNCC dedicated for both indoor and outdoor recreation and learning spaces; engage with each other to establish new programming; ensure a diverse, equitable, and inclusive environment exists and is fostered

by all staff and center partners and participants; and to remain a beacon of hope and safety for all community residents through use of the Facility.

C. Data Use Agreement.

1. Purpose. Community engagement and enrichment services are a part of a larger mission of Guilford County to build and operate an integrated service delivery network using integrated data services (IDS) to achieve the following:

- a. Use data to drive and evaluate stakeholder initiatives and measure collective competence;
- b. Conducting population-based activities relating to improving healthy habits or reducing negative impacts on the community; and
- c. Assist the County and partners in understanding the often overlooked disconnects and deficiencies in service as related to our population.
- d. Data standardization is critical for IDS, because it allows for comparison of similar data across sources within an IDS, as well as uniformity in the definition of variables across IDS when interested in cross site comparisons. To this end, Guilford County requires that a standard set of data elements be made available from the Windsor Chavis Nocho Community Center provider (City of Greensboro). This agreement establishes the standard terms and conditions under which Guilford County (the Data Recipient) shall acquire and use the defined Limited Data Set (LDS) from the City of Greensboro (the Data Provider).

2. Definitions.

- a. “Data Element”: Data Element is defined as information that has been recorded on individuals who have had an encounter at a particular data-sharing agency.
- b. “Person”: For purposes of this limited data set Person is defined as a patient that receives services at the Facility.
- c. “Encounter”: An encounter is defined as any time where a Person is provided services.
- d. “Disclosure” means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
- e. “Use” means the sharing, employment, application, utilization, examination, analysis, canonization, or commingling with other information.
- f. “Limited Data Set” is protected health information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: Names; Postal address information, other than town or city, State, and zip code; Telephone numbers; Fax numbers; Electronic mail

addresses; Social security numbers; Medical record numbers; Health plan beneficiary numbers; Account numbers; Certificate/license numbers; Vehicle identifiers and serial numbers, including license plate numbers; Device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; Biometric identifiers, including finger and voice prints; and Full face photographic images and any comparable images.

- g. "Protected Health Information" means Individually Identifiable Health Information that is (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g(a)(4)(B)(iv). "Individually Identifiable Health Information" means a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse and (ii) relates to the past, present or future physical or mental health or condition of an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify an Individual.

3. Purpose of Activities. Data Recipient will only use or disclose the LDS information for the purpose contributing to the stated goals of IDS outlined above.

4. Data to be Shared. Data Provider agrees, to the extent this information is collected, to provide the Data Recipient with a Limited Data Set, which means that all direct client identifiers have been removed, except those identifiers which are requested in the limited data set. Data provider shall make available in a machine-readable format (e.g. csv) encounter-level information.

5. Privacy and Security Obligations of Data Recipient.

- a. Use or Disclosure of LDS. Data Recipient shall not use or disclose the LDS received from Data Provider in any manner is not specifically authorized by this Agreement or that would constitute a violation of federal law, specifically the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions ("HIPAA Standards") and North Carolina state law. Data Recipient shall ensure all directors, officers, employees, contractors, and agents use or disclose the LDS in accordance with the provisions of this agreement and federal and state law. Data Recipient must obtain specific authorization in the form of another written Data Use Agreement to use or disclose the information disclosed by Data Provider for any purpose other than that specifically authorized herein.

- b. **Minimum Necessary.** Data Recipient represents that the LDS contains the minimum necessary information to accomplish the purpose identified.
- c. **Safeguards Against Unauthorized Use or Disclosure of LDS.** Data Recipient agrees to implement all safeguards appropriate to prevent the unauthorized use or disclosure of the LDS.
- d. **Reporting of Unauthorized Use or Disclosure of LDS.** Data Recipient shall report in writing any unauthorized use or disclosure of the LDS not provided for in this Agreement within five (5) working days of becoming aware of an unauthorized use or disclosure. Data Recipient shall take immediate steps to stop the unauthorized disclosure and cure the breach of confidentiality.

D. Agreement Specifications

- 1. Nature of Relationship between GSO and County.** County is being allowed to provide services, and have select access to workspace within the WCNCC. County is not being retained by GSO to provide services, and is thus not entitled to any payments for services provided at the WCNCC by the County. The County has agreed to support the construction costs for the WCNCC, and upon execution of such agreement, the County will be allotted workspace within the WCNCC for Guilford County staff to provide services to the greater Guilford County community.
- 2. No Authority.** The Parties agree and acknowledge that neither party is an employee or agent of the other. GSO has no authority to obligate the County by contract or otherwise, and the County has no authority to obligate GSO by contract or otherwise for work services to be provided or performed within the WCNCC.
- 3. No Joint Venture.** The Parties hereto, in the performance of this MOA, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees, volunteers, or agents of one party shall not be deemed or construed to be the employees, volunteers, or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
- 4. Indemnification.** The County does hereby agree to indemnify and save harmless GSO its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, caused by the sole negligence of the County, its agents or employees, or as a result of work performed pursuant to this MOA. GSO does hereby agree to indemnify and save harmless the County, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, caused by the sole negligence of GSO, its agents or employees, or as a result of work performed pursuant to this MOA. Nothing contained herein shall be construed to be a waiver of either party's governmental immunity, sovereign immunity,

public official immunity, qualified immunity or any other defense which may be applicable to the defense of any claim, action, lawsuit of demand from any third party arising from or in connection with the activities contemplated in or by this Agreement.

5. **Compliance with Laws.** Each party will comply with all laws, ordinance, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority.
6. **Terms of MOA.** This MOA shall commence upon execution of the aforementioned contract between GSO and the County and will be in effect until June 30, 2123.
7. **Warranties.** Except as set forth in this license agreement, the parties do not make any warranties, express or implied, with respect to this license agreement, the licensed area, or the real or personal property or property interests, including the warranties of merchantability or fitness for a particular purpose.
8. **Notice.** At any time, notice is required under this MOA, it shall be made by a written communication as specified herein.

To City of Greensboro:
Nasha McCray, Assistant City Manager
City of Greensboro
300 West Washington St, Greensboro, NC 27402
(336) 373-2002

To Guilford County:
Michael Halford, Guilford County Government
ATTN: County Manager's Office
301 W. Market St.
Greensboro, NC 27401

9. **No Waiver.** Nothing contained herein is intended to be a waiver in any respect whatsoever of GSO's or the County's right to assert under any circumstances whatsoever its claims of governmental and/or financial immunity from any liability or damages asserted against it by any natural person or entities created by law.
10. **Choice of Law & Venue.** This MOA shall be governed by and construed in accordance with the substantive laws of the State of North Carolina without regard to choice of law principles and all disputes shall be subject to the jurisdiction of Guilford County, North Carolina.
11. **Modification of Terms.** The terms outlined above may be modified in particular instances provided that such modification is agreed to in writing specifically denominated as a modification hereto and signed by the Parties.

12. Termination. Either party, in its sole discretion, may terminate the MOA in whole or in part if GSO determines that said termination is in its best interest. Any such termination shall be affected by the delivery to the non-terminating party of a written notice of termination ninety (90) days before the effective date of the termination. In the event of termination by GSO under this Section, all obligations of either party which remain unexecuted are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. At the time of termination, the County shall promptly deliver to GSO all services, goods, items and documents for which GSO has paid under this Agreement but which have not been delivered as if this Agreement had not been terminated. GSO shall pay in full for all goods, services completed, and expenses incurred by the County up to and until the time of termination. In the event GSO terminates this Agreement prior to the expiration of this license term, GSO shall refund to the County a pro rata share of the County's Fifteen Million Dollar grant used to construct the Facility. The pro rata share shall be equal to \$151,515.15 for each year remaining on the Agreement. Said payment shall be made within 180 days of termination of the Agreement. Notwithstanding the foregoing, this termination provision is secondary to Article VIII of the Agreement. Further nothing contained in this section shall prohibit termination of the Agreement in accordance with Article VII of the Agreement.

Exhibit E: First Floor County Program Areas and Support Zones

WINDSOR CHAVIS NOCHO COMMUNITY COMPLEX

FIRST FLOOR

(NORTHEAST QUADRANT / PARKING ENTRY)

COUNTY PROGRAM AREAS AND SUPPORT ZONES

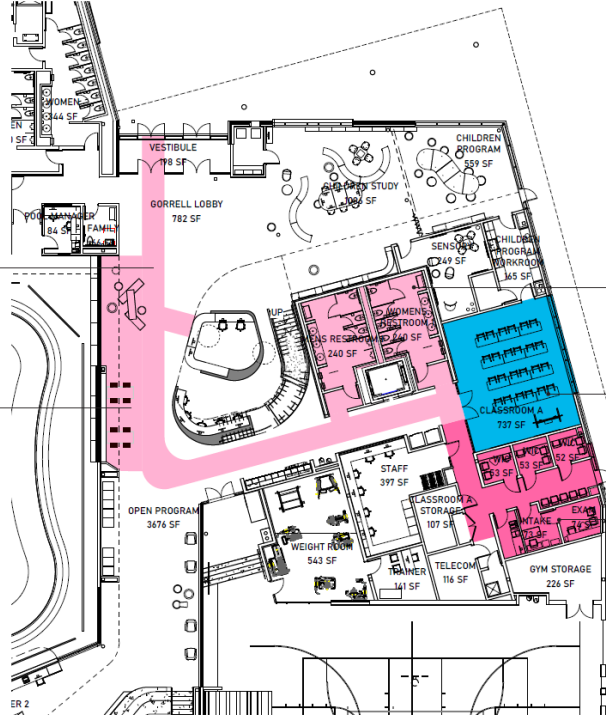
CIRCULATION FROM ENTRY TO COUNTY SPACE
798 SF

LOUNGE/SEATING
408 SF

RESTROOMS
677 SF
(TO MIDPOINT OF INTERIOR WALLS)

CLASSROOM A
784 SF
(TO MIDPOINT OF INTERIOR WALLS AND OUTSIDE FACE OF EXTERIOR WALLS)

COUNTY PROGRAM SPACES
790 SF
(TO MIDPOINT OF INTERIOR WALLS AND OUTSIDE FACE OF EXTERIOR WALLS INCLUDING CORRIDOR AS SHOWN)



WINDSOR CHAVIS NOCHO COMMUNITY COMPLEX

NOT TO SCALE
2024.06.21