

GUILFORD COUNTY CONTRACT NO. 90006240

"ARPA Enabled" Project
Agreement
Between
Guilford County, North Carolina
and
City of Greensboro

Article I. Overview.

Section 1.1. Parties. The parties to this Agreement are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina ("the County") and The City of Greensboro., a body politic and political subdivision of the State of North Carolina, ("GSO").

Section 1.2. Source of Funding. This Agreement is funded by General Funds of Guilford County.

Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Awardee from Guilford County.

Section 1.4. Term. This Agreement shall govern the performance of the parties for the period November 1, 2024 (the "Effective Date") through April 30, 2027 ("Expiration Date"), unless earlier terminated by either party in accordance with the terms of this Agreement ("Agreement Term").

Section 1.5. Guilford County's Obligations Contingent on MOA with the City of Greensboro. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the execution of the Memorandum of Agreement (MOA) between The City of Greensboro and Guilford County, as seen in Exhibit D (Memorandum of Agreement). The MOA outlines the relationship between the County and GSO and the process for collaborative work between Guilford County and GSO. If the MOA is terminated between GSO and the County, Guilford County may terminate this Agreement.

Section 1.6. MWBE. Guilford County Minority/Women Business Enterprise Department (MWBE) will work with the City of Greensboro MWBE to develop an MWBE Participation Plan that will become an amendment to the contract upon approval of agreement.

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit A (Approved Activities).

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit B (Approved Budget).

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed **\$15,000,000.00 (fifteen million and 00/100 dollars)** (“Total Agreement Funds”), with no annual limit subject to the entirety of the approved budget. The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the goods and/or services as set out herein and in Exhibit A, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim. If any invoices are disputed by the County for any reason, including lack of supporting documentation, the County shall notify GSO of the dispute and request clarification or remedial action. If the reimbursement claim is still disapproved, Guilford County shall notify Awardee as to the disapproval. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Appropriation. This Agreement is subject to annual appropriation of funds by the Guilford County Board of County Commissioners or other funding source, pursuant to N.C.G.S. 153A-13 and 159-13(b)(15).

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement in accordance with generally accepted accounting principles and practices. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford

County and/or required by applicable federal or state laws or regulations. Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement. All books and records shall be made available for audit or evaluation by Guilford County or its designee(s) upon request during regular business hours of the Awardee.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit A; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or after the earlier of the Expiration Date, the last day of the Agreement Term, or the date of any earlier termination of the Agreement.

Section. 4.3. Financial and Other Reports. Each year of this Agreement, Awardee shall submit to Guilford County the following reports and back-up data in accordance with the following schedule, which may be amended from time to time:

1. ARPA Enabled Project Expenditure Report, in a County approved format, with the allocation and expenditure of funds for services and activities performed during the previous quarter under this Agreement; and
2. ARPA Enabled Project Performance Report, in a County approved format, indicating goals, objectives, and performance outputs and outcomes achieved during the previous quarter under this Agreement; and
3. Copies of all invoices documenting that payments were made for allowable purposes according to the Allowable Activities designated in Exhibit A; and
4. At the conclusion of the Agreement Term, a Summary Performance Report to the County that reports on all program activities including a summary of the accomplishments of stated goals and objectives.

DEADLINES

October 10

January 10

April 10

July 10

PERIOD OF PERFORMANCE

July 1 – September 30

October 1 – December 31

January 1 – March 31

April 1 – June 30

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.4. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee,

shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. If any item of expenditure is disputed for any reason, including lack of supporting documentation, the County shall notify GSO of the dispute and request clarification or remedial action. The Awardee shall be permitted to submit evidence of the appropriateness of any payment pursuant to the terms of this Agreement for consideration by Guilford County. If a payment is still deemed improper the County's decision shall be final. There is no appeal process This provision shall survive the expiration or termination of this Agreement.

Section. 4.5. Audits and Access to Records. The Awardee 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 Awardee's fiscal year end. A copy of the financial records and operations of the Awardee shall be provided at the County's discretion. The County shall be entitled to audit the financial records and operations of the Awardee. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.6. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date, the last day of the Agreement Term, or the date of any earlier termination of the Agreement. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and

practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Equal Opportunity & Other Requirements. To the extent applicable, Awardee shall comply with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 5.3. Federal Funding & Uniform Guidance. The Parties acknowledge that the source of the funds to be provided by Guilford County under this Agreement is Guilford County general funds, as stated in Section 1.2, and not federal funds. Nonetheless, the Awardee agrees that, if it utilizes federal funding in the performance of this Agreement, the Awardee shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders

12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

Section. 5.4. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section 5.5. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, and agreements and may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County is specifically permitted to monitor and evaluate progress in its discretion. Guilford County may require Awardee to take corrective action if deficiencies are found. Notwithstanding the foregoing, Awardee shall remain responsible for complying with and adhering to all local, state, and federal laws, agreed upon timelines including requirements for building and completion of the project.

Section. 6.2. Awardee Responsibilities.

- a. Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- b. Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County and the North Carolina State Auditor. Awardee agrees to ensure to the extent possible the

cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention pursuant to the Guilford County ARPA Subaward and Monitoring Policy.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (2) More frequent or more thorough reporting by the subrecipient
- (3) More frequent monitoring by the [County/City/Town/Village]
- (4) Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by subrecipient
- (2) Disallowing payments to subrecipient
- (3) Requiring repayment for disallowed cost items
- (4) Imposing probationary status on subrecipient

Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to subrecipient
- (2) Nonrenewal of funding to subrecipient in subsequent year
- (3) Terminate funding to subrecipient in the current year
- (4) Initiate legal action against subrecipient

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North Carolina State Auditor, and any other authorized oversight office.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit C (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after (30) thirty days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination Either party may terminate this Agreement for their convenience by the delivery to the other party of a written notice of termination ninety (90) days before the effective date of the termination. The Parties shall then draft and execute a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.3. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.4. Breach. If, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than thirty (30) days after Guilford County has notified Awardee of such breach, in addition to the right to terminate the Agreement upon notice to Awardee, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any

payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and each of its officers, agents and employees, from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims). This provision shall survive the expiration or termination of this Agreement.

Section 8.2. Guilford County Liability Insurance Requirements.

Workers Compensation: Awardee agrees to require all contractors to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

Commercial Professional Liability: Awardee does hereby agree to require all contractors to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

Business Auto Liability: To the extent it's applicable, if contractors own, lease, or otherwise maintains vehicles as part of its service delivery, Awardee does hereby agree to require they maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

Commercial General Liability: Awardee does hereby agree to require all contractors to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

Underwriting, Additional Insured, and Cancellation Notice Requirements: All insurance shall be written by companies with an AM Best rating “A” or higher. Guilford County shall be named as an additional insured on Awardee insurance policies, which shall be primary and not contributory to any other insurance that may be available to the County. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by Awardee and Guilford County. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage.

Cyber Insurance. As applicable and in Guilford County’s sole discretion, Awardee shall require contractors to maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000.00. Such insurance shall be maintained in force at all times during the term of the Agreement.

Maintenance of Insurance Coverage & Renewal Documentation: Awardee shall provide proof of self-insurance as required by County at any time. Current, valid proof of self-insurance meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the County at the address listed in Exhibit C no less than thirty (30) days prior to any expiration date. Upon the County’s offer of award of this Agreement, Awardee will provide Certificates of Insurance for meeting the required insurance provisions Awardee shall provide proof of self- insurance certificate to the Guilford County Purchasing Department upon execution of this Agreement.

In the event Awardee fails to maintain and keep in force for the duration of this Contract the insurance required herein, the County may cancel and terminate this Contract without notice. The insurance policies must remain in effect during the term of this Agreement.

It is understood and agreed between the Parties that each person performing services under the Agreement on behalf of the Awardee shall be covered by the Awardee for all acts, omissions, injuries, or other liabilities occurring during the performance of the services. Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and will perform this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. Awardee and its subcontractors will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. 143-129(j) and N.C.G.S. Chapter 64, Article 2, regarding E-Verify. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina

General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:

Guilford County Government
Michael Halford
ATTN: Pandemic Recovery Office
301 W. Market St.
Greensboro, NC 27401

(b) If to the Awardee:

Shawna Tillery
Planning and Project Development Manager
Greensboro Parks and Recreation
301 S. Greene Street, Suite 300, Greensboro, NC 27401

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

Section 8.12 Interlocal Agreement.

In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by Awardee's and Guilford County's governing boards. Awardee shall employ or contract for the services of all personnel needed to carry out the Approved Activities. Unless provided to the contrary by more specific provision elsewhere in this Agreement, Guilford County's reimbursements to Awardee under this Agreement shall not cause Guilford County to acquire ownership in any property acquired by Awardee with the reimbursed funds and ownership of such property shall remain with Awardee.

GUILFORD COUNTY

Michael Halford Date
Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

[Awardee and successor]

Date

ATTEST:

Date

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

Don Warn
Guilford County Chief Finance Director

Date

Exhibit A: Approved Activities

Background

In 2016, Greensboro residents approved a bond referendum for \$2 million to launch an innovative design approach led by the Greensboro Parks and Recreation Department (GPR) and Greensboro Public Library (GPL) to create a unique, "one-stop" facility and destination that merges and offers residents convenient and equitable access to recreation, health/wellness, library, and other government supportive services. The Windsor Chavis Nocho Community Complex demonstrates the evolution of government support and access by embedding these services directly within the community.

In 2018, a design firm was hired, and community-based input was used to shape a vision for lifelong learning and access to wellness, government, and other supportive services in a sustainable, interactive, and flexible destination that celebrates a natural learning environment responsive to the changing needs of the community. In 2020, key community stakeholders and over 4,000 residents were involved in the selection of programming and design concepts for the project.

The three facilities included in the project – Windsor Community Recreation Center, Vance H. Chavis Lifelong Learning Branch Library (formerly Carnegie Negro Library), and Nocho Park - have been vital components of their neighborhoods for decades and have served as centers for literacy and learning, recreation, and engagement for the local residents, their families, and the surrounding communities. Nocho Park was considered the premier historic neighborhood for middle-to-high income black residents in east Greensboro and was established in 1923. Vance H. Chavis Lifelong Learning Branch Library traces origins back to the mid-1920's as the Carnegie Negro Library and is one of the oldest branches in the Greensboro Public Library system. The original Windsor Recreation Center opened in 1937 and at the time, was recognized as "one of the best Negro recreation centers in the south," according to historian Ethel Stephens. The Windsor Chavis Nocho Community Complex incorporates and honors this history while being transformational in concept, engagement, design, and operation for future generations.

The impact for the area where the complex will be located is not only innovative for the City and County, but for the United States. The community hub concept of service delivery provides Greensboro the opportunity to truly be resident driven bringing together community services into a one touch access point. The National Recreation and Park Association – the nation's leading nonprofit organization dedicated to advancing local parks, recreation and environmental conservation efforts that enhance the quality of life for all people – believes that parks and recreation, libraries and other community-based institutions are vital, upstream solutions that directly improve the conditions where people live, learn, work and play.

Funded Activities

Funding covered by this agreement will be used to support the next phase of the project which includes design and construction of the new Windsor Chavis Nocho Community Center (WCNCC) located at 1601 East Gate City Blvd, including indoor and outdoor facility space, as agreed to per design, scope, and structure as presented to the County.

This project will be successful through implementation of plan design, construction, and completion of the facility. As project timelines and milestones are developed by the City of Greensboro and/or contracted parties for this project, the information will be shared with Guilford County for the purpose of monitoring progress for this agreement.

Billing Process

This is a cost-reimbursable agreement. Invoices will be submitted to the County by the 15th day of the month following period of activity by the City of Greensboro. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to City of Greensboro will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers
- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement

Exhibit B: Approved Budget

Consult Guilford County's Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

<u>REVENUES</u>		Total Revenue
Guilford County General Funds	\$	15,000,000.00
<u>Budget Cost Categories</u>		Total Expenditures
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	
5. Supplies	\$	
6. Contractual Services and Subawards	\$	
7. Consultant (Professional Service)	\$	
8. Construction	\$	15,000,000.00
9. Occupancy (Rent and Utilities)	\$	
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Easement and Legal	\$	
15. Total Costs Guilford County General Funds	\$	15,000,000.00
<u>MUST EQUAL REVENUE TOTALS ABOVE</u>		

Exhibit C: Key Personnel

Guilford County INFORMATION	
Administrative Address:	301 W. Market Street Greensboro, NC 27401
Invoice Address:	301 W. Market Street Greensboro, NC 27401
Project Manager Name:	Abby Gostling
Project Manager Title:	Manager of Special Projects
Project Manager Email:	agostling@guilfordcountync.gov
Project Manager Phone:	336-641-6987
Fiscal Officer Name:	Donald Warn
Fiscal Officer Title:	Chief Finance Officer
Fiscal Officer Email:	dwarn@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-3949

AWARDEE INFORMATION	
Administrative Address:	301 S. Greene Street, Suite 300, Greensboro, NC 27401
Invoice Address:	301 S. Greene Street, Suite 300, Greensboro, NC 27401
Project Manager Name:	Shawna Tillery
Project Manager Title:	Planning and Project Development Manager
Project Manager Email:	Shawna.Tillery@greensboro-nc.gov
Project Manager Phone:	(336) 373-7808
Fiscal Officer Name:	Marlene Druga
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Marlene.Druga@greensboro-nc.gov
Fiscal Officer Telephone:	336-373-2094

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.

5. 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.

6. **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.

7. 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

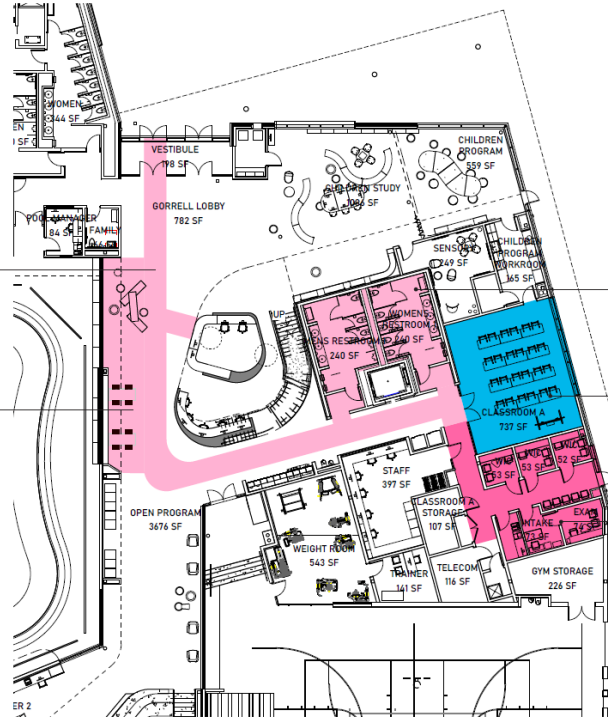
CIRCULATION FROM ENTRY TO COUNTY SPACE
798 SF

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