

# GUILFORD COUNTY CONTRACT NO. 90006949

"ARPA Enabled" Project  
Agreement  
Between  
Guilford County, North Carolina  
and  
Town of Pleasant Garden

## Article I. Overview.

**Section 1.1. Parties.** The parties to this agreement ("Agreement") are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina ("Guilford County") and Town of Pleasant Garden, a North Carolina municipal corporation ("Awardee").

**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 an award allocated to the Awardee from Guilford County.

**Section 1.4. Term.** This Agreement shall govern the performance of the parties for the period October 1, 2024 (the "Effective Date") through December 31, 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 Awardee Agreement with City of Greensboro.** The payment of funds to Awardee under the terms of this Agreement shall be contingent on the execution of an interlocal agreement between the Town of Pleasant Garden and the City of Greensboro that outlines the relationship between Pleasant Garden and Greensboro, the process for implementation of this project as described in Exhibit A, and the provision of water resources to the locations served by this project. If the agreement is terminated between Pleasant Garden and Greensboro, Guilford County may terminate this Agreement.

The parties acknowledge the execution of said interlocal agreement, styled "Interlocal Cooperation Agreement for Water and Sewer Services," dated 15 August 2024, executed nunc pro tunc 3 September 2024.

## 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 provide Awardee an initial two hundred twenty thousand (\$220,000.00) following full execution of this Agreement to allow Awardee to maintain a source of funds from which to pay for activities that are within the scope of this Agreement (“Initial Payment”). The Initial Payment must be used in accordance with the Approved Budget and Approved Activities. It is subject to all requirements of this Agreement except that it will be paid in advance of an invoice. Any portion of the Initial Payment that remains unspent at the earlier of the Expiration Date, the last day of the Agreement Term, or the date of any earlier termination of the Agreement shall be promptly repaid to Guilford County. Following the Initial Payment, 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 five million five hundred thousand (\$5,500,000.00) (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities 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 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 services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim for cause. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. Nothing contained herein is to be construed as a prohibition on Awardee from resubmitting the reimbursement claim for consideration by the County with satisfactory documentation for reconsideration. 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 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.** Awardee shall submit to Guilford County the following reports and back-up data in accordance with the following schedule for calendar years 2024-2027, which may be amended from time to time:

- (1) ARPA Enabled Project Expenditure Reports, submitted quarterly 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 Reports, submitted quarterly 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.

<u>QUARTERLY REPORT DEADLINES</u>	<u>PERIOD OF PERFORMANCE</u>
October 10	July 1 – September 30
January 10	October 1 – December 31
April 10	January 1 – March 31
July 10	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. 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 data of the Awardee to the extent permitted by law. 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 or public enterprise 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 may require Awardee to take corrective action if deficiencies are found. For clarity, Guilford County does not have the right to control the manner in which Awardee's agents and employees perform the obligations required of Awardee under this Agreement, Awardee retaining full control over its agents and employees, but Guilford County does have the right to require compliance with this Agreement by Awardee and to take those actions authorized by this Agreement in the event of non-compliance.

### **Section. 6.2. Awardee Responsibilities.**

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities related to this Agreement, 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.

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.

**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 three 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 by Mutual Agreement.** Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through 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.**

**Commercial Professional Liability:** Awardee does hereby agree 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.

**Cyber Insurance.** Awardee shall 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.

**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.

**Maintenance of Insurance Coverage & Renewal Documentation:** Awardee original insurance policies or certified copies of policies may be required by County at any time. Current, valid insurance policies 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. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." Awardee will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

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 to 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:  
Town of Pleasant Garden  
Dean Maddox  
ATTN: Clerk's Office  
PO Box 307, 4920 Alliance Church Rd  
Pleasant Garden, NC 27313

**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. Services of all personnel needed to carry out the Approved Activities shall be contracted for or provided in accordance with and as reasonably necessary to perform the interlocal agreement referenced in the foregoing Sec. 1.5. 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]**

**ATTEST:**

\_\_\_\_\_  
 Dean Maddox                               Date  
 Town of Pleasant Garden Mayor

\_\_\_\_\_  
 Bobbie H. Culberson                       Date  
 Town Clerk/Finance Officer/  
 Town Administrator

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

\_\_\_\_\_  
 Donald Warn                               Date  
 Guilford County Chief Financial Officer

## **Exhibit A: Approved Activities**

- A. The funds provided through this agreement will be used for Phase 1 of the Pleasant Garden Business District water and sewer infrastructure project which includes 16,500 LF of 16” water main down Pleasant Garden Rd. Phase 1 may additionally include components such as a gravity sewer, force main, sewer lift station, and encasements to be determined during the design phase of the project.
- B. The water system will connect to the Greensboro water system at Ritters Lake Rd. This proposed system will provide 3000 GPM light industrial fire flow and 1 MGD total water demand distributed evenly across economic development sites in the district. Please see map attached hereto as Exhibit D for Pleasant Garden Phase 1 Water and Sewer details.
- C. Phase I shall include, but not be limited to: City administration and City project management costs, engineering design costs and associated permitting, surveying, and other miscellaneous task items associated with the delivery of a fully designed and permitted project, easement costs, bidding and construction administration costs, inspections and construction cost of the Initial Project.
- D. The Town of Pleasant Garden and the City of Greensboro have entered into an interlocal agreement for completion of this project as discussed in Section 1.5 of this agreement. Once available, the Town of Pleasant Garden will submit a preliminary engineering report to Guilford County that will include a proposed timeline for project completion. This timeline will be used to monitor project progress for the period of performance of this agreement.
- E. Of the total project cost, \$5.5 million will be sourced from Guilford County funding covered by this agreement. The remaining project costs will be covered by the City of Greensboro’s allocation from State of North Carolina funding of \$5.4175 million dollars for the Initial Project – Phase I through the Operations Appropriations Act of 2023. If the amount of funding awarded is not sufficient to cover total proposed costs for this project, the Town of Pleasant Garden will either,
  - a. Develop an adjusted scope of work for this project, or
  - b. Identify alternative funding sources for completion of Phase 1 of this project as described in this exhibit.The Town of Pleasant Garden will submit information for one of these two options to Guilford County. Any adjustments to the scope of work outlined in this exhibit must be approved by the Guilford County Board of County Commissioners or this agreement will be terminated.

### **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 Town of Pleasant Garden. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to the Town of Pleasant Garden 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 period.
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement.

**Exhibit B: Approved Budget**

<b>REVENUES</b>		<b>Total Revenue</b>
Guilford County Funds	\$	5,500,000
<b>Budget Cost Categories</b>		<b>Total Expenditures</b>
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	
5. Supplies	\$	
6. Contractual Services and Subawards	\$	5,500,000
7. Consultant (Professional Service)	\$	
8. Construction	\$	
9. Occupancy (Rent and Utilities)	\$	
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Miscellaneous Costs	\$	
15. Total Costs Guilford County Funds	\$	5,500,000
<b><u>MUST EQUAL REVENUE TOTALS ABOVE</u></b>		

### 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:	Don Warn
Fiscal Officer Title:	Chief Financial Officer
Fiscal Officer Email:	Dwarn@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-3949
AWARDEE INFORMATION	
Administrative Address:	4920 Alliance Church Rd, Pleasant Garden, NC 27313
Invoice Address:	PO BOX 307, Pleasant Garden, NC 27313
Project Manager Name:	Dean Maddox
Project Manager Title:	Mayor
Project Manager Email:	<a href="mailto:deanmaddox@pleasantgarden.net">deanmaddox@pleasantgarden.net</a>
Project Manager Telephone:	336-202-7914
Fiscal Officer Name:	Bobbie H. Culberson
Fiscal Officer Title:	Town Clerk/Finance Officer/Town Administrator
Fiscal Officer Email:	<a href="mailto:townclerk@pleasantgarden.net">townclerk@pleasantgarden.net</a>
Fiscal Officer Telephone:	336-674-3002 ext. 102

## Exhibit D: Pleasant Garden Phase 1 Water and Sewer

