

**GUILFORD COUNTY CONTRACT NO.  
GUILFORD COLLEGE (AGENCY)**

NORTH CAROLINA  
GUILFORD COUNTY

THIS AGREEMENT is hereby made and entered into this 1st day of May, 2017, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and **GUILFORD COLLEGE**, hereinafter referred to as the "AGENCY," and also collectively referred to as the "Parties."

W I T N E S S E T H :

WHEREAS, the COUNTY has found through the USDA that there are 26 food desert census tracts in Guilford County (19 in Greensboro and 7 in High Point) and have requested services from the AGENCY to carry out its programs and activities to increase access to healthy foods;

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. **Goods and/or Services.** The COUNTY will transfer the ownership of the Mobile Oasis Farmers Market truck and trailer to the AGENCY. The AGENCY agrees to manage and operate the truck and trailer with limited-period federal grant funding provided by the COUNTY for the purposes of implementing the Mobile Oasis Farmers Market project as stated below:  
  
To address food insecurity and food access issues in USDA designated food desert areas/low income areas by providing fresh produce and healthy eating educational information in at least four regular weekly sites as in the previous 2016 season with the addition of at least two new sites also serving food desert and/or low income populations. The AGENCY will also grow produce to sell through the mobile market. Supplementation, if needed, is allowable by purchasing produce from local farmers.
2. **Term.** The AGENCY will hire mobile market staff with paid student interns and paid AGENCY staff. An annual report acceptable to the COUNTY must be provided by the AGENCY for services provided from May 1, 2017 through September 29, 2017.
3. **Pricing.** As full consideration for the AGENCY'S delivery of goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial agreement and as stated in **Exhibit I** hereto, as applicable. The maximum financial exposure to the COUNTY for all goods and/or services hereunder is not to exceed \$54,196, and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159.
4. **Payment.** Payment will be made to the AGENCY by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract as outlined in **Exhibit I**. Invoices should be submitted by the 10<sup>th</sup> of each month.
5. **Termination.** If the AGENCY fails to perform its obligations under this Agreement, or if the AGENCY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination at least thirty (30) days before the effective date of such termination.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without prior written approval of the COUNTY. If AGENCY should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, AGENCY must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales

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contract, merger documents, etc. Further, AGENCY will submit the name and address of the assuming AGENCY'S registered agent for service of process and/or all notices required under the Contract. This Contract may not be assumed or otherwise transferred to another party by the AGENCY without the express written consent of GUILFORD COUNTY, which said consent will be evidenced by acceptance memo or letter from the GUILFORD COUNTY Manager, or designee, to the original AGENCY under the Contract and the assuming AGENCY.

7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
9. The AGENCY must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with performance measures.
10. The AGENCY shall submit to the COUNTY an annual performance report reporting on the progress of stated objectives in Exhibit A. All program activities including a summary of the accomplishment of stated goals and objectives should be submitted no later than October 15, 2017.
11. The AGENCY shall provide to the COUNTY the most recent annual audit as performed by an independent certified public account.
12. All books and records shall be maintained by the AGENCY for a period of at least three (3) years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
13. Meetings of the AGENCY'S Board of Directors, Advisory Board or Governing Board must be open to the public.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701).
15. The AGENCY must annually submit to the COUNTY a signed and notarized Conflict of Interest Statement and Certification regarding Overdue Taxes, per N.C.G.S. §143-6.2, before reimbursement of expenses is processed for payment. Initially, these forms are to be submitted simultaneously upon signing of this Agreement.
16. The AGENCY agrees to indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.
17. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

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18. The COUNTY shall be entitled to conduct program evaluations of the AGENCY'S activities, particularly as they relate to the accomplishments of established goals and objectives and the quality and impact of services being delivered.
19. **Amendment.** This Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the AGENCY.
20. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.
21. **Jurisdiction.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
22. **Iran Divestment Act of 2015.** Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

**GUILFORD COUNTY**

ATTEST:

By: \_\_\_\_\_  
Marty K. Lawing  
Guilford County Manager

\_\_\_\_\_  
Guilford County Clerk to Board

(COUNTY SEAL)

**GUILFORD COLLEGE**

ATTEST:

By: \_\_\_\_\_  
Executive Director

BY: \_\_\_\_\_  
Corporate Secretary

Printed Name: \_\_\_\_\_

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(CORPORATE SEAL)

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

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Guilford County Finance Director

**Insert Exhibit I**

**Insert Exhibit A**

**Exhibit B**

**Guilford College Board of Trustees**

- Edward C. Winslow III, Chair; Managing Partner, Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, Greensboro, N.C.
- Marilyn D. Bersoff, Vice Chair; Retired Senior Executive of Administration, Bethesda, Md.
- Nancy K. Quaintance, Vice Chair; Vice President, Quaintance-Weaver Restaurants and Hotels, Greensboro, N.C.
- Martha W. Summerville '76, Secretary; President, Summerville Consulting LLC, New Haven, Conn.
- David C. Hood '84, Treasurer; Retired Partner, Ernst & Young, Raleigh, N.C.
- Gilbert D. Bailey '91, Executive Vice President, Beanstalk Data, Charlotte, N.C.
- Daryle L. Bost '93, Senior Development Officer, Williams College, Williamstown, Mass.
- Carla Brenner '73, Retired Contract Writer, National Gallery of Art, Washington, D.C.
- D. Victor Cochran, III '71, President, Sharp-Carter Corporation, Greensboro, N.C.
- Teresa L. Graedon, Treasurer, The People's Pharmacy, Durham, N.C.
- David Hopkins '91, Chief Executive Officer, Primary Care Health Services, Inc., McKees Rocks, Pa.
- John L. Lomax, President, Lomax Construction, Inc., Greensboro, N.C.
- D. Hector McEachern, President, The McEachern Group LLC, Greensboro, N.C.
- Christopher K. Mirabelli, Managing Director, Health Care Ventures, Dover, Mass.
- Daniel D. Mosca, Investor, Browns Summit, N.C.
- Coolidge A. Porterfield, Consultant, Greensboro, N.C.
- Brooks Terrell Raiford, Chief Executive Officer and President, The North Carolina Technology Association, Inc., Cary, N.C.
- Charlotte M. Roberts, President, Blue Fire Partners, Inc, Sherrills Ford, N.C.
- Lawrence C. Ross, Retired IT&S Infrastructure Architect, IBM, Greensboro, N.C.
- Wilson M. Sheldon, Jr., CEO, Friends Homes, Inc, Greensboro, N.C.
- Andrew D. Steginsky, Manager, Steginsky Capital LLC, New York City, N.Y.
- Frederick H. Taylor Jr. '77, Managing Director and Portfolio Manager, MJX Asset Management, LLC, Bronxville, N.Y.
- Ione L. Taylor '76, Executive Director, Queen's University, Kingston, Ohio.
- Judy L. Whisnant '78, Attorney at Law, Durham, N.C.

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GUILFORD

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of **GUILFORD COLLEGE** (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
  - a. YES \_\_\_\_\_; or,
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_. \_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

### CONFLICT OF INTEREST POLICY

**Instructions:** *(Page one is to be completed by the Agency and a copy of the Agency's Conflict of Interest Policy must be submitted. The Agency can adopt page 1 and 2 as their Conflict of Interest Policy or attach their current adopted Policy. Note: Verification is needed on a yearly basis. For contracts extending more than one state fiscal year, the contract file must include documentation that the Conflict of Interest Policy has not changed from the previous year. If the Policy has changed, a new Conflict of Interest Policy must be submitted. (These instructions in blue italic and yellow highlighter are not part of this Attachment, but are included herewith to clarify this requirement.)*

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

**A.** The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

**B.** A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

**C.** No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. Duty to Disclosure --** Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. Board Action --** When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing



board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with

the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy --** If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of

Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict --** The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

(The remainder of this page is intentionally left blank.  
The Notarized Conflict of Interest Policy continues on the following page.)

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APPROVED BY: **GUILFORD COLLEGE**

Name of Organization

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Guilford

I, \_\_\_\_\_, Notary Public for said County and State,

certify that \_\_\_\_\_ personally appeared before me this day

and acknowledged that he/she is President/Executive Director of the

**GUILFORD COLLEGE** [name of entity] and by that authority

duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy

was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, Notary Public (Official Notary Seal)

My Commission expires: \_\_\_\_\_, 20\_\_\_\_\_.

(The remainder of this page is intentionally left blank.)

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**NO OVERDUE TAX DEBTS**

Instructions: Grantee/Agency should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County.

APPROVED BY: **GUILFORD COLLEGE** Name of Organization

\_\_\_\_\_ Signature of Organization Official

\_\_\_\_\_ Date

(Entity's Letterhead)

Entity Name: **GUILFORD COLLEGE**

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

[Date of Certification: \_\_\_\_/\_\_\_\_/2017 (mm/dd/yy)]

To: **GUILFORD COUNTY**

**CERTIFICATION :**

We hereby certify that **GUILFORD COLLEGE** does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1b.

**Sworn Statement:**

\_\_\_\_\_ [Name of Board Chair] and \_\_\_\_\_ [Name  
of

Second Authorizing Official], being duly sworn, say that we are the Board Chair and \_\_\_\_\_

[Title of the Second Authorizing Official], respectively, of the **GUILFORD COLLEGE** [insert name of  
organization] of Greensboro [City] in the **State of North Carolina** [Name of State]; and that the foregoing certification  
is true, accurate and complete to the best of our knowledge and was made and subscribed by us.

We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for  
further action.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Board Chair

Title of Second Authorizing

Official: \_\_\_\_\_

Sworn to and

subscribed before me on the date of said certification.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Signature and Seal)

**N.C. G.S. §105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. §105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”**