

NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

GUILFORD COUNTY

This MEMORANDUM OF UNDERSTANDING (“Agreement”), made and entered into this 18th day of May, 2017, by and between the County of Guilford (“Guilford County”) a municipal corporation of the State of North Carolina, and T. Cooper James & Associates, Inc. a registered corporation in the State of North Carolina. All the parties herein are referred to as “Parties”.

WHEREAS, Guilford County and T. Cooper James & Associates, Inc. desire to implement an awards program to recognize County employees who think creatively when solving problems and providing service to the community; and

WHEREAS, Guilford County is authorized to accept a donation pursuant to NCGS 153A-11; and

WHEREAS, T. Cooper James & Associates, Inc. hereby donates to the County \$5,000.00 to establish the Tom and T. Cooper James Government Improvement Awards (“Improvement Awards”) which consist of a James Impact Award recognizing a program or solution that had the most significant impact during the prior fiscal year and a James Innovation Award recognizing a program or solution that displayed the most creativity in improving service during the prior fiscal year; and

WHEREAS, To administer the Improvement Awards program, the Budget Management and Evaluation Department and the County department that is primarily responsible for the impacted service will review submittals that meet eligibility criteria and verify submittal information in accordance with the program’s “Policy & Overview” which is incorporated by reference herein; and

WHEREAS, A review team will review verified submittals and select one James Impact Award recipient and one James Innovation Award recipient or award both awards to the same submittal; and

WHEREAS, An employee or a group of employees selected to receive a James Impact Award or a James Innovation Award is eligible to receive up to a total of \$2,500 per award, split evenly among the employees listed on the approved submittal; and

WHEREAS, the parties willingly enter into this Agreement to delineate the responsibilities and oversight for the Improvement Awards.

NOW THEREFORE, inconsideration of the mutual terms, conditions and covenants by and between the parties hereto, it is hereby mutually agreed as follows:

1. Donation. T. Cooper James & Associates, Inc. shall establish the Tom and T. Cooper James Government Improvement Awards through an annual donation of \$5,000.00 to Guilford County.

2. Terms of Payment. T. Cooper James and Associates, Inc. shall donate to the County the full sum of \$5,000.00 on or before September 1st of each year. Failure to make the gift to the County by the deadline shall render this Agreement void.
3. Policy and Overview. The Improvement Awards shall be administered as outlined in the program's "Policy and Overview."
4. The parties expressly agree that Guilford County shall have final approval authority in all matters pertaining to the Improvement Awards.
5. Comprehension of Documents. In entering this Agreement, the parties herein represent that each has chosen to either enter this Agreement in full comprehension of the terms herein and their implications, or each has voluntarily chosen to do so in disregard of any risk of failure to comprehend the terms and conditions of this Agreement.
6. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, which the parties agree shall be the sole and exclusive jurisdiction for any suit or cause of action based upon or arising out of this Agreement. The parties further agree that the venue for any suit or cause of action based upon or arising out of this Agreement shall be Guilford County, North Carolina.
7. Additional Documents. The parties agree to cooperate fully with the other and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to fully effect and give force to the terms and intent of this Agreement.
8. Severability. If, after the date hereof, any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remaining provisions of this agreement shall be fully enforceable.
9. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.
10. Termination. Either party to this MOU shall have the right to terminate same by giving 30 days written notice to the other, after which neither party shall have any further obligation to the other, provided that any outstanding obligation due at the time of such notice shall be paid in full at the end of said 30 day notice period.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in duplicate originals the day and year first above written.

T. Cooper James and Associates, Inc.:

Name:

Title:

Attested By: _____

GUILFORD COUNTY

By: _____
County Manager

By: _____
Clerk to The Board

(This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.)

By: _____
Finance Director

(COUNTY SEAL)