

GUILFORD COUNTY CONTRACT NO. 1168  
CITY OF GREENSBORO/GREENSBORO TRANSIT AUTHORITY

THIS AGREEMENT is hereby entered into this 1st day of September, 2018, by and between GUILFORD COUNTY, on behalf of the GUILFORD COUNTY SHERIFF'S OFFICE, hereinafter referred to as "COUNTY" and the CITY OF GREENSBORO/GREENSBORO TRANSIT AUTHORITY, hereinafter referred to as "CITY/GTA."

In the event that it becomes necessary to evacuate the Greensboro Detention Center, at the request of the COUNTY, the CITY/GTA will:

- (1) provide the necessary buses and drivers required for the transportation of inmates to an alternate jail site; and
- (2) provide the necessary busses and drivers required for the transportation of inmates for their return to the Detention Center.

This Assistance Agreement is conditioned upon the availability of CITY/GTA buses and personnel and the number determined by the CITY OF GREENSBORO Public Transportation Manager.

TERM. This Agreement shall be in effect for a period of five (5) years, beginning on September 1, 2018, and ending on August 31, 2023, with the option to extend for additional one (1) year renewals at the same pricing and terms and conditions upon mutual written Agreement of both Parties until amended or revoked in writing by either Party.

PRICING AND PAYMENT. The CITY/GTA is not charging a fee for this service and therefore, there is no cost to the COUNTY under this Agreement.

INDEMINIFICATION. CITY/GTA shall operate 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 the COUNTY and either the CITY/GTA or any employee or agent of CITY/GTA. CITY/GTA is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The COUNTY agrees to hold CITY/GTA harmless against any claims of third persons whomsoever for personal injury and/or damage to real or personal property caused by the intentional and/or negligent acts of any of the GUILFORD COUNTY inmates being transported herein or the COUNTY Deputies in the loading, unloading, or transport of the inmates pursuant to this Agreement.

TERMINATION WITHOUT CAUSE. Either Party may terminate this Agreement for any reason without cause and without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the CONTRACTOR within thirty (30) days of date of termination of this Contract.

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**TERMINATION FOR CAUSE.** If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In the event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this contract.

**NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty K. Lawing, County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27401)  
301 West Market Street  
Greensboro, NC 27402

David Parrish, City Manager  
CITY OF GREENSBORO/GTA  
P.O. Box 3136 (zip code 27402-3136)  
300 West Washington Street  
Greensboro, NC 27401.

**SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The nonperforming Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CITY/GTA from performing services, the COUNTY shall have the right to: (a) procure replacement services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CITY/GTA.

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**HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment", "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.

**AMENDMENT.** The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.

**ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations 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.

**JURISDICTION.** The Parties agree that North Carolina Courts shall have jurisdiction over this Contract and any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. CITY/GTA and its subcontractors for services under this Contract will comply with bid restrictions (if responding to a bid) and with applicable laws, including N.C. Gen. Stat. 5143-129(j) regarding E-verify.

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This contract continues on the following page with signatures.)

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IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date first written

**GUILFORD COUNTY**

ATTEST:

\_\_\_\_\_  
Marty K. Lawing                      Date  
Guilford County Manager

\_\_\_\_\_  
Robin B. Keller                      Date  
Guilford County Clerk to Board

**CITY OF GREENSBORO**

ATTEST/WITNESS:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)