

TRAINING AND TECHNICAL ASSISTANCE AGREEMENT

THIS AGREEMENT (this "Agreement" or "Contract") is hereby made and entered into this _____ day of _____, 2019, and is effective as of July 1, 2019, by and between the **CITY OF GREENSBORO**, North Carolina, a municipal corporation ("CITY"), **GUILFORD COUNTY**, North Carolina, a body politic and corporate ("COUNTY"), and the **PUBLIC HEALTH INSTITUTE OF METROPOLITAN CHICAGO**, an Illinois non-profit corporation ("CONTRACTOR"), on behalf of Cure Violence Global.

WITNESSETH:

WHEREAS, pursuant to the provisions of law including N.C.G.S. 160A-461 *et seq.*, CITY and COUNTY agree to contract for CONTRACTOR's services and to share the cost of those services, and CONTRACTOR agrees to provide those services, all on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Agreement pursuant to the provisions of Exhibits A (Scope of Services) and B (Budget) attached hereto and incorporated herein by reference. All services and/or materials to be provided under this Agreement shall be provided during the term of this Agreement and in a timely and expeditious manner. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.
2. **MONITORING.** CITY and COUNTY will perform ongoing contract monitoring, jointly and/or separately at their option, to ensure that the terms of this Agreement are complied with. CONTRACTOR agrees to cooperate with CITY and COUNTY in their monitoring process and to timely and expeditiously provide all documentation and/or information requested during and after the term of this Agreement for the purpose of monitoring the services and/or materials provided or to be provided by CONTRACTOR under this Agreement.
3. **TERM.** The Term of this Agreement is from July 1, 2019 to June 30, 2020.
4. **FUTURE SERVICES PROPOSAL/RENEWAL.** At least 120 days before the Term of this Agreement expires, CONTRACTOR shall provide CITY and COUNTY with a proposed scope of services and proposed budget for the provision of those services and any related materials for the year following the Term's expiration, for consideration by CITY and COUNTY. Unless City or County gives notice of non-renewal before the Term of this Agreement expires, this Agreement will renew for an additional year, from July 1, 2020 to June 30, 2021, on the same terms, except that the proposed scope of services and proposed budget (not to exceed \$100,000.00) will apply to the renewal.

5. COST/PAYMENT. CITY and COUNTY agree to each be responsible for one-half (1/2) of the actual costs of the services and any related materials provided under this Agreement, up to an annual maximum of \$50,000.00 each. Subject to those limits, CITY and COUNTY each agree to pay CONTRACTOR at the rates specified for services and any related materials provided to each of their satisfaction in accordance with Exhibits A and B. CONTRACTOR shall submit itemized invoices to CITY and to COUNTY for their respective shares by the end of the month during which the services and/or materials are provided. Payment will be made to CONTRACTOR within thirty (30) days of the payor's receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

The annual maximum financial exposure to the CITY under this Contract will not exceed \$50,000.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.

The annual maximum financial exposure to the COUNTY under this Contract will not exceed \$50,000.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.

6. APPROPRIATION. CITY'S obligations pursuant to this Agreement are subject to annual appropriation of funds by the Greensboro City Council or other funding source, pursuant to N.C.G.S. 160A-17. Similarly, COUNTY'S obligations pursuant to this Agreement are 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.

7. TERMINATION. CONTRACTOR may terminate this Agreement upon one hundred twenty (120) days notice to CITY and to COUNTY. CITY and COUNTY may mutually terminate this Agreement upon one hundred twenty (120) days notice to CONTRACTOR. Subject to Paragraphs 5-6, in the event of termination, all services and materials provided and accepted as of the date of termination will be paid for. CONTRACTOR shall submit itemized invoices to CITY and to COUNTY for their respective shares by the end of the month during which the services and/or materials are provided. Payment will be made to CONTRACTOR within thirty (30) days of the payor's receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

8. CONTRACT ADDENDUM OR REVISIONS. The terms of this Agreement may only be modified or revised with a written Contract Addendum or Contract Revision document executed by the Parties.

9. 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, addressed as follows:

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

David Parrish
Greensboro City Manager
CITY OF
GREENSBORO
P.O. Box 3136
300 West Washington
Street Greensboro, NC
27402

[CONTRACTOR's Representative]

10. INDEPENDENT CONTRACTORS/INDEMNIFICATION/JOINT DEFENSE. The Parties shall operate as independent contractors for all purposes and no Party shall be responsible for any of the acts or omissions of another Party hereto. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee or principal and agent between any of the Parties.

Neither Party agrees to indemnify any other Party. However, to the extent permitted by law, each Party agrees to be responsible to the other Parties for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands, expenses of all kinds, and costs of defense (including but not limited to attorney's fees) which may result from or arise out of any actual or alleged malfeasance or neglect caused or alleged to have been caused by that Party, its employees, subcontractors, or representatives in or related to its performance under this Agreement.

In the event that a claim is made or anticipated against more than one Party to this Agreement, the Parties intend that the affected Parties will cooperate, under the guidance of their respective counsel, in the defense of any such claim(s), and may share information and documents and communicate in connection with such defense without waiving applicable privileges and protections, under the joint interest doctrine. However, each Party shall have the right to take any and all actions it believes necessary to protect its interests, including, without limitation, the right to enforce the obligations of this Agreement against any other Party and the right to recover damages caused by any other Party arising out of the performance or non-performance of this Agreement.

This Section 11 shall survive the termination of this Agreement.

11. INSURANCE. During all times relevant to this Agreement, CONTRACTOR shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim and \$3 million aggregate, and shall provide CITY and COUNTY with evidence of such insurance prior to the provision of services and/or materials hereunder.

12. NO THIRD-PARTY BENEFICIARIES. The Parties acknowledge and agree that the only obligations created by this Agreement are the obligations that it creates between the Parties and that there are no other intended beneficiaries of this Agreement. With respect to third parties, no rights are created by this Agreement and no immunities are waived.

13. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties 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); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. §200-322); and Record Retention Requirements (2 C.F.R. §200-324).

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

15. JURISDICTION. The Parties declare that they have complied with all federal, state, and local laws that may be required to carry out the services to be performed under this Agreement. The Parties agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, including N.C.G.S. §143-129(j) regarding E-Verify, except that provisions regarding conflicts of laws shall not apply. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

16. RATIFICATION BY RESOLUTION. If not ratified prior to execution by the governing boards of CITY and COUNTY, the Agreement shall be ratified by the appropriate governing board(s) at the next regularly scheduled meetings of the appropriate governing boards following execution of the Agreement, and shall not be binding until ratified by both governing boards. The signatory for CONTRACTOR executing this Agreement below represents that he/she has binding authority to execute this Agreement on behalf of CONTRACTOR and that all conditions required for CONTRACTOR to enter into this Agreement have been met.

17. 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" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

18. ENTIRE AGREEMENT. This Agreement, including the Exhibits and/or Attachments, 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 Agreement shall not be modified except by a writing subscribed to by all the Parties.

(This space is intentionally left blank.
This Agreement continues with signatures on the following page.)

DRAFT

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Recommended by:

GREENSBORO _____ DEPARTMENT

Date
Printed Name: _____

Title: _____

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

Deputy Greensboro City Finance Officer
Printed Name: _____
Date: _____

Approved as to Form:

Greensboro City Attorney Date
Printed Name: _____

CITY OF GREENSBORO

ATTEST:

David Parrish Date
Greensboro City Manager

Angela Lord Date
Greensboro City Clerk
(CITY SEAL)

**PUBLIC HEALTH INSTITUTE OF
METROPOLITAN CHICAGO**

(name) Date

(title)