

**Non-Denominational Chaplaincy Services Agreement
(Greensboro and High Point Jails)
between
Guilford County, North Carolina
and
UNITE Greensboro Jail Ministry, Inc.**

This Non-Denominational Chaplaincy Services Agreement (the “Agreement”) is entered into by and between **UNITE GREENSBORO JAIL MINISTRY, INC.**, a North Carolina non-profit corporation (the “UNITE Greensboro”) and the **COUNTY OF GUILFORD, NORTH CAROLINA** (the “County”).

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Services. The County hereby engages UNITE Greensboro as an independent contractor under the terms and conditions of this Agreement for the purpose of providing certain services to and for the benefit of the inmates and staff at the Greensboro Jail and High Point Jail in Guilford County, North Carolina, in accordance with and pursuant to the Statement of Work attached hereto as Exhibit A (the “Services”). The County shall provide UNITE Greensboro such information, documentation and other items as are reasonably necessary to enable UNITE Greensboro to perform the Services.

2. Effective Date.

a. Greensboro Jail.

The effective date of this agreement for performance of Services to the Greensboro Jail shall be **October 1, 2020**.

b. High Point Jail.

The effective date of this agreement for performance of Services to the High Point Jail shall be **October 1, 2020**.

3. Compensation.

In consideration for the performance of the services at the Greensboro and High Point Jails, the County shall pay UNITE Greensboro the following, payable quarterly in arrears on October 1, January 1, April 1, and July 1:

Fiscal Year 2020-2021: \$75,000.00
Fiscal Year 2021-2022: \$100,000.00
Fiscal Year 2022-2023: \$100,000.00
Fiscal Year 2023-2024: \$100,000.00

The first payment under this initial term shall be paid on January 1, 2021.

4. Term. This Agreement shall have an initial term beginning October 1, 2020 ending June 30, 2024, subject to continued funding by the Guilford County Commissioners. Notwithstanding the foregoing, either party may terminate this Agreement upon 30 days notice to the other party to be effective at the end of the then current quarter.

5. MAXIMUM EXPOSURE CONTRACT. The maximum financial exposure to the COUNTY for all goods and/or services hereunder is not to exceed \$375,000.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.

6. APPROPRIATION. This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

7. Independent Contractor. UNITE Greensboro is an independent contractor and not an employee of the County. Nothing in this Agreement shall be deemed a partnership, joint venture or any relationship other than that of an independent contractor. UNITE Greensboro acknowledges that neither it nor its employees are entitled to participate in any benefit programs available to the County's employees and that neither it nor its employees are covered by the County's workers' compensation insurance.

8. Confidentiality and Non-Disclosure. UNITE Greensboro recognizes and acknowledges that by reason of the Services performed under this Agreement, it will have access to confidential information pertaining to the County, County employees and County inmates ("Confidential Information"). Accordingly, UNITE Greensboro covenants that during the term of this Agreement and at all times thereafter, it will not, directly or indirectly, communicate, disclose or divulge or use for the benefit of itself or any other person or entity other than the County, any Confidential Information acquired during the term of this Agreement. Upon termination of this Agreement, UNITE Greensboro shall immediately return to the County all copies of any Confidential Information or other County property in its possession or under its control.

9. Authority to Bind. UNITE Greensboro shall have no authority to bind the County in any manner.

10. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered or seven (7) days after mailing if mailed, first class, certified mail, postage prepaid:

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

To UNITE Greensboro:
Chaplain Brian Burke
Unite Greensboro Jail Ministry
201 S Edgeworth St. Greensboro NC 27401

with a copy to: Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
230 N. Elm Street, Suite 2000
Post Office Box 26000
Greensboro, North Carolina 27420
Attention: Iain MacSween

Either party may change the address to which notices shall be delivered or mailed by giving notice thereof to the other party in the same manner provided herein.

11. Entire Agreement and Modification. This Agreement, including Exhibit A, represents the entire understanding and agreement of the parties with regard to the provision of the Services at each of the Greensboro Jail and the High Point Jail, and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by all parties.

12. Parties in Interest. This Agreement shall inure to the benefit of and be legally binding upon the parties to this Agreement and their successors and permitted assigns. The rights, duties and obligations of the parties shall survive termination of this Agreement.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement.

14. Severability. In case one or more of the provisions of this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, the Agreement shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Agreement.

15. Headings. Headings in this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or interpretation.

16. Waiver. No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

17. **Assignment.** This Agreement may not be assigned by any party without the prior written consent of the other party.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party to this Agreement may deliver an executed copy of this Agreement by facsimile transmission to the other party and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement.

19. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed as providing rights to any person other than the parties hereto, and no third party shall be a beneficiary to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

