

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT is made by and between Forsyth County, North Carolina (the "COUNTY") on behalf of Forsyth County Justice Center, and Guilford County (the "PROVIDER");

For the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY and the PROVIDER hereby agree as follows:

- **Services.** PROVIDER agrees to provide the COUNTY with a copy of certain software and permission for use in connection with the Forsyth County Family Justice Center ("the Software"). The COUNTY agrees not to provide the Software to any other person or entity. If the PROVIDER, in its sole discretion, makes available to the COUNTY any updates, modifications, or successor versions of the Software, then these updates, modifications, and successor versions shall be deemed part of the Software within the meaning of this agreement and shall be covered by the terms of this agreement. If the PROVIDER withdraws the COUNTY'S permission to use the software, then PROVIDER shall provide ninety (90) days written notice to the COUNTY. If the PROVIDER withdraws COUNTY'S permission to use the software, then COUNTY will cease any use of the software.
- **Notice.** All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the COUNTY:	For the PROVIDER:
DeWanna Thomas Hamlin, Director	Catherine Johnson, Director
Forsyth County Justice Center	Guilford County Justice Center
725 N. Highland Avenue	201 S. Greene Street
Winston-Salem, NC 27101	Greensboro, NC 27401
- **Waiver.** No action or failure to act by the COUNTY or the PROVIDER shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- PROVIDER has no duties related or indirectly to the Software. Without limiting the foregoing, it is specifically acknowledged and agreed that the PROVIDER shall have no duty:
 - Related to the Software's performance or security;

- Related to any underlying hardware or platforms required to utilize the Software
 - Related to any third party software licenses needed to run the Software
 - To inform COUNTY of any fact or matter related to the Software
 - To warn COUNTY of any fact or matter related to the Software
 - To update the Software
 - To maintain the Software;
 - Related to any representations it has made or may make related to the Software or
 - Related to any services or assistance it may voluntarily provide related to the Software
- **Modification.** This Agreement may only be modified in writing and signed by both the PROVIDER and by the County Manager or other authorized COUNTY official.
 - **As Is, No Warranties.** The Software is provided “as is” with no warranties of any kind. PROVIDER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.
 - **Assumption of Risk.** COUNTY assumes all risks related directly or indirectly to the Software.
 - **Indemnification.** COUNTY will defend and indemnify PROVIDER and its agents, employees, and representatives from and against all claims of any nature arising directly or indirectly from COUNTY’s use of the Software. COUNTY’s duties of defense and indemnity include but are not limited to the costs of defense of any such claims, which costs include but are not limited to attorney’s fees. Without limiting the foregoing, PROVIDER retains the right to select its own counsel.
 - **No Third-Party Beneficiaries.** There are no intended beneficiaries of this Agreement other than COUNTY and PROVIDER. In particular, there are no third-party beneficiaries of this Agreement.
 - **Effectiveness.** This agreement becomes effective upon approval by the parties’ respective Boards of County Commissioners and execution by authorized officials of both parties.

IN WITNESS WHEREOF, the authorized officials of the COUNTY and the PROVIDER have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

GUILFORD COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Marty K. Lawing, Guilford County Manager

Date: _____

ATTEST:

Robin Keller, Clerk to the Board

Date: _____