

**MEMORANDUM OF UNDERSTANDING BETWEEN GUILFORD COUNTY AND THE CITY OF GREENSBORO
REGARDING ENFORCEMENT WITHIN THE CITY OF GREENSBORO OF THE RULE ADOPTED BY THE
GUILFORD COUNTY BOARD OF HEALTH DATED DECEMBER 10, 2020**

WHEREAS, COVID-19 is a novel coronavirus whose spread has led to a global pandemic. Symptoms include fever, cough, shortness of breath, new loss of smell and taste, weakness, fatigue, nausea and vomiting, etc.; outcomes have ranged from mild to severe illness and death. Beginning in or around February 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a public health emergency of international concern, the Centers for Disease Control and Prevention (CDC) determined the virus presents a serious public health threat, and the U.S. Department of Health and Human Services declared a nationwide Public Health Emergency; and

WHEREAS, the State of North Carolina, Guilford County and the City of Greensboro have all declared a State of Emergency (SOE) due to the pandemic, and

WHEREAS, the Governor has used his authority pursuant to Chapter 166A of the North Carolina General Statutes to issue various Executive Orders containing provisions designed to promote the public health of the citizens of North Carolina, including Guilford County, by instituting measures designed to reduce the spread of the pandemic (“Executive Orders” or “EOs”); and

WHEREAS, on October 21, 2020, with North Carolina’s COVID-19 trends moving in the wrong direction, the North Carolina Department of Health and Human Services and the NC Department of Public Safety sent a letter to local leaders asking them to help slow the spread of the virus by promoting the 3 Ws and considering local actions to improve compliance with Executive Orders; and

WHEREAS, Guilford County has continued to see data trends moving in the wrong direction including new cases per 100,000, positivity rate, and hospitalization numbers due to COVID-19 disease. An increase in all these indicators signifies an urgent need to reinstitute and enforce restrictions and precautionary measures; and

WHEREAS, violations of Executive Orders present an immediate threat to the public health and safety and increase the likelihood that the COVID-19 virus will spread throughout the County and overwhelm our health care systems, cause preventable illnesses and deaths, and inflict other significant harms, including economic and social effects, on our community;

WHEREAS, the Guilford County Board of Commissioners acting as the Guilford County Board of Health, has found that additional measures to enforce the Executive Orders within the confines of Guilford County are necessary to protect the public health of its citizens; and

WHEREAS, in an effort to protect the public health of the community by increased and more effective enforcement of the provisions of the Executive Orders, the Guilford County Board of Commissioners acting as the Guilford County Board of Health adopted a public health Rule on

December 10, 2020, which made violation of any Executive Order provision designed to reduce the spread of the pandemic a violation of Guilford County Board of Health rules and subject to various sanctions (hereinafter sometimes referred to as the “Rule”); and

WHEREAS, the City of Greensboro recognizes the importance of effective implementation, including enforcement, of the Executive Order provision and wishes to assist in insuring that the Rule is effectively carried out within the City of Greensboro; and

WHEREAS, the assistance of the City of Greensboro in providing resources in the form of personnel who may serve as Enforcement Officers under the Rule would be advantageous to both Guilford County and the City of Greensboro, and such assistance is specifically authorized under the Rule;

THEREFORE, Guilford County and the City of Greensboro enter into this Memorandum of Understanding (“Agreement”) setting out the terms and conditions under which Greensboro can provide resources in the form of Enforcement Officers, as defined in the Rule, to provide enforcement in support of the provisions of the Rule within the limits of the City of Greensboro.

Terms:

1. **Personnel:** Greensboro will provide a list of employees who are capable and willing to serve as Enforcement Officers. Guilford County will designate some, or all, of these employees to serve as Enforcement Officers, within the strictures set out here. Greensboro employees will only be used when deployment is authorized by Guilford County. Guilford County may withdraw the designation of any or all Greensboro employees as Enforcement Officers and the authorization of their deployment with immediate effect at any time, in its discretion. The number of such employees needed at any one time will be determined by Guilford County. However, Greensboro retains the right to provide fewer employees than might be needed if, in its discretion, other operational needs require it. Greensboro employees designated as Enforcement Officers shall remain employees of only Greensboro and shall receive compensation and benefits from Greensboro in accordance with its policies for same and shall be subject to the personnel rules and policies of Greensboro. Any sanction issued by Greensboro personnel may be waived or the enforcement matter may be settlement by Guilford County at its discretion.

2. **Training:** All Enforcement Officers will receive training provided by Guilford County (“the Training”) and will not undertake any enforcement activity until they have satisfactorily completed the Training.

3. **Standards:** Greensboro Enforcement Officers will apply the standards and enforcement priorities as established in the Rule, in particular the “enforcement progression” provisions of the Rule, and in the Training. All Enforcement Officers will be guided by, and follow, the guidance provided by Guilford County as to the manner in which the program will implemented.

4. **No Use of Force or Forced Entry Authorized:** Nothing herein nor in Guilford County's authorization of the deployment of any Greensboro employee as an Enforcement Officers shall be deemed or interpreted to authorize any such employee to use force against any person or to force entry into any premises.
5. **Records:** Documentation of investigations and enforcement actions performed by Greensboro employees as Enforcement Officers hereunder shall be records of Guilford County and shall be handled and maintained as Guilford County directs.
6. **Joint agency; real property:** By this Agreement, no joint agency is established, and no real property is involved in the undertaking.
7. **Liability:** To the fullest extent permitted by law, each party to this Agreement will be responsible for its own acts and omissions under this Agreement and for any liability resulting therefrom.
8. **No Agency:** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of principal-agent or master-servant between any party (ad/or its officers and employees) and another party (and/or its officers and employees).
9. **Method of Financing:** No financing will be needed for this undertaking. Each party shall be responsible for its own costs.
10. **Entire Agreement; Amendment:** This Agreement is the entire Agreement between the parties hereto as to the subject matter herein. All prior conversation or writings between the parties or their representatives are merged within this Agreement and extinguished. This Agreement shall not be modified except by a writing subscribed to by all parties.
11. **Termination:** This Agreement is terminable by either party upon ten (10) days' notice to the other party.
12. **Duration:** This Agreement shall become effective upon execution by both parties. Unless terminated sooner, it shall expire when the EOs or the Rule expire, whichever occurs first.
13. **Authority to Contract:** Each party hereto represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind itself to its terms, and that its governing board has approved or authorized the entry into this Agreement as required pursuant to N.C.G.S. § 160A-461.
14. **Assignment:** This Agreement may not be assigned by any party, nor shall the performance of any duties under this Agreement be delegable by any party, without the prior written consent of all parties. This Agreement shall not be assignable by operation of law.
15. **Notices:** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, at the

addresses appearing below. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) business days after mailing. If the official named below no longer holds the office indicated, notice shall be sent to the then current official holding the office, at the address indicated. Parties may change their point of contact for notices under this paragraph by written notice to all other parties.

16. **Governing Law:** This Agreement shall be governed by, and construed according to, the laws of the State of North Carolina.

17. **No Third-Party Beneficiaries:** There are no intended beneficiaries of this Agreement other than the parties hereto. In particular, there are no third-party beneficiaries of this Agreement.

17. **Execution:** Separate copies of this Agreement may be executed by the parties and signature pages or copies thereof brought together to form the completed document. This Agreement shall become effective upon execution by all parties and ratification by resolutions of the Guilford County Board of Commissioners and the Greensboro City Council in accordance with N.C.G.S. §160A-461.

CITY OF GREENSBORO

ATTEST:

David Parrish, City Manager

City Clerk

Date: _____

GUILFORD COUNTY

ATTEST:

Michael Halford, County Manager

Clerk to Board

Date: _____

CONSENTED AND AGREED TO:

Iulia Vann, MD, MPH
Public Health Director

Date: _____