# Exhibit A

# **Guilford County Family Justice Center Partnership Agreement for Use of Space**

WHEREAS, community stakeholders in Guilford County ("COUNTY") have worked diligently to develop a central location to provide comprehensive services to victims of domestic violence, sexual assault, child maltreatment, and elder abuse in an effort to bridge service gaps, streamline services, increase efficiency, increase accessibility, reduce delays in administration of services, and address common barriers faced by victims; and

WHEREAS, the mission of the Guilford County Family Justice Center ("FJC") is to empower family violence victims to live free from violence and abuse and hold offenders accountable by providing easily accessible, coordinated, and comprehensive services in a single location; and

WHEREAS, the FJC will partner with agencies throughout Guilford County in a collaborative effort to provide victims of domestic violence, sexual assault, child maltreatment and elder abuse with increased support and easier access to resources through a central location; and

WHEREAS, this Partnership Agreement ("AGREEMENT") sets forth the basic terms under which Greensboro Police Department. ("PARTNER") will voluntarily provide services to, and participate in, the FJC consistent with the goals and objectives stated herein.

#### **TERMS**

#### A. COUNTY OBLIGATIONS:

The COUNTY agrees to provide PARTNER the following at no cost, except as specifically provided herein:

- 1. Workspace at 201 South Greene Street, Greensboro, North Carolina, 27401 ("PREMISES") to participating entities as an in-kind contribution to the project.
- 2. Use of the facilities at PREMISES including the waiting room, client meeting rooms, toilet facilities, kitchen area and the reception area;
- 3. General maintenance and upkeep of the facility;
- 4. Basic wiring for computers, fax, and copiers.

## **B. PARTNER OBLIGATIONS:**

The PARTNER agrees to:

- 1. Provide the following services at the FJC to victims of domestic violence, sexual assault, child maltreatment and/or elder abuse as reasonably necessary or appropriate as stated in the signed Memorandum of Understanding ("MOU") partnership agreement which includes:
  - a. Participate in the enforcement, apprehension, and prosecution of domestic violence offenders while collaborating with other law enforcement agencies and prosecutors;
  - b. Investigate criminal allegations of domestic violence, sex crimes, and child victim crimes in accordance with the Greensboro Police Department's mission statement;
  - c. Dedicate law enforcement services, including specialized advocacy and safety services through the department's Family Victim's Unit;
  - d. Participate in FJC partner meetings and network with all participating FJC agencies in a collaborative effort to reduce domestic violence, sexual assault, child maltreatment, and elder abuse:
  - e. Refer FJC clients to other community partners as needed.
- 2. Assign the following employee(s) to work at the FJC as agreed in writing by the parties;
  - a. One (1) Sergeant

- b. One (1) Corporal
- c. Eight (8) Detectives
- d. Two (2) Family Victim's Unit Support Staff
- 3. Provide access to the assigned PARTNER employee to shared office space when on-site providing services;
- 4. Maintain liability insurance of at least \$1,000,000, making the COUNTY an additional insured, and provide a current copy of Certificate of Insurance to the COUNTY or provide legal documentation releasing liability; SEE ATTACHED LETTER.
- 5. Abide by the existing floor plans and space allocated for the PARTNER at the PREMISES and refrain from making modifications to the building including, but not limited to, adding window blinds and/or drapes ("Original Condition");
- 6. Make arrangements for and pay all office supply expenses at the FJC for its employees, volunteers, contractors and invitees;
- 7. Maintain a professional workspace, including, but not limited to, maintaining cleanliness, and refraining from the display of personal items;
- 8. Abide by the policies and procedures as set forth by the Executive Partner Team in the FJC Operations Manual.

#### C. OTHER PROVISIONS.

The parties further agree as follows:

- 1. The participation of the PARTNER at the FJC does not create any employment, tenancy or agency relationship between the COUNTY and the PARTNER or any of its officers, employees, volunteers, agents or contractors;
- The COUNTY may unilaterally terminate this AGREEMENT upon a sixty (60) day written notice to the PARTNER, except under extraordinary circumstances upon the Executive Partner Team's findings that those extraordinary circumstances exist and require immediate termination of the PARTNER'S activities at the FJC;
- 3. The PARTNER may terminate this AGREEMENT upon a sixty (60) day written notice to the COUNTY:
- 4. Upon termination of this AGREEMENT, the PARTNER shall promptly surrender the PREMISES in its Original Condition, including a broom-clean of the PREMISES, and shall remove all items other than property owned by the COUNTY;
- 5. The PARTNER shall be liable for the costs of any damage caused to the FJC by its personnel, employees, volunteers, agents or contractors;
- 6. The COUNTY shall have responsibility for the overall operation of the FJC. The COUNTY shall have the right to enter and inspect the PREMISES, and change the assigned PREMISES as necessary with at least a ten (10) day notice to the PARTNER;
- 7. The PARTNER shall indemnify and hold harmless the COUNTY, its officers, employees and agents, from and against all liability, damages, expense or costs of any kind arising from the negligence or misconduct of the PARTNER'S personnel, employees, invitees, volunteers or contractors;
- 8. Provide any necessary reasonable modification and/or effective communication to recipients of its services. The PARTNER shall be responsible for compliance with the Americans with Disabilities Act and North Carolina accessibility laws in the operation of its service (s). The PARTNER agrees to provide any necessary reasonable modification and/or effective communication to recipients of its services;

9. Nothing in this agreement shall be constructed to waive the governmental immunity of any party, the public official immunity of any officer or employee, or any other privilege or immunity afforded by federal, state, or local law. There are no intended third party beneficiaries of this AGREEMENT.

### **TERMS AND TERMINATION**

This AGREEMENT shall be effective beginning June 1, 2015 and shall continue for a term of one (1) year, automatically renewing for successive one (1) year periods, upon and based upon the execution date of this AGREEMENT unless either agency gives 60 (sixty) days written notice rejecting renewal of its Partnership Agreement. All notices required or permitted under this AGREEMENT shall be in writing and shall be conclusively deemed to have been satisfactorily delivered upon occurrence of one or more of the following delivery methods to Catherine Johnson, FJC Director: (a) personal delivery at 201 South Greene Street, Greensboro, North Carolina, 27401, (b) successful facsimile transmission to (336) 641-2320, (c) or electronic mail to cjohnso5@co.guilford.nc.us. Catherine Johnson will be responsible for providing notice to all remaining FJC Partners.

### **MODIFICATION**

This AGREEMENT may be amended or modified on consent of both parties regarding any requested changes. Each party declares its understanding and hereby consents to the above-stated conditions as demonstrated by the authorized signatures below.

GUILFORD COUNTY		ATTEST:	
Marty K. Lawing, County Manager	6-12-15 Date	Robin Keller, Clerk to Board	0/16/15 Date
		(COUNTY SEAL)	
CITY OF GREENSBORO		ATTEST:	
City Manager		City Clerk	
GREENSBORO POLICE DEPARTI	MENT		
Chief	Date		

# GUILFORD CITY/COUNTY INSURANCE ADVISORY COMMITTEE

Rudy Hinnant, CIC, LUTCF William E. Smith, CIC Betty G. Stubbins, CPCU, CIC, CISR, CPIW Richard Trexler 620 Green Valley Road Suite 302 Greensboro, NC 27408

Telephone 336-299-1991 Telephone 336-299-1339 David P. Landon Chairman

John Causey, CLU, ChFC, LUTCF Vice-Chairman

Everette Arnold, CPCU, ARM Executive Director

July 8, 2015

**Guilford County** 

Re:

City of Greensboro (Greensboro Police Department)

**Guilford County Family Justice Center** 

201 South Greene Street, Greensboro, NC 27401

June 2015 to June 2016

The City of Greensboro is self-funded for liability losses, including both General Liability and Law Enforcement Liability. Any agreement signed by the City will be covered under the self-funded plan according to the provisions of the agreement and applicable law. The first \$100,000.00 of any liability loss will be self-funded and any higher amount will be payable by the Local Government Excess Liability Fund, Inc., up to a limit of \$1,000,000.00. (subject to the provisions of the Excess Liability Fund).

Very truly yours,

Everette Arnold, CPCU, ARM

**Executive Director** 

cc: Bonnie Harvell (via email)

Becky Peterson-Buie (via email)