

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: DECEMBER 19, 2019

AGENDA ITEM NUMBER: 19

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIBERTY PLAZA, LLC, TO PROVIDE PARKING SPACE SERVICES TO FORSYTH COUNTY

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS*
COUNTY MANAGER

DATE: December 16, 2019

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
LIBERTY PLAZA, LLC, TO PROVIDE PARKING SPACE SERVICES
TO FORSYTH COUNTY**

WHEREAS Forsyth County provides free parking for citizens serving on jury duty at the Forsyth County Hall of Justice, as required by N.C.G.S. 7A-304, as well as parking for courthouse staff working in the Forsyth County Hall of Justice; and

WHEREAS staff recommend entering into an agreement with Liberty Plaza, LLC, to provide parking space services at the Liberty Plaza Parking Deck to citizens serving on jury duty and courthouse staff at the Forsyth County Hall of Justice, at a total not to exceed amount of \$95,000.00, beginning November 1, 2019, and ending June 30, 2020;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes execution by the Chairman or County Manager and the Clerk to the Board of an agreement with Liberty Plaza, LLC, for the provision for parking space services at a total not to exceed amount of \$95,000.00, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this the 19th day of December 2019.

STATE OF NORTH CAROLINA

FORSYTH COUNTY

AGREEMENT

THIS AGREEMENT, made and effective this 1 day of November, 2019, by and between Forsyth County, North Carolina (the "County"), and Liberty Plaza, LLC (the "Provider");

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

1. Services. Provider shall provide parking space services to Forsyth County for courthouse operations, to include daily parking services at an hourly rate per space, unreserved monthly parking services at a monthly rate per space, and reserved monthly parking services at a monthly rate per space. The Provider shall perform such services as set forth in Attachment A, attached hereto.

The following documents, attached hereto, are incorporated herein:

Attachment A labeled Liberty Plaza, LLC

2. Term. The services of the Provider shall begin on November 1, 2019 and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2020; provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, or upon 7 days written notice if the Provider breaches the Agreement.

3. Compensation. As full compensation for the Provider's services, the County agrees to pay the Provider an hourly rate as defined in Attachment A per space, per day for daily parking services (not to exceed \$9.00 per space within a 24-hour period), \$65.00 per month per space for unreserved monthly parking services, and \$80.00 per month per space for reserved monthly parking services, payable in installments. The Provider shall bill the County monthly for services rendered during the preceding 30 days. The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$95,000.

4. Independent Contractor. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of

the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. **Indemnification.** The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

6. **Insurance.** The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

7. **County Property.** Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

8. **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:

Kirby J. Robinson, Assistant Director of General Services
201 N. Chestnut Street
Winston-Salem, NC 27101
robinskj@forsyth.cc

For the Provider:

Emory Croom, Agent
102 W. Third Street
Suite 535
Winston-Salem, NC 27101
emory@acc realestate.com

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- 9. Assignment.** The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.
- 10. Waiver.** No action or failure to act by the County 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.
- 11. Governing Law.** This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.
- 12. Nonappropriation.** Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.
- 13. Survival of Provisions.** All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.
- 14. 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.
- 15. Conflict with Attachments.** In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.
- 16. Miscellaneous.** The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43,

147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

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: _____

PROVIDER: LIBERTY PLAZA, LLC

(SEAL)

By: 

Printed Name: Emory E. Croom III

Title: Agent for Liberty Plaza

Date: 11.5.19

Attachment A

Liberty Plaza, LLC

10/21/2019

Forsyth County Government
201 N. Chestnut Street
Winston-Salem, NC 27101

Dear Forsyth County:

Below are the charges for Forsyth County parking at the Liberty Plaza Parking Deck:

- Hourly parking for jurors and VTC volunteers at the following rates:
 - 0-30 min - \$1.00
 - 30 min-1 hour - \$2.00
 - 1-2 hours - \$3.00
 - 2-3 hours - \$4.00
 - 3-4 hours - \$5.00
 - 4-5 hours - \$6.00
 - 5-6 hours - \$7.00
 - 6-7 hours - \$8.00
 - 7-24 hours - \$9.00
- Monthly parking for unreserved spaces at \$65 per parking spot
- Monthly parking for reserved spaces at \$80 per parking spot

Sincerely-

Liberty Plaza, LLC

102 WEST THIRD ST. SUITE 535
WINSTON-SALEM, NC 27101
T 336-768-1800

