

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Memorandum of Understanding – Guilford County Board of Education**

**From:** JoAnne Carlyle, City Attorney

**Meeting Date:** Monday, March 7, 2022

**Public Hearing:** Not Required

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Agreement

---

#### **Purpose/Background:**

Council is requested to approve a Memorandum of Understanding (“MOU”) with The Guilford County Board of Education (“GCS”) which memorializes High Point allowing GCS students access to the City’s regular bus transportation service. Students will be issued a “One Card” to ride the buses and GCS will pay High Point for those services on a monthly basis. The term of the MOU is for the School Year 2021-2022 and will be adjusted as needed based on academic calendars.

#### **Budget Impact:**

No impact.

#### **Recommendation:**

Staff recommends Council approve the Memorandum of Understanding with the Guilford County Board of Education.

**NORTH CAROLINA  
GUILFORD COUNTY**

**MEMORANDUM OF UNDERSTANDING  
STUDENT TRANSPORTATION**

This Agreement made and entered into this the 10<sup>th</sup> day of January, 2022 by and between the **CITY OF HIGH POINT** (hereinafter referred to as "**CITY**"), and **THE GUILFORD COUNTY BOARD OF EDUCATION** (also known as Guilford County Schools and referred to herein as "**GCS**"), a North Carolina body corporate in the State of North Carolina designated to operate the public schools in the County, with a principal place of business located at 712 North Eugene Street, Greensboro, North Carolina.

**WHEREAS**, GCS requests the **CITY** to allow its high school students to have access to the **CITY'S** regular bus transportation service with a valid **GCS** issued "One Card" (hereinafter referred to "Eligible Riders") and **GCS** to pay for these services on a monthly basis;

**WHEREAS**, **CITY** has agreed to allow such access its regular High Point Transit Agency services and wants to facilitate use of City transportation by its residents;

**NOW THEREFORE**, in consideration of the foregoing and the mutual representations, covenants and conditions contained herein, the parties hereby agree as follows:

1. High Point Transit Agency service will allow **GCS** Eligible Students (defined as those students of **GCS** in possession of a One Card or Student ID designating them as a **GCS** student who are travelling to or from a **GCS** school) to access the system for the purpose of school transportation during the School Year 2021-2022 on the following schedule (dates will be adjusted as needed based on academic calendars):

**School Year 2021-2022**

- School days between January 10, 2022 – second week in June, 2022

- These dates are subject to change based on the GCS's School calendar.
- GCS will not be charged for any student ridership on days when school is not in session in person, including weekends, where no ridership charges are permitted. A copy of the GCS school calendar is attached hereto and marked Attachment B.

2. **Term of Agreement.** The term of this Agreement shall begin on January 10, 2021 and continue until terminated by either party upon thirty days' notice or until June 30, 2022, whichever is later.

3. **No Joint Venture.** Nothing in this Agreement is intended to create a joint venture or partnership and each party remains responsible for its own obligations.

4. **Responsibilities of CITY.**

A. CITY shall allow access to the existing transit system to GCS's Eligible Riders during the term of this Agreement. During the term of this Agreement, the GCS Calendar will not be modified except by the mutual consent in writing of both GCS and CITY, other than alterations to the in-person instructional days resulting from inclement weather, pandemic-related effects and other matters out of the control of GCS such as power outages. At the request of GCS, CITY may develop cost estimates for additional services and may add these services if GCS agrees to pay the added cost.

B. The CITY agrees to notify GCS as soon as practicable in the event that any route utilized by GCS students is modified, cancelled, postponed or otherwise altered for any reason including inclement weather, personnel issues or other issue outside of the control of CITY. CITY agrees it will not otherwise alter any routes during the pendency of this Agreement without 5 days' notice to GCS.

C. It is expressly understood and agreed that the CITY owes no duty to any of the GCS's Eligible Riders different from any other patron of the CITY public transportation system. In other words, the CITY owes to students the same duty of care as all other riders and nothing in this Agreement is intended to increase the duties owed to passengers by the

CITY or assume the liability, responsibilities and duties of the Guilford County Board of Education.

**4. Compensation.** GCS agrees to pay a per day ridership fee of \$1.50 (one dollar and fifty cents) per student rider per school day for each GCS student that uses a One Card or Student ID to ride CITY buses on days when instruction is delivered at a school site designated in this Agreement. Additionally, the CITY agrees to allow GCS students showing a One Card to ride the transportation system at any time during those days. In addition to and without compromising any other legal rights and remedies that CITY may have in enforcing the terms of this Agreement, CITY, may, in its sole discretion, terminate the permitted use of the GCS "One Card" or any other similar method provided by GCS to its students to ride the CITY's transit system if any part of a scheduled payment remains unpaid for thirty days (30) or more after it is due. Finally, GCS may arrange with the City for Students to be able to use CITY transit at other times and the CITY agrees to facilitate ridership by GCS Students at other times by amendment to this Agreement.

## **5. GCS's Responsibilities:**

### **A. GCS Students**

**GCS does not delegate to the CITY any special duty of care by way of this Agreement. The CITY has the same duty of care to students as it does to other riders.**

- B. GCS personnel will notify its students of how to use CITY services by using a One Card and/or current student photo identification card and is responsible for training students on how to access the bus transportation service.**

### **A. Marketing, Advertising and Communications Support.**

**GCS will cooperate to the best of its ability with CITY efforts to advertise, market and otherwise promote High Point Transit Agency to eligible riders. To the extent possible, GCS will integrate High Point Transit Agency promotional information into its existing marketing and communications mechanisms.**

**These mechanisms include links from High Point Transit Agency web sites to school web sites and the use of school intranet and internal messaging systems. In addition, GCS will support efforts to advertise and promote High Point Transit Agency in campus print publications. Practical efforts to integrate High Point Transit Agency stop and shelter locations onto campus maps, signage and other media that may be appropriate to reach Eligible Riders will be undertaken.**

**While complimentary advertising and marketing mechanisms are not expected or required, a cooperative approach in developing and implementing an effective communications campaign will help to ensure the success of this project.**

### **C. Fare Media and Identification Tracking**

**GCS will be responsible for the accuracy, correctness and validity of the eligible rider population for its school. Where the GCS issued "One Card" or some other ID card is the fare instrument, GCS will be responsible for comparing valid IDs to the IDs on the monthly ridership report and within ten (10) days of receiving the monthly ridership report, notify CITY of any invalid IDs on the report.**

GCS must identify a contact person responsible for compliance with this paragraph and provide both telephone and email information for the designee.

CITY will maintain a hotlist of invalid GCS ID card numbers in the farebox system. GCS will notify CITY of any previous invalid GCS ID that is no longer invalid. CITY will implement a process to remove GCS IDs from the hotlist within twenty-four (24) hours of notice.

Changes to valid and invalid GCS ID reports should be sent to:

CITY OF HIGH POINT

Angela Wynes, Transit Manager  
[Angela.wynes@highpointnc.gov](mailto:Angela.wynes@highpointnc.gov)  
336.833.3062  
716 W. Martin Luther King Jr Drive  
High Point, NC 27262

GCS

Michelle Reed, Chief Operating Officer  
[Reedm3@gcsnc.com](mailto:Reedm3@gcsnc.com)  
336 522 6322  
712 N. Eugene Street,  
Greensboro, NC 27401

6. **Termination Notice.** This Agreement may be terminated by either party by sending a written thirty day (30) Notice of Termination to the other party.
7. **Notices and Other Communications.** All notices and other communications pursuant to this Agreement other than as identified in paragraph 5C above shall be in writing and shall be delivered whether by hand, fax, email or first class mail as follows:

To the CITY:

Angela Wynes, Transit Manager  
[Angela.wynes@highpointnc.gov](mailto:Angela.wynes@highpointnc.gov)  
336.833.3062  
716 W. Martin Luther King Jr Drive  
High Point, NC 27262

To GCS:

Michelle Reed, Chief Operating Officer  
[Reedm3@gcsnc.com](mailto:Reedm3@gcsnc.com)  
336 522 6322  
712 N. Eugene Street,  
Greensboro, NC 27401

8. **Governing Law.** This Agreement shall be governed by and construed pursuant to the law of the State of North Carolina.

9. **Modification of Agreement.** This Agreement may be amended by mutual agreement of the parties hereto in writing.

#### 10. ADDITIONAL TERMS AND CONDITIONS

- A. Confidential Information: Except as otherwise required by law, the GCS will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Consultant believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the GCS.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the CITY is not public information and will not be released to the public by the CITY. The CITY will notify GCS of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which GCS has previously marked "Confidential", and if GCS objects to the disclosure of any of the records responsive to the request, GCS will notify the CITY in writing within

forty-eight (48) hours. If so notified, the CITY will not disclose the records until ordered to do so by a court of competent jurisdiction, and GCS will enter an appearance as a party in- interest and defend the CITY in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which GCS objected. GCS will indemnify, save harmless, and pay any and all attorney's fees incurred by the CITY and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of GCS's objection to the release of the public records. GCS will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the CITY incurs as a result of GCS's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

B. As required by G.S. § 143-48.5 (Session Law 2013-418), GCS certifies that it complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

C. GCS shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered parties take affirmative action to employ and advance in employment individuals with regard to race, color, religion, sex, national origin, protected veteran status or disability.

D. It is understood and agreed between the parties that payment of compensation specified in this Contract is dependent upon and subject to the sufficiency of funds for the purpose set forth in this Contract. At this time, it is believed that appropriate funds have been allocated to compensate for the fees described above. If such funds are not allocated or not sufficient, GCS may terminate this agreement with minimal penalty or liability.

E. GCS certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. GCS also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North



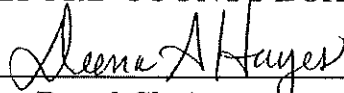
Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

F. GCS certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.55 *et seq.* and GCS will not utilize any subcontractor found on the NC State Treasurer's Final Divestment List created pursuant to N.C.G.S. 147-86.58. All individuals signing this Agreement on behalf of GCS certify that they are authorized by the Consultant to make this certification.

G. As of the date of this Agreement, GCS certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.


IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed on the day and year first above written.

**GUILFORD COUNTY BOARD OF EDUCATION**

By:   
Its: Board Chair

Date: 1/26/2022

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

 02-15-2022  
Chief Financial Officer, Guilford County Board of Education

**CITY OF HIGH POINT**

By: \_\_\_\_\_

Its: \_\_\_\_\_