

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JULY 2, 2020

AGENDA ITEM NUMBER: 13

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A USE AGREEMENT BETWEEN FORSYTH COUNTY AND HORIZONS RESIDENTIAL CARE CENTER OF COUNTY OWNED PROPERTY LOCATED IN HORIZONS PARK AT 100 HORIZONS LANE, RURAL HALL, NC
(GENERAL SERVICES DEPARTMENT)**

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: June 30, 2020

**RESOLUTION AUTHORIZING EXECUTION OF A USE AGREEMENT BETWEEN
FORSYTH COUNTY AND HORIZONS RESIDENTIAL CARE CENTER OF
COUNTY OWNED PROPERTY LOCATED IN HORIZONS PARK
AT 100 HORIZONS LANE, RURAL HALL, NC
(GENERAL SERVICES DEPARTMENT)**

WHEREAS Forsyth County owns real property located at 100 Horizons Lane, Rural Hall, N.C., which includes a 2,427 square foot gymnasium and related bathroom facilities; and

WHEREAS Horizons Residential Care Center desires to execute a seven-month Use Agreement with Forsyth County for the purposes of providing a housing of Horizons Residential Care clients who require isolation or quarantining during the COVID-19 pandemic on an as-needed, temporary basis if the property is not being used by the County;

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the above-described Use Agreement, which is attached hereto and incorporated herein by reference, with Horizons Residential Care Center, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 2nd day of July 2020.

NORTH CAROLINA

FORSYTH COUNTY

USE AGREEMENT

THIS AGREEMENT made this 1 day of June 2020, between Forsyth County, herein called "County", and Horizons Residential Care Center, herein called "HRCC".

In consideration of the mutual promises herein contained, the parties agree as follows:

I. Agreement

This Use Agreement governs as-needed use by HRCC of 2,427 square feet of gym space within the Forsyth County owned Administration building located at 100 Horizons Lane, Rural Hall, North Carolina, as shown on Exhibit 1. HRCC is defined to include its officers, members, employees, agents, volunteers, clients, and assigns.

II. Permitted Use

The County grants HRCC permission to enter and use the property identified above for the purpose of providing housing of HRCC clients who require isolation and/or quarantining during the COVID-19 pandemic. HRCC shall not enter or use the property at any time without receiving prior written permission from the County for each requested use, and such permission may be granted or denied in the County's sole discretion.

HRCC acknowledges that the County makes no representation or promises with respect to or affecting the condition of the property, and that the County makes no warranties of acceptability or fitness for a particular purpose.

III. Term

The Property may be used on an as-needed basis for a period of 7 months, beginning June 1, 2020 and ending December 31, 2020. The County reserves the right to terminate this agreement for any reason or for no reason by providing written notice to HRCC of at least 30 days.

IV. Responsibilities

HRCC shall be responsible for all utilities during the term of the agreement. Additionally, HRCC shall be responsible for providing janitorial services at the property, to include Center for Disease Control prescribed cleaning after housing of any isolated and/or quarantined clients.

HRCC shall not alter the property except with the County's express prior written consent. At the conclusion of the permitted use of the property, HRCC will satisfactorily restore the premises to its prior condition, will leave the premises in as good condition and order as found, or will pay for any costs required to restore the premises to its prior condition

V. Indemnification & Insurance

To the extent allowed by applicable law, HRCC agrees to release and hold harmless the County and its representatives from any liability arising from any such use. To the extent

allowed by applicable law, HRCC further agrees to indemnify the County and its representatives from any liability arising out of the above-described access and any fees incurred with such access and inspection activities. HRCC accepts responsibility and liability for the actions and omissions of all officers, members, employees, agents, volunteers, clients, and assigns.

HRCC hereby releases the County as well as its agents and employees, from any and all duties and obligations and from all claims, demands, actual or consequential damages of any nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, that HRCC may have against the County either in connection with the use by HRCC of the property, or the subject matter of this agreement.

HRCC shall maintain insurance coverage as follows and furnish proof of insurance to the County if requested:

- A. Commercial General Liability Insurance. HRCC shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence.
- B. Business Automobile Liability Insurance. HRCC shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. HRCC shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident and disease.

[SIGNATURES ON THE FOLLOWING PAGE]

The undersigned has the right and the authority to make and execute this Use Agreement on behalf of HRCC.

**FORSYTH COUNTY, NORTH
CAROLINA**

J. Dudley Watts, Jr.
County Manager

Date: _____

ATTEST:

Ashleigh Sloop
Clerk

(Seal)

**HORIZONS RESIDENTIAL CARE
CENTER**

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1

