



# Guilford County

## CONTRACT AGREEMENT

COUNTY	CITY
<b>Guilford County</b> 301 West Market Street Greensboro, NC 27401  Telephone No: 336-641-3852 Attention: Donna Riner   Contract No: 209 Parent Contract No: 0	<b>CITY OF GREENSBORO</b> PO BOX 26120 GREENSBORO, NC 27402-6120 <b>Jim Westmoreland</b> 336-373-CITY  jim.westmoreland@greensboro-nc.gov  Attention: Jim Westmoreland

### HIGHLIGHT INFORMATION

<b>Contract Purpose:</b> 800 MHZ RADIO INTERLOCAL AGREEMENT - 36460-04/95-211 <b>Effective Date:</b> July 1, 2017  <b>Contract Type:</b> MAX EXPOSURE SERVICE  <b>Contract Amount:</b> 0.00	<b>Expiration Date:</b> June 30, 2018  <b>Contract Subtype:</b>  <b>Event Number:</b>
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### CONTRACT LINES

Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
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**THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2017, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and CITY OF GREENSBORO, hereinafter referred to as the "CITY," and also collectively referred to as the "Parties."**

### WITNESSETH:

WHEREAS, The CITY and COUNTY have collaborated in a joint Public Safety Radio System since 1995 to benefit the communications of public safety responders, and have determined that there are mutual interests and advantages for the COUNTY and CITY to maintain this relationship; and,

WHEREAS, the CITY and COUNTY desire to reaffirm their commitment to a shared ownership Agreement through promulgation of this Renewal to an existing Interlocal Agreement; and,

WHEREAS, the PARTIES reaffirmed their ownership interests in a series of recent amendments (also, referred to herein as "Renewals"), the most recent of which was Amendment #10 hereto, which was executed on November 20, 2016, and,

WHEREAS, the current system is facing technical obsolescence of components, as well as needing technology enhancements not supported by current infrastructure; and,

WHEREAS, the PARTIES have committed capital funds to the first three years of a multi-year improvement process to upgrade the existing radio system to a P25 system; and,

WHEREAS, the COUNTY and the CITY mutually desire to assure that the radio infrastructure is maintained in a high state of readiness and on current technology platforms; and,

WHEREAS, the COUNTY has begun negotiations with the CITY for a new Interlocal Agreement that will supersede existing Maintenance Agreements that have been in place since 1999 (GUILFORD COUNTY Contract No. 36460-12/98-152) and this Infrastructure Agreement (GUILFORD COUNTY Contract No. 36460-04/95-211); and,

WHEREAS, pursuant to the authority of Chapter 160A, Article 20, Section 461 et seq. of the North Carolina General Statutes, the PARTIES are authorized to enter into this Interlocal Agreement in order to pursue the above stated goals;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, it is hereby agreed as follows:

1. The PARTIES agree that this Renewal Contract serves primarily to allow the COUNTY to pay for Year 3 participation in the Migration Assurance Program (“MAP”) agreement that the CITY committed to Motorola. The MAP agreement includes 800 MHz infrastructure, such as enhancements, maintenance and software user agreements, as well as the addition of UHF paging for COUNTY only use. The timelines of the 800 MHz infrastructure improvements, included in Schedule A, are for mutual agreement and reaffirmed annually with Motorola; and
2. The COUNTY agrees to pay invoices from the CITY for participation in the MAP agreement per the general terms of Schedule A, and COUNTY participation is detailed in Schedule B for Fiscal Year 18.
3. The COUNTY’S maximum exposure for capital funds in Fiscal Year 2018 is \$1,863,103.79 for a 50% share of radio infrastructure and \$478,883.24 for a 50% of direct system maintenance expense with Motorola.
4. The COUNTY will pay Motorola directly for UHF infrastructure, which has received discounted pricing through the MAP agreement with the CITY of Greensboro (Schedule D).
5. The COUNTY contribution for overhead of the City of Greensboro Guilford Metro 911 Technical Services Division has been previously defined in Amendment No. 6 and Amendment No. 7, and will be at a rate of \$106.24 per radio on the system as of July 1, 2017 for Fiscal Year 18 (Schedule C).
6. All COUNTY payments will be paid directly to the CITY, who in turn will distribute to Motorola and other vendors, excluding UHF paging infrastructure. The COUNTY does agree to pay UHF system paging maintenance to the City of Greensboro for disbursement to Motorola through the CITY maintenance agreements with Motorola. For FY18, the amount of maintenance for UHF paging will not exceed \$18,195.07.
7. The CITY and COUNTY both desire to have the new Interlocal Agreement promulgated and approved by the GUILFORD COUNTY Board of Commissioners and the GREENSBORO City Council within Fiscal Year 2018 to supersede this agreement and its many amendments. This Renewal has an immediate effective date with a termination of June 30, 2018.
8. The CITY Technical Services Division will serve as the primary point of contact with the vendor, Motorola, for all upgrades, including the 800 MHz and UHF paging system upgrades.
9. The CITY and COUNTY, as equal owners in the system, will share the infrastructure upgrade expenditure on an equal basis (50/50 share), except for components eligible for funding with 911 surcharge funds (such as consoles) or enhancements that have specific benefit to only one Party (such as VHF/UHF paging which solely benefits COUNTY first responders).

- 10.** All change orders must be reviewed and approved by the COUNTY prior to authorization by the CITY.
- 11.** The CITY will have all expenditures approved by the COUNTY prior to authorizing the work to proceed.
- 12.** This Agreement is subject to continued appropriation by the GUILFORD COUNTY Board of Commissioners, or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 13.** Neither the CITY nor COUNTY will be allowed to enter into agreements for use of the 800 Mhz radio system or its infrastructure without the written consent of the other.
- 14.** Any work in dispute, will not be paid by the COUNTY until outstanding issues are resolved. The COUNTY reserves the right to hire an outside consultant to review any components of the system and make recommendations directly to the COUNTY.
- 15.** All work by the vendor Motorola must be completed in a thorough and competent manner. This will be verified by testing of individual components to insure no degradation of service.
- 16.** The terms of this Agreement may only be modified or revised with a written Contract Agreement executed by both PARTIES.
- 17.** Either Party may terminate this Agreement for any reason and without penalty upon one hundred eighty (180) days written notice to the other Party.
- 18.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. Both PARTIES will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 19.** All other provisions of Contract No. 36460-04/95-211 and its amendments/renewals, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the PARTIES, or terminated as provided herein.

(The remainder of this page has been intentionally left blank. The contract continues, including signatures, on the following page.)

IN WITNESS WHEREOF, the COUNTY and CITY have set their hands and seals as of this day and year first above written.

GUILFORD COUNTY

ATTEST:

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Marty K. Lawing  
Guilford County Manager

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Robin B. Keller  
Guilford County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

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James L. Albright, Director  
Guilford County Emergency Services Department

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N. Reid Baker, III  
Guilford County Finance Director

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The contract continues, including signatures, on the following page.)

Recommended by: \_\_\_\_\_  
Melanie Neal  
Executive Director, Guilford Metro 911

Recommended by: \_\_\_\_\_  
Lewis Cheatham  
Technical Services Manager, Guilford Metro 911

CITY OF GREENSBORO

ATTEST:

\_\_\_\_\_  
Jim Westmoreland  
Greensboro City Manager

\_\_\_\_\_  
Elizabeth H. Richardson  
Greensboro City Clerk

(CITY SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Greensboro Deputy City Finance Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Greensboro City

\_\_\_\_\_  
Attorney