

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

MEMORANDUM OF AGREEMENT

between the

CITY OF GREENSBORO, NORTH CAROLINA

and

GUILFORD COUNTY, NORTH CAROLINA

THIS MEMORANDUM OF AGREEMENT is hereby made and entered into this _____ day of _____, 2014, by and between the CITY OF GREENSBORO, North Carolina, hereinafter referred to as the "CITY" and GUILFORD COUNTY, North Carolina, hereinafter referred to as the "COUNTY," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the CITY is the controlling agency for the Metropolitan Medical Response System (hereinafter referred to as "MMRS") funds available for equipment and training; and,

WHEREAS, pursuant to N.C.G.S. §160A-274, the CITY desires to donate to the COUNTY certain equipment purchased with funds from the CITY's FY 2011 MMRS funds, designated more fully in **Exhibit A**, which is attached hereto and incorporated herein by reference; and,

WHEREAS, the COUNTY agrees to accept the equipment purchased with MMRS funds in accordance with the terms indicated below.

NOW, THEREFORE, pursuant to N.C.G.S. §160A-274, the Parties hereto do mutually agree as follows:

1. The CITY received a grant for the MMRS Program from the North Carolina Department of Public Safety, Division of Emergency Management for the implementation of the State of North Carolina's goals and strategies of the State Homeland Security Strategy 2010-2011. Funds from this MMRS grant were used to purchase the equipment designated more fully in the document attached hereto and incorporated by reference as **Exhibit A**. The aforesaid Memorandum of Agreement between the North Carolina Department of Public Safety, Division of Emergency Management and the "CITY" is attached hereto and incorporated by reference as **Exhibit B**.
2. The CITY is donating the equipment listed in **Exhibit A** to the COUNTY for its use in implementing the State of North Carolina's goals and strategies of the State Homeland Security Strategy.

GUILFORD COUNTY CONTRACT NO. 36460-06/14-304
CITY OF GREENSBORO

3. The CITY is bound by the terms and conditions of the aforesaid attached Memorandum of Agreement between the North Carolina Department of Public Safety, Division of Emergency Management and the "CITY" in the use of the equipment described in **Exhibit B**.
4. The COUNTY is bound by the terms and conditions of the aforesaid attached Memorandum of Agreement between the North Carolina Department of Public Safety, Division of Emergency Management and the CITY in the use of the equipment described in **Exhibit B**.
5. The COUNTY shall hold the North Carolina Department of Public Safety, Division of Emergency Management and the CITY harmless against all claims regardless of nature arising out of the COUNTY's use of the equipment donated under this Memorandum of Agreement.
6. This Memorandum of Agreement must be forwarded to the North Carolina Division of Emergency Management and approval granted prior to its execution by the CITY and the COUNTY.
7. The COUNTY agrees to maintain a complete and accurate inventory of the equipment and associated supplies and to maintain a documented list of location(s) of the equipment that can be produced upon request by an internal or external agency for the purpose of inspection, inventory, financial, or fiscal audits. The COUNTY further warrants that said equipment will be used for the purposes authorized under the Department of Homeland Security grant.
8. It is understood that the COUNTY will retain custody of the property listed in **Exhibit A** and will assume complete responsibility for the equipment including security, maintenance (preventative or otherwise), insurance, and any associated expenses for supplies (disposable or reusable), not already included in the original purchase, and the COUNTY agrees to maintain the listed property in proper working condition per manufacture recommendations and requirements. The COUNTY agrees to deploy the property listed in **Exhibit A** to incidents within the boundaries of the Greensboro MMRS jurisdiction when requested; the requesting agency will be responsible for associated expenses for supplies (disposable and reusable) used during the incident.
9. The Parties agree that this Memorandum of Agreement is subject to the jurisdiction and laws of the State of North Carolina. Both Parties will comply with applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Memorandum of Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
10. This Contract, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.


(The remainder of this page is intentionally left blank.
This Agreement continues with signatures on the following page.)

**GUILFORD COUNTY CONTRACT NO. 36460-06/14-304
CITY OF GREENSBORO**

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement in triplicate originals, as of the day and year indicated above.

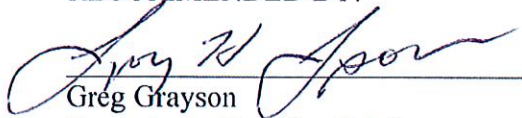
REVIEWED AND APPROVED:

NORTH CAROLINA DIVISION OF EMERGENCY
MANAGEMENT



Legal Counsel
North Carolina Division of Emergency Management

RECOMMENDED BY:



Greg Grayson
Greensboro City Fire Chief

CITY OF GREENSBORO

Jim Westmoreland
Greensboro City Manager

ATTEST:

Greensboro City Clerk

(CITY SEAL)

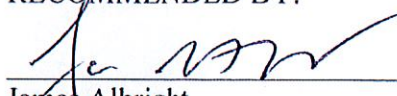
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Greensboro City Finance Director

APPROVED AS TO FORM:

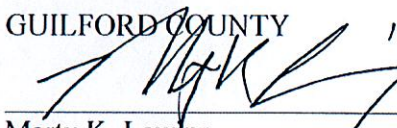
Greensboro City Attorney

RECOMMENDED BY:

 10/2/14

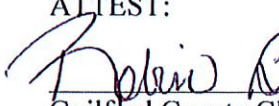
James Albright
Guilford County Emergency Services Director

GUILFORD COUNTY

 11-7-14

Marty K. Lawing
Guilford County Manager


ATTEST:



Guilford County Clerk to Board

(COUNTY SEAL)

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



Guilford County Finance Director

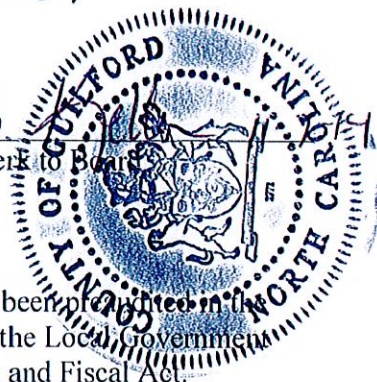


EXHIBIT A

Attachment B

Item Description	Quantity	Invoice #	Serial/VIN	Equip. Condition	Location	MMRS ID #
ASAP911 ATV	1	552	4XAHR76A5D4317862	New	Guilford County	VIN#35
Trailer for ASAP ATV	1	552	5HCKC2027DE028508	New	Guilford County	VIN#34
Active Shooter Bags	TBD	TBD	TBD	TBD	TBD	TBD
15 X 12 Shelter	2	1055	090713402 - 002 & 006	New	GC Public Health	50, 51
LED TV's	4	GF68662	305RMCJ69492, 305RMLUY69454, 305RMRKU69453, 305RMMMD69451	New	Guilford County	17, 18, 19, 14
LED TV's	2	GG01978	305RMEN69452, 305RMCJ69491	New	Guilford County	15, 16
Used Iridium Sat Phone	1	36181	300015010063990	Used/Good	Guilford County	33
De'll Desktop Computer	6	XJCWTCDX2	43012330994, 43012377650, 43012424306, 43012517618,	New	Guilford County	27-32
Hardware Rack EOC	1	JV17342	43012564274, 43012610930 na	New	Guilford County	22

ATTACHMENT C

MEMORANDUM OF AGREEMENT

between the

CITY OF GREENSBORO, NORTH CAROLINA

AND

CITY OF HIGH POINT, NORTH CAROLINA

This Memorandum of Agreement is made this ____ day of _____, 2014, by the City of Greensboro, North Carolina, hereinafter referred to as "City" and the City of High Point, North Carolina, hereinafter referred to as "High Point".

WITNESSETH:

WHEREAS, the City is the controlling agency for MMRS funds available for equipment and training; and

WHEREAS, pursuant to N.C.G.S. §160A-274, the City desires to donate to High Point certain equipment, designated more fully in Exhibit A attached hereto and incorporated herein by reference, purchased with funds from the City's FY 2011 Metropolitan Medical Response System funds (hereinafter, "MMRS"); and

WHEREAS, High Point agrees to accept the equipment purchased with MMRS funds in accordance with the terms indicated below.

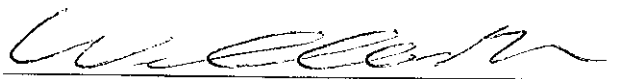
NOW, THEREFORE, pursuant to N.C.G.S. §160A-274, the parties hereto do mutually agree as follows:

1. The City received a grant for the MMRS Program from the North Carolina Department of Public Safety, Division of Emergency Management for the implementation of the State of North Carolina's goals and strategies of the State Homeland Security Strategy 2010-2011. Funds from this MMRS grant were used to purchase the equipment designated more fully in the document attached hereto and incorporated by reference as Exhibit A. The aforesaid Memorandum of Agreement between the North Carolina Department of Public Safety, Division of Emergency Management and the "City" is attached hereto and incorporated by reference as Exhibit B.
2. The "City" is donating the equipment in Exhibit A to High Point for its use in implementing the State of North Carolina's goals and strategies of the State Homeland Security Strategy.

3. The "City" is bound by the terms and conditions of the aforesaid attached Memorandum of Agreement between the North Carolina Department of Public Safety, Division of Emergency Management and the "City" in the use of the equipment described in Exhibit A.
4. High Point is bound by the terms and conditions of the aforesaid attached Memorandum of Agreement between the North Carolina Department of Public Safety, Division of Emergency Management and the "City" in the use of the equipment described in Exhibit A.
5. High Point shall hold the North Carolina Department of Public Safety, Division of Emergency Management and "City" harmless against all claims regardless of nature arising out of High Point's use of the equipment donated under this Memorandum of Agreement.
6. This Memorandum of Agreement must be forwarded to the Division of Emergency Management and approval granted prior to its execution by the City and High Point.
7. High Point agrees to maintain a complete and accurate inventory of the equipment and associated supplies and to maintain a documented list of location(s) of the equipment that can be produced upon request by an internal or external agency for the purpose of inspection, inventory, financial, or fiscal audits. High Point further warrants that said equipment will be used for the purposes authorized under the Department of Homeland Security grant.
8. It is understood that High Point will retain custody of the property listed in Exhibit A and will assume complete responsibility for the equipment including security, maintenance (preventative or otherwise), insurance, and any associated expenses for supplies (disposable or reusable), not already included in the original purchase, and High Point agrees to maintain the listed property in proper working condition per manufacture recommendations and requirements. High Point agrees to deploy the property listed in Exhibit A to incidents within the boundaries of the Greensboro MMRS jurisdiction when requested; the requesting agency will be responsible for associated expenses for supplies (disposable and reusable) used during the incident.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement in triplicate originals, the day and year indicated above.

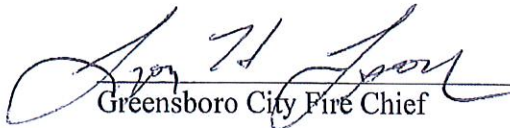
North Carolina Division of Emergency Management
Reviewed and Approved



Legal Counsel
North Carolina Division of Emergency Management

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Recommended by:


Greensboro City Fire Chief

CITY OF GREENSBORO

Greensboro City Manager

Attest:

Greensboro City Clerk


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

Greensboro City Finance Director

Approved as to Form:

Greensboro City Attorney

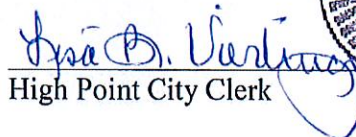
Recommended by:


High Point City Fire Chief

CITY OF High Point


High Point City Manager

Attest:


High Point City Clerk



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

 11/12/14
High Point City Finance Director

Approved as to Form and Legality:


High Point City Attorney

EXHIBIT A

Attachment D

Item Description	Quantity	Invoice #	Serial/VIN	Equip. Condition	Location	MMRS ID #
Used Iridium Sat Phone	1	36181	300015010063990	Used/Good	HPEM	68