

GUILFORD COUNTY CONTRACT NO. 36460-12/15-200
CITY OF GREENSBORO

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**INTERGOVERNMENTAL AGREEMENT
FOR SOFTWARE USER ACCESS
CITY OF GREENSBORO
GUILFORD METRO 9-1-1**

CITY OF GREENSBORO
GUILFORD METRO 9-1-1 DEPARTMENT
1201 Coliseum Blvd.
Greensboro, NC 27403

and

GUILFORD COUNTY
1002 Meadowood Street
Greensboro, NC 27409
336-641-6573
Jim.Albright@guilford-es.com

CONTRACT INFORMATION

City of Greensboro Contract No. 2016-_____

Guilford County Contract No. 36460-12/15-200

Contract Description: SunGard Freedom/MCT Software User Access Agreement

THIS CONTRACT is hereby made and entered into by and between the CITY OF GREENSBORO, a municipal corporation of the State of North Carolina (hereinafter referred to as the CITY), and GUILFORD COUNTY, a county corporation (hereinafter referred to as GUILFORD COUNTY), and also collectively referred to as the "Parties."

WHEREAS, GUILFORD COUNTY and the CITY enter into this Agreement, the "Software User Access Agreement", dated **upon the date signed below**; and

WHEREAS, the CITY desires that the following public safety agency (the **Accessing Agency**), GUILFORD COUNTY, obtains access to certain software provided under license to the CITY's Guilford Metro 911 Department; and

WHEREAS, the software to be accessed by Accessing Agency is SunGard Freedom/MCT software, which is accessible by mobile devices including smart phones, tablets and laptop computers. The vendor providing the software is SunGard Public Sector, Inc.,

NOW, THEREFORE, the Parties agree as follows:

1. GUILFORD COUNTY requests that the CITY grant Accessing Agency access to SunGard Freedom and Mobile Client Software licensed to the CITY's Guilford Metro 911 Department, which shall be subject to the terms of this Software User Access Agreement as follows:

A. The CITY shall have the right to terminate this Access Agreement upon breach of this Access Agreement by GUILFORD COUNTY. Prior to termination, the CITY will provide GUILFORD COUNTY written notice of breach and a period for cure, which they will determine on a case by case basis. If cure is not affected within the specified period, the CITY may suspend access for GUILFORD COUNTY until compliance is attained.

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B. In the event that this Software User Access Agreement should be terminated, the CITY shall be under no obligation to GUILFORD COUNTY to permit continued access to SunGard Freedom and Mobile Client Software under this Agreement.

C. This Agreement may be terminated by the COUNTY upon thirty (30) days written notice to the CITY.

D. GUILFORD COUNTY agrees that SunGard Freedom and Mobile Client Software constitutes proprietary information and trade secrets of SunGard Public Sector, Inc., and will remain the sole property of SunGard Public Sector, Inc. GUILFORD COUNTY agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of SunGard Freedom and Mobile Client Software. GUILFORD COUNTY shall hold in confidence the proprietary information for its benefit and internal use only by its designated employees. GUILFORD COUNTY further acknowledges that, in the event of a breach or threatened breach of the provisions of this paragraph, the CITY has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

E. Accessing Agency shall be the contact to assure adequate coordination in the event support services for the SunGard Freedom and Mobile Client Software are required. Accessing Agency shall contact or coordinate contact with their current designated information technology provider for support services. Guilford Metro 911 may directly contact Accessing Agency for clarification and coordination of services as required.

F. GUILFORD COUNTY agrees that it is solely responsible for any costs or fees related to the hardware, cellular service or other add-ons GUILFORD COUNTY may desire to use in conjunction with Freedom/MCT software.

G. GUILFORD COUNTY agrees that it will abide by the terms and conditions of the SunGard Freedom and Mobile Client Software End User Policy. Prior to allowing any employee of GUILFORD COUNTY to have access to the software, GUILFORD COUNTY shall provide an agreement signed by each employee to receive access in which the employee agrees to abide by the terms and conditions of the End User Policy.

H. End Users of Accessing Agency shall take all reasonable precautions to assure safe vehicle operation at all times, and agree they shall not use Freedom/MCT software in any manner that impairs their ability to operate a vehicle. In the event that a GUILFORD COUNTY end user has an accident while operating a vehicle, GUILFORD COUNTY agrees to indemnify the CITY OF GREENSBORO from all liability associated with vehicle accidents caused by any GUILFORD COUNTY End User's accessing Freedom/MCT software while operating a vehicle.

I. GUILFORD COUNTY shall not discriminate against any worker, employee or applicant or any other member of the public on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity nor otherwise commit any other unfair employment process.

J. Guilford Metro 911 will provide this access, without cost to Accessing Agency based on the NC State 911 Board's requirements and 911 surcharge eligible funding. For any additional features GUILFORD COUNTY will be solely responsible for contacting SunGard Public Sector, Inc. for a direct purchase unless these services are already being paid for with non-surcharge dollars by the current provider or another authorized agency. The NC State 911 Board defines the following wording in Section K. as an approved use which is subject to change at their discretion.

K. Message switch software that allows for voiceless dispatch, status updates, and mobile to Computer Aided Dispatch (CAD) messaging. This will include CAD licensing costs for mobile computer

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terminals, smartphones and tablets. Some message switch software may include many additional modules, i.e. access to records management systems (RMS, Firehouse), access to local, state and national databases (warrants, DCI, NCIC), jail management systems (JMS), that are not a part of the 911 process and are not eligible. (January 24, 2014)

L. The CITY OF GREENSBORO Guilford Metro 911 Department will only configure and deliver this software to a limited and defined number of users per each organization as approved by Guilford Metro 911 and defined in Attachment A, License Allocation and Distribution, which is attached to this agreement and incorporated by reference herein.

M. Each End User or Accessing Agency shall submit in writing to Guilford Metro 911 an initial request for licenses that lists number of users in accordance with specifications for each agency as provided in Attachment A. Any subsequent revisions shall also be submitted to Guilford Metro 911 for approval. Guilford Metro 911, as Software Administrator, may, upon their approval of additional licenses, update this attachment in accordance with future agency requests. Agency shall be provided with an updated License Allocation and Distribution Attachment A when applicable.

N. Except as neither expressly stated in this Agreement, no further rights are granted nor are further obligations due from Guilford Metro 911 to GUILFORD COUNTY. All Parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

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2. This Agreement is intended by the Parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties.

IN WITNESS WHEREOF, the COUNTY and CITY have set their hands and seals, all pursuant to authority duly granted as of the day and year signed below.

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

APPROVED AS TO FORM:

Guilford County Finance Director

Greensboro City Attorney

RECOMMENDED BY:

RECOMMENDED BY:

**GUILFORD COUNTY EMERGENCY SERVICES
DEPARTMENT**

GUILFORD METRO 911

BY: _____

BY: _____

PRINT NAME: Jim Albright

PRINT NAME: Melanie Neal

PRINT TITLE: Emergency Services Director

PRINT TITLE: Guilford Metro 911 Director

DATE SIGNED: _____

DATE SIGNED: _____

APPROVED BY:

APPROVED BY:

GUILFORD COUNTY

CITY OF GREENSBORO

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: Guilford County Manager

PRINT TITLE: City Manager

DATE SIGNED: _____

DATE SIGNED: _____

ATTEST:

ATTEST:

BY: _____

BY: _____

PRINT NAME: Robin Keller

PRINT NAME: _____

PRINT TITLE: Guilford County Clerk to Board

PRINT TITLE: Greensboro City Clerk

DATE SIGNED: _____

DATE SIGNED: _____

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CITY OF GREENSBORO**

**INTERGOVERNMENTAL AND INTERDEPARTMENTAL AGREEMENT
FOR SOFTWARE USER ACCESS**

**ATTACHMENT A
SUNGARD FREEDOM/MCT SOFTWARE
LICENSE ALLOCATION AND DISTRIBUTION
Updated January 1, 2016**

1. County Emergency Services. License will be provided to the Director, his designated administration, staff, and apparatus only for a maximum quantity of one hundred and fifty (150) accounts.
2. County Fire Departments. License will be provided to the Chief and his designated officers in accordance with in-use apparatus as determined by the Chief. The maximum quantity of licenses provided will reflect every piece of apparatus, plus 3 per station or substation to be used by officers and one to be used by the chief.
3. County Sheriff's Office. License will be provided to the Sheriff, his designated administration, staff, and apparatus only for a maximum quantity of fifty (50) accounts per district.
4. City Fire Departments. License will be provided to the Chief, his designated administration, staff, and apparatus only for a maximum quantity of ten (10) accounts per station.
5. City Police Department. License will be provided to the Chief, his designated administration, staff, and apparatus only for a maximum quantity of seventy-five (75) accounts per district.

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**ATTACHMENT B
CONTRACT # 2016-_____**

SUNGARD MCT FREEDOM CLIENT SOFTWARE END USER ACCESS AGREEMENT POLICY

Please read the following carefully before agreeing to uphold the provisions of this policy.

Every End User of the SunGard MCT Freedom Software agrees to the following:

1. To assure safe vehicle operation at all times.
2. That they shall not use Freedom/MCT software in any manner that impairs their ability to operate a vehicle.
3. In the event that a GUILFORD COUNTY End User has an accident while operating a vehicle, the End User agrees to indemnify the CITY OF GREENSBORO from all liability associated with vehicle accidents caused by the End User's accessing Freedom/MCT software while operating a vehicle.

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