

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 10
CITY OF GREENSBORO**

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Amendment No 10 to Guilford County Contract No. 36460-04/95-211 for 800 MHz Radio System

THIS AGREEMENT is hereby made and entered into this 30th day of June, 2016, by and between GUILFORD COUNTY, on behalf of its Emergency Services Department, hereinafter referred to as the "COUNTY," and the CITY OF GREENSBORO, on behalf of its Technical Services Division, hereinafter referred to as the "CITY," and also collectively referred to as the "PARTIES."

W I T N E S S E T H :

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 new Amendment to an existing Interlocal Agreement; and,

WHEREAS, the PARTIES reaffirmed their ownership interests in a series of recent amendments, the most recent of which was Amendment #8 hereto, which was executed on November 20, 2014, 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:

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1. The PARTIES agree that this Amendment 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 17.
3. The COUNTY’S maximum exposure for capital funds in Fiscal Year 2017 is \$721,976.23 for a 50% share of radio infrastructure and \$432,707.15 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, 2016 for Fiscal Year 17 (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 FY17, the amount of maintenance for UHF paging will be \$15,404.00.
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 2017 to supersede this agreement and its many amendments. This Amendment has an immediate effective date with a termination of June 30, 2017.
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).

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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 amended with a written Contract Amendment 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, 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.

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Schedule A

GM911 (Emergency Communications) has secured State 911 funds to pay for the MCC7500 consoles in the 911 center.

GM911 Console Upgrade MCC7500	\$1.82 Million	FY 14
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Phase 1 is complete and paid in full by **both Parties** in the amount of \$4,990,688.28.

Phase 2 is complete and paid in full by the COUNTY with a total expenditure by **both Parties** of \$4,122,799

Phase 3 (also denoted as Year 1 of the MAP) is complete and paid in full by the County with a total expenditure by both Parties of \$2,293,762.00. This is the amount prior to removing paging.

Phase 4 (also denoted as Year 2 of the MAP) is nearing completion within FY16

Total Remaining Project Estimate for both Parties:

Maintenance and Project Pricing if Purchased Separately						28-Oct-13
DESCRIPTION	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	TOTALS
Existing Maintenance (Includes all Existing Equipment)	\$334,229	\$501,780	\$548,352	\$564,804	\$581,747	\$2,530,913
SUA II	\$514,958	\$479,400	\$441,400	\$452,200	\$462,800	\$2,350,758
YEAR 1 Project (Tower & 14 Channels)	\$1,811,741					\$1,811,741
Maintenance Additions for YEAR 1 Project	warranty year	\$24,186	\$24,912	\$25,659	\$26,429	\$101,185
YEAR 1 Project (Paging)	\$0					\$0
Maintenance Additions for YEAR 1 Project (Includes 5 stations)	warranty year	\$16,949	\$17,457	\$17,981	\$18,521	\$70,908
YEAR 2 Project (Tower & 14 Channels)		\$1,775,422				\$1,775,422
Maintenance Additions for YEAR 2 Project		warranty year	\$24,912	\$25,659	\$26,429	\$77,000
YEAR 2 Project (Paging)		\$0				\$0
Maintenance Additions for YEAR 1 Project		warranty year	\$1,047	\$1,078	\$1,111	\$3,236
YEAR 3 Project (Tower & 14 Channels)			\$1,734,543			\$1,734,543
Maintenance Additions for YEAR 3 Project			warranty year	\$25,659	\$26,429	\$52,088
YEAR 3 Project (Paging)			\$0			\$0
Maintenance Additions for YEAR 1 Project			warranty year	\$1,078	\$1,110	\$2,188
YEAR 4 Project (Tower & 14 Channels)				\$1,859,487		\$1,859,487
Maintenance Additions for YEAR 4 Project				warranty year	\$26,429	\$26,429
YEAR 4 Project (Paging)				\$0		\$0
Maintenance Additions for YEAR 1 Project				warranty year	\$1,110	\$1,110
YEAR 5 Project (14 Channels @ 9 Sites)					\$4,475,284	\$4,475,284
SUB TOTAL (Maintenance & SUAII)	\$849,187	\$1,022,315	\$1,058,080	\$1,114,119	\$1,172,115	\$5,215,816
SUB TOTAL (Projects)	\$1,811,741	\$1,775,422	\$1,734,543	\$1,859,487	\$4,475,284	\$11,656,477
CUSTOMER LOYALTY SYSTEM DISCOUNT	(\$239,484)	(\$251,796)	(\$251,336)	(\$267,625)	(\$508,266)	(\$1,518,506)
	\$2,421,444	\$2,545,941	\$2,541,287	\$2,705,981	\$5,139,133	\$15,353,786
Loyalty Discount %	9.000000%	9.000000%	9.000000%	9.000000%	9.000000%	
PROPOSED Migration Assurance Plan (MAP)						
DESCRIPTION	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	TOTALS
Maintenance / Projects Purchased Separately	\$2,421,444	\$2,545,941	\$2,541,287	\$2,705,981	\$5,139,133	\$15,353,786
Savings for MAP Mult-Year MAP Agreement	(\$207,014)	(\$216,619)	(\$216,516)	(\$230,427)	\$0	(\$870,577)
5 Year MAP - Payment Option (Spiked)	\$2,214,430.69	\$2,329,321.51	\$2,324,771.16	\$2,475,553.74	\$5,139,133	\$14,483,210
	8.5491858568%	8.5084134383%	8.5199415506%	8.5154828822%		
checksum	\$0.00	\$0.00	\$0.00	\$0.00		
Maintenance / SUAII						
YEAR 1 Project (Tower & 14 Channels; Paging)						
YEAR 2 Project (Tower & 14 Channels; Paging)						
YEAR 3 Project (Tower & 14 Channels; Paging)						
YEAR 4 Project (Tower & 14 Channels; Paging)						
YEAR 5 Project (14 Channels @ 9 Sites)						
NOTES: (1) At the end of the proposed MAP, the annual maintenance and SUAII pricing for 2019 will be \$1,195,557, or the City of Greensboro can renegotiate another long term MAP agreement with Motorola Solutions, Inc.						
(2) The annual payments for the proposed MAP agreements are due within 30 days of the contract start date.						
(3) All pricing is valid through December 15, 2013.						

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Both Parties are responsible for funding of contingencies for the project, and they are not contained within the aforementioned estimates. The determination of ownership of future sites will be negotiated and addressed specifically in the new interlocal. The interlocal will also address the acquisition of sites, preparation, engineering, and consultative needs for a “shovel ready” site per Motorola’s specifications.

Schedule B

	For Fiscal Year	FY17
	Scope of the Work	14 Channel 8 site P25
300212	Infrastructure Sub Total	\$ 1,734,543.00
	Guilford County 50% share	\$ 867,271.50
	Customer Loyalty Discount (9%)	\$ (78,054.44)
		\$ 789,217.07
	MAP Discount	\$ (67,240.83)
		\$ 721,976.23
320210	Maintenance of 800 MHz direct to Motorola	\$ 598,176.00
	SUAll	\$ 441,400.00
	Sub-Total	\$ 1,039,576.00
	Guilford County 50% share	\$ 519,788.00
	Customer Loyalty Discount (9%)	\$ (46,780.92)
		\$ 473,007.08
	MAP Discount	\$ (40,299.93)
		\$ 432,707.15
320210	Maintenance of Paging	\$ 18,504.00
	Guilford County 100% share	\$ 18,504.00
	Customer Loyalty Discount (9%)	\$ (1,665.36)
		\$ 16,838.64
	MAP Discount	\$ (1,434.64)
		\$ 15,404.00
	Summary of Cash Flows	
300212	Infrastructure	\$ 721,976.23
320210	Maintenance	\$ 448,111.15
		\$ 1,170,087.38

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Schedule C

Annual overhead of the Greensboro Technical Services Radio Shop:

\$106.24 x number of Guilford County radios on the system as of July 1, 2016

\$106.24 x 2300 (estimate) = \$244,352.00 payable in quarterly installments.

Schedule D

Maintenance and Project Pricing if Purchased Separately						28-Oct-13
DESCRIPTION	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	TOTALS
Existing Maintenance (Includes all Existing Equipment)	\$0	\$0	\$0	\$0	\$0	\$0
SUA II	\$0	\$0	\$0	\$0	\$0	\$0
YEAR 1 Project (Tower & 14 Channels)	\$0					\$0
Maintenance Additions for YEAR 1 Project	warranty year	\$0	\$0	\$0	\$0	\$0
YEAR 1 Project (Paging)	\$95,327					\$95,327
Maintenance Additions for YEAR 1 Project (Includes 5 stations)	warranty year	\$0	\$0	\$0	\$0	\$0
YEAR 2 Project (Tower & 14 Channels)		\$0				\$0
Maintenance Additions for YEAR 2 Project		warranty year	\$0	\$0	\$0	\$0
YEAR 2 Project (Paging)		\$95,327				\$95,327
Maintenance Additions for YEAR 1 Project		warranty year	\$0	\$0	\$0	\$0
YEAR 3 Project (Tower & 14 Channels)			\$0			\$0
Maintenance Additions for YEAR 3 Project			warranty year	\$0	\$0	\$0
YEAR 3 Project (Paging)			\$96,526			\$96,526
Maintenance Additions for YEAR 1 Project			warranty year	\$0	\$0	\$0
YEAR 4 Project (Tower & 14 Channels)				\$0		\$0
Maintenance Additions for YEAR 4 Project				warranty year	\$0	\$0
YEAR 4 Project (Paging)				\$97,723		\$97,723
Maintenance Additions for YEAR 1 Project				warranty year	\$0	\$0
YEAR 5 Project (14 Channels @ 9 Sites)					\$0	\$0
SUB TOTAL (Maintenance & SUAII)	\$0	\$0	\$0	\$0	\$0	\$0
SUB TOTAL (Projects)	\$95,327	\$95,327	\$96,526	\$97,723	\$0	\$384,903
CUSTOMER LOYALTY SYSTEM DISCOUNT	(\$8,579)	(\$8,579)	(\$8,687)	(\$8,795)	\$0	(\$34,641)
	\$86,748	\$86,748	\$87,839	\$88,928	\$0	\$350,262
Loyalty Discount %	9.000000%	9.000000%	9.000000%	9.000000%	#DIV/0!	
PROPOSED Migration Assurance Plan (MAP)						
DESCRIPTION	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	TOTALS
Maintenance / Projects Purchased Separately	\$86,748	\$86,748	\$87,839	\$88,928	\$0	\$350,262
Savings for MAP Mult-Year MAP Agreement	(\$7,416)	(\$7,381)	(\$7,484)	(\$7,573)	\$0	(\$29,853)
5 Year MAP - Payment Option (Spiked)	\$79,331.36	\$79,366.73	\$80,354.86	\$81,355.29	\$0	\$320,408
MAP Savings %	8.5491858568%	8.5084134383%	8.5199415506%	8.5154828822%		
checksum	\$0.00	\$0.00	\$0.00	\$0.00		
Maintenance / SUAII						
YEAR 1 Project (Tower & 14 Channels; Paging)						
YEAR 2 Project (Tower & 14 Channels; Paging)						
YEAR 3 Project (Tower & 14 Channels; Paging)						
YEAR 4 Project (Tower & 14 Channels; Paging)						
YEAR 5 Project (14 Channels @ 9 Sites)						
NOTES: (1) At the end of the proposed MAP, the annual maintenance and SUA II pricing for 2019 will be \$1,195,557, or the City of Greensboro can renegotiate another long term MAP agreement with Motorola Solutions, Inc.						
(2) The annual payments for the proposed MAP agreements are due within 30 days of the contract start date.						
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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:

Marty K. Lawing
Guilford County Manager

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.

James L. Albright, Director
Guilford County Emergency Services Department

N. Reid Baker, III
Guilford County Finance Director

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Recommended by: _____
Melanie Neal
Executive Director, Guilford Metro 911

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

CITY OF GREENSBORO

ATTEST:

_____ City Manager	_____ City Clerk
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(CITY SEAL)

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

Deputy Finance Officer

APPROVED AS TO FORM:

Chief Deputy City Attorney