

GUILFORD COUNTY CONTRACT NO. 00061-09/16-181
CITY OF GREENSBORO (GREENSBORO) & CITY OF HIGH POINT (HIGH POINT)

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

MEMORANDUM OF AGREEMENT
between
GUILFORD COUNTY
the
CITY OF GREENSBORO, NC
And
THE CITY OF HIGH POINT, NC

AGENCIES:

THIS MEMORANDUM OF AGREEMENT (the “MOA”) is hereby entered into this 6th day of October, 2016, by and between **GUILFORD COUNTY**, on behalf of its Emergency Services Department, Division of Emergency Management, hereinafter referred to as the “**COUNTY**” and the **CITY OF GREENSBORO, NC**, hereinafter referred to as “**GREENSBORO**,” and the **CITY OF HIGH POINT, NC** hereinafter referred to as “**HIGH POINT**,” and also collectively referred to as the “**PARTIES**.”

BACKGROUND:

GUILFORD COUNTY, on behalf of its Division of Emergency Management and through a contract with Everbridge Inc., will maintain a web based Community Notification System (hereafter “System”), utilizing the Everbridge Unified Critical Communications Suite. The parties wish to utilize the existing the system to provide a unified and collaborative system to provide both routine and emergency notifications to residents and businesses in Guilford County, the City of Greensboro, and the City of High Point (to include areas outside of Guilford County).

PURPOSE:

The purpose of this MOA is to establish guidelines and funding mechanisms for the use of the System by the parties to provide routine and emergency notifications.

CONDITIONS:

1. The COUNTY, GREENSBORO, and HIGH POINT will form a partnership to share the Everbridge platform equally between the three jurisdictions.
2. The COUNTY will be responsible for contract administration with Everbridge.
3. The Parties will each identify a lead department to serve as the System Administrator for their jurisdiction.
4. The Parties will appoint 2 representatives each (for a total of 6 members) that will make up the “Notification System Advisory Board” as described in Attachment 1.

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5. All system users will be governed by policies and procedures set forth by the Notification System Advisory Board.
6. This MOA shall be in effect beginning on the date stated in the introductory paragraph of this MOA until such time as being amended or terminated by the Parties.
7. The terms of this MOA may only be modified or amended with a written Amendment executed by all Parties.
8. GREENSBORO will pay the COUNTY \$44,334.00 (1/3 of the total cost) for the first year's implementation in Fiscal Year 2016-2017. Payment is to be received by the COUNTY within thirty (30) days of approval of this MOA.
9. HIGH POINT will pay the COUNTY \$44,334.00 (1/3 of the total cost) for the first year's implementation in Fiscal Year 2016-2017. Payment is to be received by the COUNTY within thirty (30) days of approval of this MOA.
10. The PARTIES will determine subsequent annual payment amounts (not to exceed \$40,834.00, a maximum of 1/3 share of ongoing system costs) through the "Notification System Advisory Board." Payment is to be received by the COUNTY by October 1st of each Fiscal Year.
11. The COUNTY will continue to provide funding to allow for maintenance and support for the System, subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
12. The COUNTY will act as the liaison between Everbridge and the PARTIES of this agreement for customer support, training, and services.
13. This MOA, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties.
14. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The 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.
15. The term of this Contract shall commence on Effective Date of October 6, 2016 and continue for an initial term of one year. This Agreement shall renew for a 1-year term for the following four (4) renewals unless a Party provides written notice of nonrenewal no less than ninety (90) days prior to the conclusion of the initial term or the then current renewal term.
16. Each Party agrees to be solely responsible for its own negligent acts or omissions and willful misconduct, and those of its employees, agents, and subcontractors, in the performance of services provided hereunder.
17. The terms of this Agreement may only be amended with a written Contract Amendment executed by all three Parties.
18. Any Party may terminate this Agreement for any reason and without penalty, upon a six month (6) written notice to the other Parties.

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19. Iran Divestment Act of 2015. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the date first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing Date
Guilford County Manager

Robin Keller Date
Guilford County Clerk to Board

(COUNTY SEAL)

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City of Greensboro Signatures

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City of High Point Signatures

Approved By:

Greg Demko
City of High Point Manager

Date

This Instrument has been preaudited in the manner required by the local Government Budget & Fiscal Control Act.

Approved as to Form

Jeff Moore
City of High Point Financial Services Director

JoAnne Carlyle
City of High Point Attorney

Date

ATTESTED

City of High Point Clerk _____ Date _____

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ATTACHMENT #1 – ADVISORY BOARD

1. **PURPOSE:** The purpose of the Notification System Advisory Board is to determine policies and procedures for the implementation, use, and maintenance of the Community Notification System.
2. **GOVERNANCE:** The purpose of the Notification System Advisory Board is to determine policies and procedures for the implementation, use, and maintenance of the Community Notification System.
 - 2.2. Membership: Due to the shared nature of the system, the representation of the advisory board will consist of:
 - 2.2.1. Guilford County Emergency Management Division Director (Chair)
 - 2.2.2. Guilford County Sheriff's Representative
 - 2.2.3. City of Greensboro Fire Department Representative
 - 2.2.4. City of Greensboro Police Department Representative
 - 2.2.5. City of High Point Fire Department Representative
 - 2.2.6. City of High Point Police Department Representative
 - 2.3. Staff Support
 - 2.3.1. Staff support to the Advisory Board will be provided by the Guilford County Emergency Management Division.
 - 2.4. Roles of Governance Committee
 - 2.4.1. To establish the operating parameters of the system and to provide for the future viability of the system as an on-going concern.
 - 2.4.2. Ensure transparency and public accountability for the operations and finances of the system and its participants
 - 2.4.3. Determine the operating, maintenance and administration policies and procedures for system use.
 - 2.4.4. Determine future system enhancements or modifications.
 - 2.4.5. Determine system expansions to additional allied agencies that are not a part of this initial agreement.
 - 2.4.6. Develop and approve strategic planning of the system, and the ability to offset operating expense through contractual agreements with other entities.
 - 2.4.7. Annually set the rates for system users and owners of the system.
 - 2.4.7.1. For the purposes of this Agreement, OWNERS are defined as the three PARTIES (COUNTY, GREENSBORO, HIGH POINT).
 - 2.4.7.2. USERS are defined as allied agencies that are not elements of the COUNTY, GREENSBORO, or HIGH POINT, that benefit from the infrastructure of the shared asset.
 - 2.4.8. All revenue generated on behalf of the system will be divided among the Parties in a manner determined by the governance committee and reduce the annual share of the Parties