

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**Amendment No 14 to Guilford County Contract No. 36460-04/95-211
for 800 MHz Radio System**

THIS AGREEMENT is hereby made and entered into this 17th day of June, 2021, 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."

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 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 #13 hereto, which was executed in January 2020 and,

WHEREAS, the current system was 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 seven years of a seven-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:

GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO

1. The CITY has been in negotiations with Motorola for maintenance agreements, but only recently finalized a renewal two year term; and
2. The Parties agree that this Amendment serves primarily to allow the COUNTY to pay for 50% of contract system maintenance in Fiscal Year 22 and Fiscal Year 23. Per previous interlocal, the City of Greensboro serves as the primary maintenance contractor of the system and has primary responsibility for negotiation of maintenance agreements with Motorola and its subcontractors. Attachment A is the history of system upgrades and Attachment B is the FY22 and FY23 maintenance agreement with Motorola. For the two-year term, this amount shall not exceed \$2,780,710.05, with payments divided as follows: FY22 \$1,369,808 and FY23 \$1,410,902; and
3. The COUNTY agrees to a 50% share of the costs of purchase, installation, training, and maintenance on Genesis GenWatch3 which allows for monitoring, management, and reporting on Motorola voice and data systems (Attachment C). This agreement is on a calendar year basis, and the CITY will bill the COUNTY for its portion on a fiscal year basis.
4. The COUNTY agrees to a 50% share of fees paid to outside consultants MCM Technology, LLC used to negotiate on behalf of the system. This cost is not expected to exceed \$23,212.19 total or the COUNTY share to exceed \$11,606.10 for FY22; and \$27,140.67 total or the COUNTY share to exceed \$13,570.34 in FY23. As such, the COUNTY should receive all work products from the vendor. (attachment D)
5. In addition, the COUNTY will pay the City of Greensboro directly for maintenance of UHF and VHF paging infrastructure at a time and materials rate (Attachment E).
6. 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, 2021 for Fiscal Year 22 (Attachment F). The CITY OF GREENSBORO has asked for reconsideration of amount, to be increased to \$212.58. This amount may be separately negotiated by the respective Managers of the CITY and COUNTY.
7. All COUNTY payments will be paid directly to the CITY, who in turn will distribute to Motorola and other vendors, excluding UHF/VHF paging infrastructure maintenance.
8. 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 2022 to supersede this Agreement and its many Amendments. This Amendment has an immediate effective date with a termination of June 30, 2023.

GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO

9. 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/VHF paging system maintenance.
10. 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).
11. All change orders must be reviewed and approved by the COUNTY prior to authorization by the CITY.
12. The CITY will have all expenditures approved by the COUNTY prior to authorizing the work to proceed.
13. 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.
14. 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.
15. 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.
16. 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.
17. The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.
18. Either Party may terminate this Agreement for any reason and without penalty upon one hundred eighty (180) days written notice to the other Party.
19. 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.
20. 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.

GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO

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

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

Attachment 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 **both Parties** in the amount of \$4,122,799
- Phase 3 (also denoted as Year 1 of the MAP) is complete and paid in full by **both Parties** in the amount of \$2,293,762.00. This is the amount prior to removing paging.
- Phase 4 (also denoted as Year 2 of the MAP) is complete and paid in full by **both Parties** in the amount of \$2,408,688. This is the amount prior to removing paging.
- Phase 5 (also denoted as Year 3 of the MAP) is complete and paid in full by **both Parties** in the amount of \$2,405,126. This is the amount prior to removing paging
- Phase 6 (originally designated as Year 5 of the MAP, but completed prior to the Year 4 MAP) is complete and paid in full by **both Parties** in the amount of \$4,702,133. This phase did not include any paging
- Phase 7 (also designated as Year 4 of the MAP is not complete due to lengthy acquisition of land for the tower that met FAA and FCC requirements. Land has been closed on by the COUNTY on June 6, 2019 and work is progressing and will carry-over into FY20. Funds have been paid to Motorola under the terms of the MAP.
- Phase 8 Replacement of legacy microwaves and MAP was finalized in FY19 even though work continued on the Southeast tower

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

Attachment B

System maintenance attachment from Motorola



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1443352
Contract Number: USC000039817
Contract Modifier: R26-JUL-2021

Date: 03/26/2021

Company Name: GREENSBORO, CITY OF
Attn:
Billing Address: 1901 MIDWAY ST
City, State, Zip: GREENSBORO , NC, 27403
Customer Contact:
Phone:

Required P.O. :
Customer # : 1011425205
Bill to Tag # :
Contract Start Date : 01-Jul-2021
Contract End Date : 30-Jun-2023
Anniversary Day : Jun 30th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE (10 DAYS ST SUPPORT/YEAR)	
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	
	SVC01SVC0140A	REMOTE SUS	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	
	SVC01SVC0053A	ASTRO NETWORK SECURITY MONITORING CTD	
		Subtotal - Recurring Services	\$2,780,710.05
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,780,710.05
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Following are the total amounts each year:

Year 1 = \$1,369,808

Year 2 = \$1,410,902

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

Attachment C

QUOTATION



Questions?

Essential Service Agreement

Lee.Lupton@genesishworld.com

QUOTE #: GGCONC10272020B

End User: Greensboro / Guilford County, NC #0842

Quoted To: End User

Attn: Lewis Cheatham

Quotation date: 12/2/2020

Valid Through: 3/2/2021

Dates Covered: 1/1/2021 - 12/31/2023

Term Length: 3 Years

SUMMARY - Essential Service Agreement includes telephone and remote support, system analysis, software updates and upgrades from 8:00 am-5:00 pm CST Mon. - Fri. System down emergencies are supported 24/7. On-site work, training, and hardware are excluded but can be quoted upon request.

SPECIAL NOTE - Greensboro, NC owns 3 separate Over The Air GenWatch3 Host systems which are not included in this maintenance agreement. Those systems can receive technical support via Time & Materials on an as-needed basis at the request of Greensboro, NC.

Details: 1/1/2021 - 12/31/2021		Qty	Per Year	Extended
1	GW3-ATIA for single zone includes GenIIB & GenSPOut (added 1/2020)	1	\$12,128	\$12,128.00
2	Trio for Single Zone - not in use	1	\$0	\$0.00
3	GSA Discount (Contract: GS-35F-0475Y - Schedule 70)	1	(\$3,032.00)	(\$3,032.00)
4	Renewal Incentive to offset price change for new features	1	(\$343.78)	(\$343.78)
Year 1 Support Subtotal...				\$8,752.22
Details: 1/1/2022 - 12/31/2022		Qty	Per Year	Extended
6	GW3-ATIA for single zone includes GenIIB & GenSPOut (added 1/2020)	1	\$12,431	\$12,431.20
7	Trio for Single Zone - not in use	1	\$0	\$0.00
8	GSA Discount (Contract: GS-35F-0475Y - Schedule 70)	1	(\$3,107.80)	(\$3,107.80)
9	Price Adjustment for 2020-2021 Incentive	1	\$343.78	\$343.78
Year 2 Support Subtotal...				\$9,667.18
Details: 1/1/2023 - 12/31/2023		Qty	Per Year	Extended
11	GW3-ATIA for single zone includes GenIIB & GenSPOut (added 1/2020)	1	\$12,742	\$12,741.98
12	Trio for Single Zone - not in use	1	\$0	\$0.00
13	GSA Discount (Contract: GS-35F-0475Y - Schedule 70)	1	(\$3,185.50)	(\$3,185.50)
Year 3 Support Subtotal...				\$9,556.49
Annual Payment Total...				\$27,975.89

The Genesis Group (GenCore Candeo, Ltd.)
5800 Eagles Nest Blvd., Tyler, TX 75703 - 903.787.7400 - <https://genesishworld.com/>

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

Attachment D

MCM Technology, LLC
3510 Vann Rd, Suite 105
Birmingham, AL 35235
(205) 655-8949
stacie@mcmtechnology.com
mcmtechnology.com

Quote



ADDRESS
Guilford Metro 911 PO Box 3136 Greensboro, NC 27402-3136

QUOTE #	DATE
1636	04/06/2021

ACTIVITY	QTY	RATE	AMOUNT
MCM Core and Genesis Products MCM409PS-PO4 Annual Support and Maintenance Maintenance/Subscr/Period-- (July 1, 2021 - June 30, 2022) Number of Months in Period= 12 Greensboro/Guilford	1	23,212.19	23,212.19

AFTER REVIEW PLEASE SEND A P.O. AND I WILL ISSUR AN INVOICE
FOR PAYMENT.

TOTAL

\$23,212.19

Hosting, Support & Maintenance shall be renewable annually for any number of
12 month terms. The annual renewal rate shall be determined based upon the
prevailing rates at the time of the renewal. At no time shall the renewal rate
increase more than 5% over the prior year's rate.

Accepted By

Accepted Date

All Pricing is quoted in US Dollars. Taxes are not included in pricing, and would be additional, if applicable, and would be the obligation of the customer.

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

MCM Technology, LLC
3510 Vann Rd, Suite 105
Birmingham, AL 35235
(205) 655-8949
stacie@mcmtechnology.com
mcmtechnology.com

Quote



ADDRESS
Guilford Metro 911 PO Box 3136 Greensboro, NC 27402-3136

QUOTE #	DATE
1735	04/06/2021

ACTIVITY	QTY	RATE	AMOUNT
MCM Core and Genesis Products MCM409PS-PO4 Annual Support and Maintenance Maintenance/Subscr/Period- (July 1, 2022 - June 30, 2023) Number of Months in Period= 12	1	27,140.67	27,140.67
THIS QUOTE INCLUDES UPGRADE TO MOTIONDECK MAINTENANCE AND SUPPORT Greensboro/Guilford			

AFTER REVIEW PLEASE SEND A P.O. AND I WILL ISSUE AN INVOICE
FOR PAYMENT.

TOTAL

\$27,140.67

Hosting, Support & Maintenance shall be renewable annually for any number of
12 month terms. The annual renewal rate shall be determined based upon the
prevailing rates at the time of the renewal. At no time shall the renewal rate
increase more than 5% over the prior year's rate.

Accepted By

Accepted Date

All Pricing is quoted in US Dollars. Taxes are not included in pricing, and would be additional, if applicable, and would be the obligation of the customer.

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CITY OF GREENSBORO**

Attachment E

Paging maintenance quote

GSO Radio Shop rate \$55 per hour

Materials will be paid at costs and supported by invoice

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

Attachment F

Annual overhead of the Greensboro Technical Services Radio Shop:

\$106.24 x number of Guilford County radios on the system as of July 1, 2021

\$106.24 x 2300 (estimate) = \$244,352.00 payable in quarterly installments. Subject to adjustment,
pending Manager negotiations

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

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:

Michael R. Halford
Guilford County Manager

Date

Robin B. Keller
Guilford County Clerk to Board

Date

(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

Date

Derrick Bennett
Guilford County Finance Director

Date

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

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 14
CITY OF GREENSBORO**

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

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

CITY OF GREENSBORO

ATTEST:

Chris Wilson
Greensboro Interim City Manager

Angela Lord
Greensboro City Clerk

(CITY SEAL)

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

Greensboro City Finance Officer

APPROVED AS TO FORM:

Charles Watts
Greensboro City Attorney

