

**GUILFORD COUNTY CONTRACT NO. 36460-04/95-211, AMENDMENT NO. 13
CITY OF GREENSBORO**

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**Amendment No 13 to Guilford County Contract No. 36460-04/95-211
for 800 MHz Radio System**

THIS AGREEMENT is hereby made and entered into this 16th day of January, 2020, 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 #12 hereto, which was executed on June 1, 2018; 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 has purchased land in the Southeast portion of Guilford County for the final tower location that was funded in the Fiscal Year 19 budget and paid to the CITY; 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;

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NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, it is hereby agreed as follows:

1. The CITY has been in negotiations with Motorola for maintenance agreements retroactive to July 1, 2019, but only recently finalized; 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 20 and Fiscal Year 21. 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 FY20 and FY21 maintenance agreement with Motorola. For the two-year term, this amount shall not exceed \$2,530,834, with payments divided as follows: FY20 \$1,200,923 and FY21 \$1,329,911; and
3. The COUNTY agrees to pay invoices from the CITY for anticipated necessary microwave upgrades, and COUNTY participation is detailed in Attachment C for Fiscal Year 20 with a maximum exposure of \$780,000 in total or a COUNTY share of \$390,000. The paths to be replaced are as follows:
 - Summerfield to Justice
 - Commerce to Justice
 - FS37 to Justice
 - Hawkins to Justice
 - Meadowood to Justice
4. The COUNTY'S maximum exposure for other capital funds in Fiscal Year 2020 is limited to any mutually agreed upon change orders from the previous MAP agreement and final project close out on the capital improvements for a 50% share of radio infrastructure. Current approved change orders are valued at approximately \$ \$100,000 with a COUNTY share of \$50,000. (Attachment D)
5. 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 E)
6. The COUNTY agrees to a 50% share of fees paid to outside consultants Mission Critical Partners, LLC (MCP) used to negotiate on behalf of the system. This costs is not expected to exceed \$20,000 per annum or the COUNTY share to exceed \$10,000. As such, the COUNTY should receive all work products from the vendor.
7. 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 F).
8. 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, 2019 for Fiscal Year 20 (Attachment G). The CITY OF GREENSBORO has asked for

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reconsideration of amount, to be increased to \$212.58. This amount may be separately negotiated by the respective Managers of the CITY and COUNTY.

9. 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.
10. 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 2021 to supersede this Agreement and its many Amendments. This Amendment has an immediate effective date with a termination of June 30, 2021.
11. 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.
12. 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).
13. All change orders must be reviewed and approved by the COUNTY prior to authorization by the CITY.
14. The CITY will have all expenditures approved by the COUNTY prior to authorizing the work to proceed.
15. 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.
16. 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.
17. 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.
18. 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.
19. The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.
20. Either Party may terminate this Agreement for any reason and without penalty upon one hundred eighty (180) days written notice to the other Party.

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21. 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.
22. 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.

(The remainder of this page has been intentionally left blank.
The contract continues, including signatures, on the following page.)

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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. MAP was finalized in FY19 even though work continues on the Southeast tower

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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 Multit-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 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.						
(3) All pricing is valid through December 15, 2013.						

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Attachment B

System maintenance attachment from Motorola

Both Parties are responsible for funding of contingencies for the project, and they are not contained within the aforementioned estimates.



Section 3 SUA II
Agreement_SOW_11_Services



Section 2 Greensboro
SOW's_11_8_Service



Section 1 Essential
Statement of '



Greensboro 2019
SA_12_6_2019.pdf

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Attachment C



Greensboro Backhaul
Refresh Final Update

Microwave documents and quotes

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Attachment D



Signed MAP Overage
Cost Change Order 9-

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Attachment E



Greensboro10.21
Genesis GenWatch.pc

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Attachment F

Paging maintenance quote

GSO Radio Shop rate \$55 per hour

Materials will be paid at costs and supported by invoice

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Attachment G

Annual overhead of the Greensboro Technical Services Radio Shop:

\$106.24 x number of Guilford County radios on the system as of July 1, 2019

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

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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:

David Parrish
Greensboro 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