

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BURLINGTON AND GUILFORD COUNTY

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," is entered into and effective as of this _____, 2021, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and City of Burlington, a North Carolina municipal corporation, hereinafter referred to as the "CITY," collectively the "Parties."

WITNESSETH

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and,

WHEREAS, the governing bodies of the COUNTY and CITY, finding that this Agreement is in the best interest to the public safety and welfare, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and,

WHEREAS, North Carolina General Statute §166A provide that cities and counties may provide for emergency management services; and,

WHEREAS, the City has the need for emergency management services; and

WHEREAS, the City extended request for proposals for such services to both Alamance and Guilford Counties where the City of Burlington currently has jurisdiction, to provide such specialized interim services on a regional basis; and

WHEREAS, Guilford County properly indicated that they had the interest and capacity to provide more regional emergency management services and subject matter expert program analysis; and

WHEREAS, Guilford County provided interim Emergency Management coverage starting in July 2020 until present; and

WHEREAS, pursuant to N.C.G.S. §160A, the City desires to form an agreement with the County to provide identified emergency management services within existing, appropriated City funding; and

WHEREAS, the County agrees to provide said services in accordance with the terms indicated below.

NOW, THEREFORE, pursuant to N.C.G.S. §160A, the parties hereto do mutually agree as follows:

- 1) Duties of the City. The City agrees to:
 - a) The City will provide a contract manager and project coordinator for the County in this endeavor from the City's Human Resources Department.
 - b) The City recognizes the benefit to regionalism of these specialized services and will provide the County an allocation of \$151,427 annually with a 3% increase each year.

- c) The City will provide a vehicle capable of supporting the Emergency Management Program and emergency responses along with maintenance, fuel, etc.
- d) The City will maintain and equip an Emergency Operations Center for the use of the Emergency Management Program within the City of Burlington and an office space for the Emergency Manager to work from.
- e) The City will provide a new employee orientation to the assigned FTE to review any specific City policies and procedures the employee will need to follow when working on City property or working with City Staff.
- f) The City will provide access to the Burlington network to include outlook, shared drives, CAD, and other necessary IT access to perform the duties of Emergency Management within the City.

2) Duties of the County. The County agrees to:

- a) The County will provide emergency management services based on N.C.G.S. §166A. These services include, but are not limited to, pre-incident planning, response to emergencies, conducting training with identified city staff, serve as subject matter experts to the City to consult in the event of emergencies and to assist City departments with functions that require the assistance and collaboration with emergency management.
- b) The County will provide one FTE dedicated to the role of Burlington Emergency Management and utilize existing Guilford County staffing as supplemental support as needed and when available.
- c) The County will provide supervision and mentoring of the FTE to align with industry best practices and state / federal standards. The employee will adhere to both Guilford County and City of Burlington personnel policies.
- d) The County will work with the City of Burlington Human Resources Director to deconflict any employee policies that may be in conflict between the City of Burlington and Guilford County.
- e) The County will provide a consultative role in the planning, design, and maintenance of the City's Emergency Operation Center.
- f) The County will provide an annual report of activities, accomplishments, major incidents, etc.
- g) The County will provide access to the WebEOC System for the City of Burlington to facilitate information sharing during disasters as a part of this agreement. This MOA will replace contract 20879-11/15-197 between the City of Burlington and Guilford County for WebEOC access.

3) **LIABILITY INSURANCE REQUIREMENTS.**

The CITY and COUNTY shall procure and maintain liability insurance at a minimum level:

- a) BUSINESS AUTO LIABILITY: CITY AND COUNTY does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.
- b) COMMERCIAL GENERAL LIABILITY: CITY AND COUNTY does hereby agree to maintain limits of at least \$500,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$1,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent CITY and COUNTYS, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.
- c) UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CITY insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. The ~~COUNTY~~ City of Burlington shall be named as an additional insured on COUNTY insurance policies, which shall be primary and not contributory to any other insurance that may be available to the CITY. The certificates of insurance shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CITY AND COUNTY.
- d) CYBER SECURITY INSURANCE: Each entity shall have in place valid insurance coverage against Cyber Incidents or related cyber security risks.
Each Entity has in place reasonable technical and organizational measures (including policies, procedures and training on these measures) to manage the ability of its network and information systems to resist, at a reasonable level of confidence, a "Cyber Incident", being any incident that compromises (or attempts to compromise) the availability, authenticity, integrity or confidentiality of stored or transmitted or processed data of whatever nature, or the systems, networks or other infrastructure on which such data resides, or the related services offered by, or accessible via, those networks and information systems.
- e) MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CITY AND COUNTY original insurance policies or certified copies of policies may be required by the CITY AND COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the address below thirty (30) days prior to any expiration date.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY
Attention: Risk Management
301 West Market Street
Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. ____

CITY OF BURLINGTON

Attention: Finance & Risk Management

425 S Lexington Ave.

Burlington, NC 27215

Reference: GUILFORD COUNTY CONTRACT NO. ____

- 4) Term: This Memorandum of Agreement, unless amended as provided herein, shall be in effect until June 30, 2023. The agreement may be extended under the existing terms for three, one year extensions agreeable to both the City and the County.
- 5) The terms of this Agreement may only be modified or amended with a written amendment executed by both Parties.
- 6) This Agreement may be terminated by either Party at the end of any fiscal year by giving written notice of intent to terminate to the other party at least one hundred eighty (180) days prior to the expiration of the then current fiscal year.
- 7) Failure of the COUNTY to enforce any of the provisions of this Agreement at any time, or to request performance by the CITY pursuant to any of the provisions of this Agreement at any time, shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the COUNTY to enforce each and every provision. Failure of the CITY to enforce any of the provisions of this Agreement at any time, or to request performance by the COUNTY pursuant to any of the provisions of this Agreement at any time, shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the CITY to enforce each and every provision. In the event that there is disagreement between representatives of COUNTY and the CITY as to the meaning and/or applicability of any section of the Agreement, the COUNTY and the CITY agree to select and share the cost (if any) of the services of a North Carolina Dispute Resolution Commission certified mediator to promptly mediate the disagreement.
- 8) If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 9) This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties.
- 10) Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Appendix," "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.
- 11) This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire agreement between the Parties regarding this subject matter. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished.

- 12) The Parties agree that North Carolina Courts shall have jurisdiction over this Agreement and any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 13) All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this service contract to be executed by their duly authorized office or agents.

COUNTY OF GUILFORD

By: _____

Date: _____

Printed Name: Michael Halford
Title: County Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET CONTROL ACT.

By: _____

Date: _____

Printed Name: Derrick Bennett
Title: Finance Director

CITY OF BURLINGTON

By: _____

Date: _____

Printed Name: Hardin Watkins
Title: City Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET CONTROL ACT.

By: _____

Date: _____

Printed Name: Peggy Reece
Title: Finance Director