

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: March 17, 2021

SUBJECT: Polk County Radio System MOU

PRESENTER: Jimmy Brissie, Emergency Services Director

ATTACHMENTS: Draft MOU

SUMMARY OF REQUEST:

During 2019 Henderson County Emergency Management was approached by Polk County Emergency Management to discuss the feasibility of an expansion of the Henderson County VHF trunked radio system into Polk County. Staff met with leadership from Polk County as well as system engineers from JVC/Kenwood to review the technical needs of a system expansion. System design was completed which would allow the Henderson system and Polk system to operate independently as needed or share resources, if necessary. This system expansion would enhance radio coverage in parts of Henderson and Polk counties. Any costs associated with the bridging of the systems would be covered by Polk County.

BOARD ACTION REQUESTED:

The Board is requested to approve the proposed Memorandum of Understanding.

Suggested Motion:

I move the Board approve the Memorandum of Understanding with Polk County for a radio system expansion, and to approve the necessary signatures for execution.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HENDERSON COUNTY, NC AND POLK COUNTY, NC**

In order to serve the interests of the citizens of both Henderson County, NC and Polk County, NC the local governments of each respective county desire to enter into this agreement to facilitate improved Emergency Responder Communications. Each respective County wishes to operate on a shared radio system to enable emergency responders to have the ability to communicate and share radio coverage seamlessly. This MOU is mutually agreed upon in a spirit of cooperation, commencing as of March 17th, 2021 which may be reviewed annually as needed by both parties. Each party agrees to the following conditions:

Polk County agrees to the following:

- Working in conjunction with JVC/Kenwood and Kimball Communications, the existing manufacturer and service provider for the system in Henderson County, complete the necessary design and engineering to expand the NXDN trunking system in similar setup and operation as Henderson County's existing system so that the systems maybe will operate seamlessly.
- Purchase and have installed the necessary equipment within Polk County to operate system as mentioned above. Provide and maintain the necessary microwave link(s) to establish connectivity to the Henderson County radio network.
- Utilize Henderson County's System Code for assignment of the system components for programming.
- All equipment, FCC licenses and software licenses purchased by Polk County will remain property of Polk County.

Henderson County agrees to the following:

- Provide the necessary access to the design and engineering specifications for the Henderson County NXDN trucking radio system.
- Provide space for the necessary hardware to link the respective networks by microwave or other means necessary as determined by system engineers.

Both parties mutually agree to the following:

- Each County will retain ownership for equipment purchased to the system respectively and may remove said equipment provided adequate time is allowed for system engineering and demobilization.
- Each County is responsible for the maintenance and repair of their respectively owned equipment and sites. Maintenance may include programming, installation and consumables such as batteries, belt clips and antennas.
- All subscriber devices to include base stations, mobile and handheld radios must operate in accordance with the manufacturer's specifications and all users should be trained for the proper use and care of devices.
- Maintain access to the system for emergency responder subscriber units and remove devices from the system as requested or required when deemed lost, stolen or compromised in some manner.
- There is no expectation nor responsibility by either County to provide a certain level of radio coverage for the other County's respective agencies.

Henderson County and Polk County agree to communicate on an ongoing basis about the utility of this MOU and any changes that may be needed. Such communication may be initiated by either party.

Henderson County

Polk County

Steve Wyatt, County Manager

Marche Pittman, County Manager

Date: _____

Date: _____