

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Agreement – Piedmont Discovery Application

From: Lee Tillery –Parks and Recreation Director

Meeting Date: July 16, 2018

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Interlocal Agreement
Resolution Authorizing the Execution of An Interlocal Agreement

PURPOSE:

The Piedmont Discovery Project is an online application that will provide a platform for the public to search and locate parks, trails and other recreational amenities located in High Point, Greensboro and Guilford County. The interlocal agreement is built around these three entities and the management, marketing and administration of the application.

BACKGROUND:

The three entities have been working together for the last two years in the creation and development of this application. The goal is to make information about parks, trails and amenities in the region readily accessible and provide more information about all Parks and Recreation Departments involved. The City of High Point will be responsible for a one-time contribution of \$3,000 and the City of Greensboro will be responsible for hosting the data and maintaining the framework of the application.

BUDGET IMPACT:

The project requires a one-time contribution from the City of High Point in the amount of \$3,000.00.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends Council approve the agreement and endorse the resolution authorizing the execution of the agreement.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN THE CITY HIGH POINT, NC; CITY OF
GREENSBORO, NC; AND COUNTY OF GUILFORD, NC FOR THE PIEDMONT
DISCOVERY ONLINE PARK AND TRAIL LOCATOR**

BE IT RESOLVED, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point (“Agreement”). The Agreement provides for a one-time contribution of \$3,000 from the City of High Point for the sole purpose of aiding in the costs for the Piedmont Discovery Online Park and Trail Locator application suitable for desktop and mobile uses, which will provide a platform for the public to search for and find parks, trails and amenities that are managed by the City of High Point, the City of Greensboro, and Guilford County.

Adopted this the 16th day of July, 2018.

Mayor Jay W. Wagner

Lisa B. Vierling
High Point City Clerk

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

STATE OF NORTH CAROLINA

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into on _____ day of July, 2018 by the **CITY OF GREENSBORO**, a municipal corporation in the state of North Carolina (“Greensboro”), and **CITY OF HIGH POINT**, a municipal corporation in the state of North Carolina (“High Point”), and **GUILFORD COUNTY**, a body politic and corporate (“County”). Greensboro, High Point and County will hereafter be individually known as “Party” and collectively known as “Parties”.

WITNESSETH

WHEREAS, the Parties have the desire to develop an online park and trail locator application, suitable for the desktop and mobile users. The app will be called “Piedmont Discovery” (“Project”), which will provide a platform for the public to search for and find parks, trails, and amenities that are managed by each of the three Parties; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provides that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, the governing bodies of the Greensboro, High Point, and the County, 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

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the Greensboro, High Point and the County, the Parties agree as follows:

1. **Formation of Piedmont Discovery Advisory Board.** The purpose of the Advisory Board is to oversee the Project application, marketing, and growth of the regional application. Each Party will have one voting representative, to be appointed by Party’s Park & Recreation Director. Decisions will be based on majority rule. The application will operate for the benefit of the region, and not specifically for one Party. Greensboro’s IT/GIS Division will be responsible for hosting the data for the application and maintaining the framework of the application.

2. **Piedmont Discovery Application.** The application will be branded with the Piedmont Discovery logo, not individual Party logos. The Parties will adhere to mutually agreed upon data structures.

3. **Environmental Systems Research Institute (ESRI).** The ESRI Software platform is a requirement for all current and future Parties. All Parties will support the marketing of the Project. Greensboro's IT/GIS Division will provide comments and usage data to each participating Party on a quarterly basis, or when requested. The Parties agree to consistently update the ESRI files for parks and trails simultaneously with public information releases. For Parties whom participate in the Project who have parks and trails open to the public who fail to review data on an annual basis will lose their voting ability.

4. **Growth and Incorporation of Other Entities.** Any group wishing for their data to be included must have it in the ESRI platform. Data Storage will be centralized, with initial housing by Greensboro. The Greensboro IT/GIS Division may decentralize data storage back to each jurisdiction, but if that occurs, data structures shall remain identical to all participants. Any new entities must wait one year after the official launch to join the Project. In order for any entity to be added as a party to the Project, the entity shall agree to terms of the Project application and have executed and delivered a joinder to the Greensboro IT/GIS Department substantially in the form of Amendment to the Agreement. New Entities will not have a vote.

5. **Timeline.** The testing phase will last up to 6 months and is described as a trial period in which beta users work with the application developer (Greensboro GIS) to make edits to application. The public launch will directly follow the testing phase in coordination with targeted marketing efforts by the Parties. It is expected that the application will be operational within 12 months of the final execution of this Agreement.

6. **Financial Obligations.** High Point will contribute \$3,000 toward marketing and events as a one-time contribution. The County will contribute \$3,000 toward marketing and events as a one-time contribution. Greensboro will contribute \$10,000 for the application framework development as a one-time contribution.

7. **Term.** This Agreement shall be effective upon execution by all the Parties and shall continue until termination by written notice is delivered to all entities within at least ninety (90) days' of the termination. The departing Party will be entitled to a digital, current copy of the database used to support the application.

8. **Termination.** Either Party may terminate this Agreement at any time by giving a ninety (90) day written notice of such termination to the other Party. Upon termination of the Agreement or expiration of the term as set forth above, all outstanding contributions shall be paid by the Party.

9. **Notice.** All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows:

To Greensboro:

The City of Greensboro

Fax number: _____

Email: _____

To High Point:

City of High Point

Attn: Parks & Recreation Director

211 S Hamilton St

High Point, NC 27260

Fax number: 336-822-7209

Email: lee.tillery@highpointnc.gov

To the County:

Guilford County

Attn: _____

Fax number: _____

Email: _____

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given and sent at the time of actual delivery, if it is personally delivered. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

10. Miscellaneous.

(a) Choice of Law and Forum. This agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court.

(b) Waiver. No action or failure to act by either of the parties shall constitute a waiver of any of their rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this agreement shall be deemed or construed so as to in any way stop, limit, or impair the Parties from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Compliance with Law. The Parties shall comply with all applicable law.

(f) No Third Party Rights Created. This Agreement is intended for the benefit of the Parties and not any other person.

(g) Principles of Interpretation and Definitions.

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation.

(2) References to a "Section" or "section" shall mean a section of this agreement.

(3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument.

(4) "Duties" includes obligations.

(5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(6) The word "shall" is mandatory.

(7) The word "day" means calendar day.

(8) A definition in this agreement will not apply to the extent the context requires otherwise.

(h) Modifications. A modification of this Agreement is not valid unless signed by the Parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against each Party unless it is signed by a Manager, a Deputy or Assistant City Manager, or, in limited circumstances, a Department Director.

This Agreement contains the entire Agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

11. **Agreement Amendments.** The terms of this Agreement may only be modified or revised with a written amendment executed by the Parties.

IN WITNESS WHEREOF, each Entity has its hands and seals as of the day and year first above written.

CITY OF GREENSBORO

_____ Chris Wilson Greensboro Asst. City Manager	_____ Date
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ATTEST:

_____ Betsey Richardson Greensboro City Clerk	_____ Date
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(CITY SEAL)

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

_____ Deputy Greensboro City Finance Officer	_____ Date
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Approved as to Form:

_____ Deputy Greensboro City Attorney	_____ Date
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CITY OF HIGH POINT

Greg Demko
City Manager

Date

ATTEST:

Lisa Vierling
High Point City Clerk

Date

(CITY SEAL)

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

Jeff Moore, Finance Officer

Date

Approved as to Form:

JoAnne Carlyle
High Point City Attorney

Date

GUILFORD COUNTY

Marty K. Lawing
Guilford County Manager

Date

ATTEST:

Robin B. Keller
Guilford County Clerk to Board

Date

(COUNTY SEAL)

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

N. Reid Baker, III
Guilford County Finance Director

Date