

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: January 22, 2009

**Action Agenda
Item No.** 4-0

SUBJECT: RENCi Lightning Detection Study – Memorandum of Agreement

DEPARTMENT: Emergency Services

PUBLIC HEARING: (Y/N)

ATTACHMENT(S):

Lightning Detection Study - MOA

INFORMATION CONTACT:

Craig Blackwood, 919-245-6130

PURPOSE: To approve an Agreement to establish a framework of cooperation to allow RENCi (the Renaissance Computing Institute) to place lightning detection equipment on an Orange County Emergency Services building.

BACKGROUND: RENCi is a research unit of the University of North Carolina and is funded by the North Carolina General Assembly with the specific purpose of providing new and innovative research and solutions to local emergency managers. RENCi is conducting a research study, entitled the Experimental North Carolina Lightning Detection Network, (the "Study"). The purpose of the Study is to explore the type and number of lightning sensors that can adequately provide lightning strike data for a region so emergency service managers can be aware of lightning strikes in their area. Meteorologists can also access the data to study thunderstorms. Since RENCi is located in Orange County, its staff approached Orange County Emergency Services about placing a sensor at 1914 New Hope Church Road as one of a limited number of sensors currently deployed during the testing phase. The Memorandum of Agreement allows RENCi to continue to operate the sensor on-site or move it to the new Orange County Emergency Services facility.

FINANCIAL IMPACT: Since no equipment is required to be purchased by the County, there is no financial impact to the County.

RECOMMENDATION (S): The Manager recommends the Board approve the Memorandum of Agreement and authorize the Chair to sign it subject to final review by staff and the County Attorney.

MEMORANDUM OF AGREEMENT
Between
THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
ON BEHALF OF ITS RENAISSANCE COMPUTING INSTITUTE (RENCI)
And
THE ORANGE COUNTY
Regarding
LIGHTNING DETECTION STUDY

This Memorandum of Agreement (“MOA”) is made and entered into between The University of North Carolina at Chapel Hill on behalf of its Renaissance Computing Institute (“RENCI”), and Orange County, on behalf of Orange County Emergency Services (“County”).

I. PURPOSE

The purpose of this MOA is to establish a framework of cooperation pursuant to which RENCI may place lightning detection equipment on County’s building and through which County may receive timely information regarding lightning strike activity in County’s region.

II. INTRODUCTION

RENCI is conducting a research study, entitled the Experimental North Carolina Lightning Detection Network, (the “Study”). The purpose of the Study is to explore the type and number of lightning sensors that provides adequate lightning strike data for a region so that emergency managers can be aware of lightning strikes in their area. Meteorologists can also access the data to study thunderstorms.

Orange County has agreed to participate in the Study by permitting RENCI to install a lightning detection sensor and a small global positioning system (“GPS”) (collectively, the “Study Equipment”) at its Orange County Emergency Services facility located at 1914 New Hope Church Road, Chapel Hill, North Carolina. In exchange for permitting RENCI to install the Study Equipment at its location, Orange County will automatically receive real-time data regarding thunderstorm and lightning activity within the vicinity of Orange County’s Emergency Services location.

In consideration of the above premises, the parties agree as follows:

III. RENCI SHALL:

1. Install the Study Equipment on or near Orange County’s building at no cost to Orange County.
2. Maintain and repair the Study Equipment as needed at no cost to Orange County.

3. Remove, at no cost to Orange County, the Study Equipment when, in its sole discretion, RENCI concludes its Study or otherwise determines that the maintenance of this equipment at Orange County's Emergency Services location is no longer necessary.
4. Remove, at no cost to Orange County, the Study Equipment after the County provides thirty (30) days advance written notice to RENCI of its desire to have the Study Equipment removed, or immediately upon termination of this MOA pursuant to Section V.4 hereof.
5. Repair, at its sole cost and expense, any and all damage resulting from the installation, operation, maintenance or removal of the Study Equipment.
6. To the fullest extent permitted by North Carolina law, indemnify and hold harmless Orange County, the Emergency Services Departments, its officers, employees, and agents from all losses, suits, damages, and costs resulting from RENCI's negligent acts or omissions in connection with this Agreement.

IV. ORANGE COUNTY SHALL:

1. Allow RENCI to install the Study Equipment on or near its building and permit RENCI to maintain the Study Equipment at this location free of charge.
2. Refrain from removing, repairing, adjusting, or otherwise handling the Study Equipment without permission from RENCI, unless required to protect the health, safety, or welfare of County residents, employees, or agents as determined in the sole discretion of the County.
3. Maintain electrical and Internet service at Orange County's Emergency Services physical location at no cost to RENCI.
4. Allow RENCI to reasonably access the Study Equipment without prior notification or permission during the County's normal business hours except that if the Study Equipment is located in an area of the building that requires Orange County Emergency Services to facilitate RENCI's physical access, Orange County Emergency Services will so facilitate this access upon RENCI's reasonable request.
5. To the fullest extent permitted by North Carolina law, indemnify and hold harmless UNC, RENCI, its officers, employees, and agents from all losses, suits, damages, and costs resulting from Orange County's negligent acts or omissions in connection with this Agreement.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. This MOA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA

will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

The local contact person for RENCI is:

Jessica Proud, Meteorologist
100 Europa Drive, Suite 540
Chapel Hill, NC 27517
(919) 445-9663
jproud@renci.org

The principal County contact for this agreement is:

Captain Craig Blackwood
Data Manager
Orange County Emergency Services
P.O. Box 8181
Hillsborough, NC 27278
(919)245-6100
cblackwood@co.orange.nc.us

2. Each party shall be responsible for its own negligence and that of its officers, employees, and agents.
3. This MOA in no way restricts UNC from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
4. The Study Equipment is owned by RENCI and nothing contained herein shall operate to transfer ownership of the Study Equipment to County or to any third party.
5. This MOA may be modified or amended upon written consent of both parties or may be terminated upon forty-five (45) days' written notice by either party. This MOA shall remain in place until such termination. Both parties agree not to use the name of the other party for promotional or commercial use without the express written permission of the party whose name is proposed for use. Neither party shall issue any press release or other media advisory concerning this MOA or the activities undertaken pursuant to this MOA without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the last written date below.

FOR UNC & RENCI:

Alan Blatecky

Interim Director, Renaissance Computing Institute

Date: _____

FOR ORANGE COUNTY, NC

By: _____

Valerie Foushee, Chair

Board of Commissioners

Date: _____