SECOND MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
NEW RIVER VALLEY EMERGENCY COMMUNICATIONS REGIONAL AUTHORITY
AND
THE COUNTY OF MONTGOMERY VIRGINIA
FOR SUPPORT SERVICES PROVIDED TO THE REGIONAL AUTHORITY

THIS SECOND MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2016, by and between the NEW RIVER VALLEY EMERGENCY COMMUNICATIONS REGIONAL AUTHORITY ("the Regional Authority") and the COUNTY OF MONTGOMERY, VIRGINIA (the "County");

W I T N E S S E T H:

WHEREAS, the County of Montgomery, Virginia, the Towns of Blacksburg, Virginia and Christiansburg, Virginia and Virginia Polytechnic Institute and State University ("Virginia Tech") have pursuant to the New River Valley Emergency Communication's Regional Authority Act created the Regional Authority to provide the core responsibilities for governance of a consolidated public safety communication center; and

WHEREAS, the County and the Regional Authority entered into a Memorandum of Understanding dated April 25, 2011, whereby the County agreed on an interim basis to provide certain identified support services for the Regional Authority prior to the Regional Authority becoming operational and moving into their permanent space in the County Public Safety Building; and

WHEREAS, the Regional Authority has moved into their permanent location in the County Public Safety Building and will become operational on July 1, 2016; and

WHEREAS, the Regional Authority and the County desire to enter into this Second Memorandum of Understanding to replace the current Memorandum of Understanding dated April 25, 2011 in order to reflect what support services the County will be providing now that the Regional Authority has moved from the County Government Center to their present location in the County Public Safety Building and will be operational on July 1, 2016.

NOW, THEREFORE, in acknowledgement of good and valuable consideration and the mutual understandings contained herein, the Regional Authority and the County hereby agree as follows:

A. The County shall provide the following support services:
   (1) The County shall serve as the Fiscal Agent for the Regional Authority which shall include the following:
      (a) Establish a separate account on the County's financial system to maintain the financial records of the Regional Authority
      (b) Process invoices for payment by the Regional Authority;
      (c) Process the Regional Authority's payroll;
      (d) Provide assistance to the Regional Authority in the procurement of goods and services;

(e) Procure on behalf of the Regional Authority an annual independent audit;
(f) Prepare the Regional Authority's records and financial statements required for Regional Authority board meetings and the annual independent audit;
(g) Process, prepare or assist the Regional Authority in financial matters as may be necessary in the County's role as Fiscal Agent.

(2) The County shall provide Human Resources support for all Regional Authority Employees.

B. The County and the Regional Authority agree as follows:

(1) All funds and obligations of the Regional Authority are the property and responsibility of the Regional Authority. Upon termination of this MOU, all funds and obligations will be remitted to the Regional Authority or its new fiscal agent.

(2) The County shall send an invoice to the Regional Authority on a monthly basis for the Regional Authority's share of the County's expenses serving as Fiscal Agent and for providing Human Resources support services. The Regional Authority agrees to reimburse the County for the expenses attributed to the Regional Authority within thirty (30) days of receipt of such statement.

(3) The Regional Authority's share of the County's expenses for serving as Fiscal Agent support services shall be based on the hours worked by County staff in the County's Financial and Management Services Department ("County Finance Department") at the County staff's standard hourly rate of pay plus benefits. The Regional Authority's share of the County's expenses for providing Human Resources support services shall be based on the ratio of Regional Authority employees to total employees served by Human Resources applied to Human Resources staff's standard rate of pay plus benefits. In no month shall the Regional Authority's share of Fiscal Agent and Human Resources costs exceed Three Thousand Two Hundred Dollars ($3200.00). The County Finance Department shall maintain a monthly record of the hours worked and the tasks completed by County staff on Regional Authority related tasks. The Parties agree to review annually, or earlier upon request by either party, the standard hourly rates charged the Regional Authority and the tasks being completed by the County for the Regional Authority.

(4) The term of this MOU shall begin on July 1, 2016 and terminate on June 30, 2021. This MOU may be extended upon mutual agreement of the parties in writing. Either party may terminate this MOU at any time by giving one-year written notice to the other party.

C. This Second Memorandum of Understanding shall become effective on July 1, 2016 and replace the Memorandum of Understanding dated April 11, 2011. This Second Memorandum of Understanding shall remain in full force and effect until terminated or amended by the Parties.

IN WITNESS WHEREOF, the Parties here to have caused this Second Memorandum of Understanding to be executed and delivered on their behalf by these duly authorized officers.

COUNTY OF MONTGOMERY, VIRGINIA

By: _____ Date: _____
F. CRAIG MEADOWS, County Administrator

NEW RIVER VALLEY EMERGENCY COMMUNICATIONS
REGIONAL AUTHORITY

By: _____ Date: _____