

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management

Department contract file name (use effective date): Wolfspeed_EmergComms_20240422

Project Code: Click here to enter text.

Contract type: MOU/MOA

Contracted Services/Goods: Public Safety Radio Operations

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Wolfspeed

Effective Date: 04/22/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: n/a

Please Return Contract to: Name: Mike Reitz Email: mike.reitz@chathamcountync.gov Special Instructions for Clerks Office:
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2. Department Head or his/her designee has read the contract in its entirety.
By: _____ (Department Head signature required)

3. County Attorney has reviewed and approved the contract
County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

<p><input type="checkbox"/> If this box is checked the County Attorney’s Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.</p>

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No
If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

<p>Clerk’s Office Only</p> <p><input checked="" type="checkbox"/> Finance Officer has signed the contract <input type="checkbox"/> The Finance Officer is not required to sign the contract</p>
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Memorandum of Understanding
between Wolfspeed, Inc., Chatham County, North Carolina, and the
Town of Siler City, North Carolina
regarding Emergency Radio System Interoperability

This Memorandum of Understanding (“MOU”) is entered into by and among Wolfspeed Inc. (“Wolfspeed”), the Town of Siler City (“Town”), and Chatham County, North Carolina (“County”) (individually may be referred to as a “Party” or collectively as the “Parties”).

WHEREAS, Wolfspeed is constructing a semiconductor materials fabrication facility (“Facility”) in the Town located in the County; and

WHEREAS, Town and County are responsible for providing law enforcement, medical, and fire emergency response services to the Facility; and

WHEREAS, Town and County utilize a public safety trunked radio system for emergency dispatch and communications during emergency incidents; and

WHEREAS, Wolfspeed has established security and emergency services resources at the Facility that will be the initial responders to most on-site emergencies , including but not limited to, fire and medical and hazardous materials events; and

WHEREAS, Wolfspeed utilizes a trunked radio system for dispatch and communications during emergency incidents; and

WHEREAS, Wolfspeed, County, and Town believe that there would be a public safety benefit for limited interoperability between the Wolfspeed radio system and the radio system used by County and Town and such interoperability would facilitate emergency response to the Facility;

NOW, THEREFORE, Wolfspeed, County, and Town agree as follows:

1. General Provisions

- 1.1. Wolfspeed hereby authorizes the County, Town, and any recognized mutual aid partners established in accordance with NCGS 166A-19.72 to utilize the Wolfspeed land mobile radio system for emergencies at the Wolfspeed Facility.
- 1.2. The County hereby authorizes Wolfspeed to utilize the County’s land mobile radio system for emergencies at the Wolfspeed Facility.
- 1.3. Any usage as set forth in Sections 1.1 and 1.2 requires approval by an officer or agent of the Town or County.
- 1.4. Each Party is responsible for its compliance with all applicable Federal Communications Commission rules and regulations. All Parties agree to utilize all radio equipment in accordance with Federal Communications Rules and Regulations.

2. Method of Operation

- 2.1. Wolfspeed, at no charge to County or Town, will purchase and maintain an Avtec Outpost Plus gateway (“Gateway”) configured for a Motorola APX P25 mobile radio. The Gateway shall be located at the Facility and connected to Wolfspeed’s global digital radio console system.
- 2.2. County, at no charge to Wolfspeed or Town, will provide Wolfspeed with a Motorola APX P25 mobile radio programmed in accordance with this MOU. County shall retain all ownership of any radio provided in accordance with this provision.
- 2.3. Wolfspeed, Town, and County shall develop a mutually agreed upon written policy governing the use of the shared radio infrastructure. This policy shall include, at minimum:
 - 2.3.1. Definition of allowed radio talk groups on the Wolfspeed and County systems;
 - 2.3.2. Procedure for use during emergencies;
 - 2.3.3. Procedure and frequency of system testing; and
 - 2.3.4. Policy and procedure on patches between the Wolfspeed and County system
- 2.4. Wolfspeed shall maintain an audio recording of any usage and make this recording available to the Parties upon request.

3. Administration of MOU

- 3.1. Any notice or report that must be given or made by a Party in accordance with this MOU shall be directed as follows:

- 3.1.1. *To Wolfspeed:*

David Gynn
Global Director, Emergency Response
Wolfspeed, Inc.
4400 Silicon Drive
Durham, NC 27703
david.gynn@wolfspeed.com

- 3.1.2. *To County:*

Mike Reitz
Director, Emergency Communications
112 Innovation Way
Pittsboro, NC 27312
mike.reitz@chathamcountync.gov

- 3.1.3. *To Town:*

Scott Murphy
Chief, Siler City Fire Department
310 North Chatham Ave
PO Box 581
Siler City, NC 27344

- 3.2. Parties shall review this MOU no less than annually for relevance, improvements, and signatory changes.
- 3.3. This MOU may be terminated at any time by any of the Parties with thirty-day notice to each Party.
- 3.4. In the event of a dispute regarding the implementation or interpretation of this MOU, the disputes shall be resolved by the Chief Executive Officer of the County or designee, the Chief Executive Officer of the Town or designee, and a representative from Wolfsped's legal department as approved by the Vice President of Protective Services.

IN WITNESS WHEREOF, this MOU has been executed by the Parties hereto:

Wolfsped, Inc.:

Approved as to form:

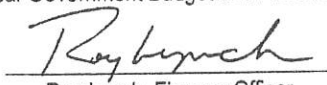
Wolfsped Legal



David Guynn
Global Director, Emergency Services
Wolfsped, Inc.

Chatham County, North Carolina:

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




Roy Lynch, Finance Officer



Responsible Party
Name: Dan LaMontagne
Title: County Manager

Town of Siler City, North Carolina:




Responsible Party
Name: Henry E Raper
Title: Town Manager

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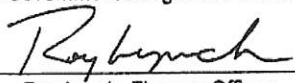


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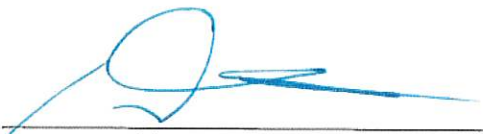
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 Roy Lynch, Finance Officer



 Responsible Party
 Name: Dan LaMontagne
 Title: County Manager

Town of Siler City, North Carolina:



 Responsible Party
 Name: Henry E. Laper
 Title: Town Manager