

NORTH CAROLINA

GUILFORD COUNTY

**Memorandum of Understanding between
Guilford-Metro 911, Guilford County, and High Point 911**

This Memorandum of Understanding (MOU) made and entered into by and between the City of Greensboro, on behalf of its Emergency Communications Division, also known as Guilford-Metro 911 (hereafter referred to as “GM911”), Guilford County, on behalf of its Emergency Services (hereafter referred to as “COUNTY”) and the City of High Point, on behalf of its Emergency 911 Center (hereafter referred to as “CITY of HIGH POINT”).

WITNESSETH:

WHEREAS, both Guilford-Metro 911 and High Point 911 operate 911 emergency communications systems; and

WHEREAS, GM911 and the COUNTY have entered into an agreement for 911 services that allowed the development of a back up 911 center at the COUNTY’s Meadowood facility; and

WHEREAS, during times of natural disaster and other unpredictable events, a 911 Center’s system may be temporarily disabled; and

WHEREAS, Guilford-Metro 911 has developed, funded, organized, and equipped a backup 911 communications center which can be utilized immediately to receive and process 911 emergency calls in the event its primary emergency communications center is disabled; and

WHEREAS, CITY of HIGH POINT desires also to maintain a backup 911 center, and recognizes the economic benefits of utilizing Guilford-Metro’s backup 911 center; and

WHEREAS, the parties desire to set forth in this MOU the terms by which High Point 911 may utilize the COUNTY facility that is operated by Guilford-Metro 911 as its backup 911 center for the benefit of the citizens of the City of High Point.

WHEREAS the parties pursuant to the authority of Chapter 160A, Article 20, Section 461 *et seq.* of the North Carolina General Statutes are authorized to enter into this Interlocal Agreement in order to pursue the above stated goals;

Now, therefore, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. Purpose of Agreement

- 1.1. The purpose of this MOU is to establish a formal arrangement whereby Guilford-Metro makes available to High Point 911 its backup 911 center located at 1002 Meadowood St, Greensboro, North Carolina, for use by High Point 911 during such times as High Point 911 may experience failure to its primary 911 emergency call and

dispatch center subject to the terms of this MOU. There may be events within the High Point area that also necessitate relocation to the Meadowood site for use as an incident command center or for routine practice of back up procedures. If these scheduled events are to occur, the HP911 staff will notify GM911 and COUNTY with as much notice as possible. It is understood that this facility is owned by the COUNTY and all modifications of space must be approved by COUNTY representatives.

2. Term

- 2.1.** High Point 911 will provide, at its expense, any and all such hardware, software, and any other equipment or service of any kind that is required in order to make the backup 911 Center compatible with High Point 911's primary 911 emergency call and dispatch operations. It will also be High Point 911's sole responsibility to insure and maintain such additional hardware, software, and equipment. All technology installs will be coordinated with GM911 and COUNTY personnel.

3. Responsibilities of Guilford County and Guilford-Metro 911:

- 3.1.** Guilford-Metro agrees to make its backup 911 center available to High Point 24 hours per day, 7 days per week, for High Point 911 to man and operate as its own backup 911 center in the event of failure, for whatever reason, of High Point 911's primary 911 emergency call and dispatch center.
- 3.2.** Guilford-Metro agrees to maintain its backup 911 center and to keep it operational, functional, and as technologically up to date as is reasonable.
- 3.3.** Guilford County shall provide key cards or other methods of access to the backup 911 center to High Point 911 personnel so that High Point 911 has access to the facility at all times. HP911 is responsible for maintaining current ID's for their personnel, and notifying the COUNTY of any changes of employee status.
- 3.4.** Guilford County and Guilford Metro 911 agree to cost sharing for the facility space per the consolidation agreement and addendums.

4. Responsibilities of High Point 911:

- 4.1.** High Point 911 shall give to the Guilford-Metro Director as much advance notice as is practical under the then existing circumstances of its need and intent to operate the backup 911 center.
- 4.2.** High Point 911 will provide, at its expense, any and all hardware, software, and any equipment or service of any kind that is required in order to make the backup 911 center compatible with Guilford-Metro's primary 911 emergency call and dispatch operations. It will also be High Point 911's sole responsibility to insure and maintain such additional hardware, software, and equipment.
- 4.3.** High Point 911 will also be responsible for any network requirements for the Meadowood facility, including monthly subscription fees.
- 4.4.** High Point 911 shall insure that its operations, hardware, software, and equipment do not in any way interfere with Guilford-Metro's 911 emergency communications operations.

5. Priority

- 5.1.** The parties acknowledge and agree that in the event that the backup 911 center is needed by both Guilford-Metro 911 and High Point 911 at the same time, the parties

shall act in good faith and use best efforts to share the use of the backup 911 center. However, in the event that shared use is, for whatever reason, impossible or not reasonably practical, Guilford-Metro 911 shall have priority in the use of the backup 911 center, and High Point 911's needs to the backup 911 center must be subordinated thereto.

6. Funding for Expansion or Change of use

- 6.1. Should additional space become available for modification within the Meadowood facility, GM911 and CITY of HIGH POINT are responsible for all costs incurred. The COUNTY's contribution to the upgrade will be limited to the contribution of square footage and the loss of utility of the space.
- 6.2. All up fit will be done in a professional and competent manner, in compliance with NC Building, Electrical, Mechanical and Plumbing code.
- 6.3. Modification of use will also require applicable permits from the City of Greensboro.
- 6.4. Any and all modifications will be done in concert with COUNTY Facilities Director or designee to ensure no untold hardship on the COUNTY operations contained within the Meadowood facility.

7. Amendment

This MOU may not be modified or amended except by subsequent written modification approved and authorized by the governing boards of each party and signed by an authorized representative of each party.

8. Entire Agreement

This MOU contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written MOU shall be valid or binding.

9. Remedies

This MOU shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy, or privilege hereunder shall not operate as a waiver of such right, remedy, or privilege, nor prevent subsequent enforcement.

10. Duplicate Originals

This agreement shall be executed by the parties in triplicate originals, each of which when executed shall constitute the same MOU.

11. Applicable Law:

The Parties agree that this MOU is subject to the jurisdiction and laws of the State of North Carolina. The Parties will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-verify. Any controversies arising out of this MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.

12. Term of Services:

The term of this MOU shall be for one (1) year from the January 1, 2015 hereof, and will renew automatically for additional one (1) year terms until the arrangement is amended or terminated as provided herein, or until such time as this MOU is superseded by a new MOU between the Parties.

13. Indemnity:

Each Party agrees to be solely responsible for its own negligent acts or omissions and willful misconduct, and those of its employees, agents, and subcontractors, in the performance of services provided hereunder.

13.1. The CITY of GREENSBORO and/or the CITY OF HIGH POINT will indemnify and hold harmless the COUNTY and hereby agrees to be liable for any and all claims, costs, demands, causes of action (including reasonable attorney fees, if any), losses or damages that may be made against the COUNTY as a result of any negligent acts or omissions or willful misconduct on the part of the CITY of GREENSBORO or the CITY of HIGH POINT, and their employees or agents. Each CITY shall be responsible for the negligence of its employees and agents to the extent of the North Carolina Tort Claims Act.

13.2. COUNTY will indemnify and hold harmless each CITY, as applicable, and hereby agrees to be liable for any and all claims, costs, demands, causes of action (including reasonable attorney fees, if any), losses or damages that may be made against each CITY as a result of any negligent acts or omissions or willful misconduct on the part of COUNTY, its agents and/or employees to the extent allowed by law.

14. Insurance:

The CITY of GREENSBORO and the CITY OF HIGH POINT will provide a Certificate of Insurance to the COUNTY at the time of signing of this MOU that shall have limits as such to cover the costs of the system. Each CITY will notify the COUNTY immediately of any material adverse change in insurance coverage. Each CITY will provide updates to the insurance certificates upon request and as necessary to maintain documentation of required coverage.

15. Amendment:

The terms of this MOU may only be amended with a written Amendment executed by the Parties.

16. Termination:

Any Party may terminate this MOU for any reason and without penalty, upon 180 days written notice to the other Parties.

17. NOTICES:

All notices pursuant to this MOU shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty Lawing, County Manager

Jim Westmoreland, City Manager

GUILFORD COUNTY

CITY OF GREENSBORO

P.O. Box 3427

P.O. Box 3136

301 West Market Street

300 W. Washington St.

Greensboro, NC 27402

Greensboro, NC 27402-3136

xxx. City Manager

CITY OF HIGH POINT

P.O.Box 230

211 S Hamilton

High Point, NC 27261

18. CONTRACT LANGUAGE:

Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" and "Memorandum of Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.

19. SEVERABILITY:

If any provision of this MOU is held unenforceable, then such provision will be modified in writing to reflect the Parties' intention. All remaining provisions of this MOU shall remain in full force and effect.

20. ENTIRE AGREEMENT:

This MOU, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. Facsimile or electronic (e.g., pdf) versions of this Agreement shall have the same legal effect as originals, and all of which when fully executed, shall constitute one and the same instrument. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished.

IN WITNESS WHEREOF, the COUNTY, CITY of GREENSBORO, and CITY of HIGH POINT have set their hands and seals as of this 1st day of January 2015.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing

Guilford County Manager

Robin B. Keller

Guilford County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

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

James L. Albright, Director

Guilford County Emergency Services Department

N. Reid Baker, III

Guilford County Finance Director

Recommended by: _____

Melanie Neal

Interim Executive Director, Guilford Metro 911

CITY OF GREENSBORO

ATTEST:

Jim Westmoreland

Greensboro City Manager

Elizabeth H. Richardson

Greensboro City Clerk

(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

APPROVED AS TO FORM:

Greensboro City Attorney

IN WITNESS WHEREOF, this Memorandum of Understanding is adopted on

This ____ day of _____, 2014.

HIGH POINT CITY MANAGER

HIGH POINT 911 DIRECTOR
