



ROCKINGHAM COUNTY GOVERNMENT
Office of 911 Emergency Communications

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF GREENSBORO, GUILFORD COUNTY AND
ROCKINGHAM COUNTY

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 9-1-1 (hereafter referred to as "CITY"), Guilford County, on behalf of its Emergency Services (hereafter referred to as "COUNTY") and Rockingham County, on behalf of its Emergency Communications Center (hereafter referred to as "RCEC").

WITNESSETH:

WHEREAS, the City and RCEC operate 9-1-1 Emergency Communications Systems; and

WHEREAS, the City and the COUNTY have entered into an agreement for 9-1-1 services that allowed for the development of a backup 9-1-1 center at the COUNTY'S Meadowood facility; and

WHEREAS, during times of natural disaster and other unpredictable events, a 9-1-1 Center's system may be temporarily disabled; and

WHEREAS, the City through its GM911 department, has developed, funded, organized and equipped a backup 9-1-1 communications center which can be utilized immediately to receive and process 9-1-1 emergency calls in the event its primary emergency communications center is disabled; and

WHEREAS, RCEC desires to maintain a backup 9-1-1 center and recognizes the economic benefits of utilizing the City's GM911 backup 9-1-1 center, and

WHEREAS, the parties desire to set forth in this MOU the terms by which RCEC may utilize the COUNTY facility that is operated by the City's GM911 as its backup 9-1-1 center for the benefit of the citizens of Rockingham County.

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:



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1. Purpose of Agreement:

1.1. The purpose of this MOU is to establish a formal arrangement whereby the City makes available to RCEC its backup 9-1-1 center located at 1002 Meadowood St, Greensboro, North Carolina, for use by RCEC during such times as RCEC may experience failure to its primary 9-1-1 emergency call and dispatch center subject to the terms of this MOU. There may be events within Rockingham County that also necessitate relocation to the Meadowood site for use as an incident command center or for routine practice of backup procedures. If these scheduled events are to occur, RCEC staff will notify staff of the City's 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. RCEC will provide, at its own expense, any and all hardware, software, and any other equipment or service of any kind that is required in order to make the backup 9-1-1 center compatible with RCEC's primary 9-1-1 emergency call and dispatch operations. It will also be the sole responsibility of RCEC to insure and maintain such additional hardware, software and equipment. All technology installs will be coordinated with the City's GM911 and COUNTY personnel.

3. Responsibilities of Guilford County and the City:

- 3.1.** The City agrees to make its backup 9-1-1 center available to RCEC 24 hours per day, 7 days per week, for RCEC to man and operate its own backup 9-1-1 center in the event of failure, for whatever reason, of RCEC's primary 9-1-1 emergency call and dispatch center.
- 3.2.** The City agrees to maintain its backup 9-1-1 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 9-1-1 center to RCEC personnel so that RCEC has access to the facility at all times. RCEC 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 the City agree to a cost sharing for the facility space per the consolidation agreement and addendums.



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4. Responsibilities of RCEC:

- 4.1.** RCEC shall give to the City's GM911 Director as much advance notice as is practical under the then existing circumstances of its need and intent to operate the backup 9-1-1 center.
- 4.2.** RCEC will provide, at its expense, any and all software, hardware and any equipment or service of any kind that is required in order to make the backup 9-1-1 center compatible with the City's GM911 primary emergency call and dispatch operations. It will also be RCEC's sole responsibility to insure and maintain such additional software, hardware and equipment.
- 4.3.** RCEC will also be responsible for any network requirements for the Meadowood facility, including monthly subscription fees.
- 4.4.** RCEC shall insure that its operations, hardware, software and equipment do not in any way interfere with the City's GM911 emergency communications.

5. Priority:

- 5.1.** The parties acknowledge and agree that in the event that the backup 9-1-1 center is used by both the City's GM911 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 9-1-1 center. However, in the event that shared use is, for whatever reason, impossible or not reasonably practical, the City's GM911 shall have priority use of the backup 9-1-1 center, High Point 911 shall have second priority of the backup 9-1-1 center, and RCEC's needs to the backup 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, the City's GM911, High Point 911 and RCEC 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.



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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. Triplicate 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 North Carolina General Statutes § 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 Service:

The term of this MOU shall be for one (1) year from July 1, 2016 hereof, and will renew automatically for additional one (1) year terms until the agreement is amended or terminated as provided herein, or until such time as this MOU is superseded by a new MOU between the parties.



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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.

13.1The CITY of GREENSBORO and/or RCEC 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 RCEC and their employees or agents. Each agency shall be responsible for the negligence of its employees and agents to the extent allowed by law.

13.2COUNTY will indemnify and hold harmless each agency, 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 agency 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 RCEC will provide a Certificate of Insurance to the COUNTY at the time of the signing of this MOU that shall have the limits as such to cover the costs of the system. Each agency will notify the COUNTY immediately of any material adverse change in the insurance coverage. Each agency will provide updates to the insurance certificates upon request and s necessary to maintain documentation of required coverage. The City of Greensboro may satisfy the insurance requirement of this agreement through its self-funded plan in accordance with applicable law.

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 the MOU for any reason and without penalty, upon 180 days written notice to the other Parties.



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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
Guilford County
P.O. Box 3427
301 West Market St
Greensboro, NC 27402

Jim Westmoreland, City Manager
City of Greensboro
P.O. Box 3136
300 West Washington Street
Greensboro, NC 27402-3136

Lance Metzler, County Manager
Rockingham County
371 NC 65
Reidsville, NC 27320

18. Contract Language:

Inclusion of titles of paragraphs or section headings, capitalizations 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" and "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.



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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, set forth the entire Agreement between 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, GUILFORD COUNTY, THE CITY OF GREENSBORO AND THE COUNTY OF ROCKINGHAM HAVE SET FORTH THEIR HANDS AND SEALS AS OF THIS ____ DAY OF _____ 20____.

GUILFORD COUNTY

ATTEST:

Marty Lawing Date
Guilford County Manager

Robin Keller Date
Guilford County Clerk

APPROVED AS TO CONTENT:

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

Guilford County Emergency Services

Printed Name: _____

N. Reid Baker Date
Guilford County Finance Director

EACH PARTY TO THIS AGREEMENT HAS A SEPARATE SIGNATURE PAGE



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IN WITNESS WHEREOF, this Memorandum of Understanding is adopted on
This ____ day of _____ 20____.

Recommended by: _____
Rodney Cates Date
911/PSAP Manager Rockingham County

COUNTY OF ROCKINGHAM

ATTEST:

Lance Metzler Date
Rockingham County Manager

Pam McLain Date
County Clerk

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

Patricia Galloway Date
Rockingham County Finance Director

APPROVED AS TO FORM:

Emily Sloop Date
Rockingham County Attorney

EACH PARTY TO THIS AGREEMENT HAS A SEPARATE SIGNATURE PAGE



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IN WITNESS WHEREOF, this Memorandum of Understanding is adopted on
This _____ day of _____, 2016.

Recommended by: _____
Melanie Neal
Director, Guilford Metro 9-1-1

CITY OF GREENSBORO

ATTEST:

City Manager

City Clerk

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

Finance Officer

APPROVED AS TO FORM:

City Attorney

EACH PARTY TO THIS AGREEMENT HAS A SEPARATE SIGNATURE PAGE