



**ROCKINGHAM COUNTY GOVERNMENT  
Office of 911 Emergency Communications**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GUILFORD METRO 9-1-1  
AND  
ROCKINGHAM COUNTY EMERGENCY COMMUNICATIONS**

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 “GM911”), 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, GM911 and RCEC operate 9-1-1 Emergency Communications Systems; and

WHEREAS, GM911 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 and 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, GM911 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 GM911’s 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 GM911 as it 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:



## **ROCKINGHAM COUNTY GOVERNMENT**

### **Office of 911 Emergency Communications**

#### **1. Purpose of Agreement:**

**1.1.** The purpose of this MOU is to establish a formal arrangement whereby GM911 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 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 GM911 and COUNTY personnel.

#### **3. Responsibilities of Guilford County and GM911:**

**3.1.** GM911 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.** GM911 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 GM911 agree to a cost sharing for the facility space per the consolidation agreement and addendums.



## ROCKINGHAM COUNTY GOVERNMENT Office of 911 Emergency Communications

#### **4. Responsibilities of RCEC:**

- 4.1. RCEC shall give to the 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 GM911's 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 GM911's emergency communications.

#### **5. Priority:**

- 5.1. The parties acknowledge and agree that in the backup 9-1-1 center is used by both GM911 and High Point 911.
- 5.2. The parties further acknowledge and agree that in the event that the backup 9-1-1 center is needed by GM911, High Point 911 and RCEC 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, GM911 shall have priority use of the backup 9-1-1 center and High Point 911 shall have second priority of the backup 9-1-1 center. 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, 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.



## ROCKINGHAM COUNTY GOVERNMENT Office of 911 Emergency Communications

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 and 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 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 NCGS 143-129(j) regarding E-verify. Any controversies arising out of this MOU shall be governed and construed in accordance with the laws of the State of North Carolina.



## **ROCKINGHAM COUNTY GOVERNMENT**

### **Office of 911 Emergency Communications**

#### **12. Term of Service:**

The term of this MOU shall be for one (1) year from the 1<sup>st</sup> day of July 2016 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 suspended by a new MOU between 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 performance of services provided hereunder.

**13.1.** The 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, 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 and RCEC and their employees or agents. Each agency 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 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.

#### **15. Amendment:**

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



**ROCKINGHAM COUNTY GOVERNMENT**  
**Office of 911 Emergency Communications**

**16. Termination:**

Any Party may terminate the 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  
Guilford County  
PO Box 3427  
301 West Market St  
Greensboro, NC 27402

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

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



## ROCKINGHAM COUNTY GOVERNMENT Office of 911 Emergency Communications

### **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.

### **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 effects 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.

### **21. Iran Divestment Act of 2015:**

Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.





**ROCKINGHAM COUNTY GOVERNMENT  
Office of 911 Emergency Communications**

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**

