

NORTH CAROLINA

Memorandum of Understanding between
Yadkin County and Davie County

This Memorandum of Understanding ("MOU") made and entered into by and between Yadkin County, ("Yadkin") North Carolina and Davie County, ("Davie") North Carolina.

WITNESSETH

Whereas, Yadkin and Davie are both bodies corporate and public existing pursuant to the laws of the State of North Carolina.

Whereas, both Yadkin and Davie operate 911 Emergency Communications Systems; and

Whereas, during the times of natural disaster and other unpredictable events, a county's 911 Communications System may be temporarily disabled; and

Whereas, the parties desire to set forth in this MOU the terms by which Yadkin may have their 9-1-1 phones rolled over to Davie County as a Back Up 9-1-1 solution for the benefit of the citizens of Yadkin County. And vice versa – Davie County may have their 9-1-1 phones rolled over to Yadkin County as a Back Up 9-1-1 solution for the benefit of the citizens of Davie County.

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

1. Purpose of the agreement

1.1 The purpose of the MOU is to establish a formal arrangement whereby Davie County 9-1-1 makes available to Yadkin County 9-1-1 and/or Yadkin County 9-1-1 makes available to Davie County 9-1-1 its services of answering the 9-1-1 phone lines that will be routed down to their agency through Century Link from whichever county may be experiencing a failure in their emergency call center, in exchange for and subject to the terms of this MOU.

2. Term

2.1 Subject to the terms and conditions of this MOU, the term of this MOU shall commence upon execution and will continue for a period of two years. This agreement shall be automatically extended for an additional three year term unless one of the parties delivers a notice to terminate at least 120 days prior to the expiration of the initial two year period. The notice of termination shall be made to the county of Davie at 146 Dr. Slate Drive Mocksville, NC 27028 Attn.... Rodney

Pierce Communications Director and/or to the county of Yadkin 210 E Hemlock St
Yadkinville, NC 27055 Attn...Christi Colbert Communications Director.

2.2 Either party may terminate this agreement upon a breach by the other party. A failure by either party to comply with their respective responsibilities as provided in paragraphs 3 and 4, or in any way hinder a party's ability to provide emergency communications services, shall constitute a breach. If either party desires to terminate this MOU based upon a breach, it shall deliver a notice of its intent to terminate to the other party by registered or certified mail to the aforementioned address listed in 2.1. Termination shall not become effective until 30 days after receipt of the notice of intent.

3. Responsibilities of Davie County/Yadkin County

3.1 Davie County agrees to make its 9-1-1 Emergency Operations Center available by Yadkin County transferring their phone lines to Davie County in the event of failure in Yadkin, for whatever reason, of Yadkin's Primary 9-1-1 emergency call and dispatch center. And Yadkin County agrees to make its 9-1-1 Emergency Operations Center available by Davie County transferring their phone lines to Yadkin County in the event of failure in Davie County, for whatever reason, of Davie's Primary 9-1-1 emergency call and dispatch center.

3.2 Davie County and Yadkin County both agrees to maintain its 9-1-1 Emergency Operations Center and EOC, to keep it operational, functional, and as technologically up to date as possible within reason.

4. Responsibilities of Yadkin/Davie

4.1 Yadkin shall give the Director of Davie County as much notice as is practicable under the existing circumstance of its need and intent to roll the phones down to Davie County. And Davie County shall give the Director of Yadkin County as much notice as is practicable under the existing circumstance of its need and intent to roll the phones down to Yadkin County.

5. Priority

5.1 The parties acknowledge and agree that in the event that either county has to have their phones rolled down to the other county that both counties Davie and or Yadkin shall act in good faith and use its best efforts to answer all 9-1-1 calls from the other county as well as their own.

6. Amendment

6.1 This agreement 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.

7. Entire Agreement

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

8. Indemnity

8.1 Yadkin County shall assume the responsibility and liability for , and shall indemnify, defend, and hold harmless, Davie County, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims etc... from any phone call that they receive and relay to us. The parties shall both establish a procedure to notify the other party of any and all issues regarding same. And Davie County shall assume the responsibility and liability for , and shall indemnify, defend, and hold harmless, Yadkin County, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims etc... from any phone call that they receive and relay to us. The parties shall both establish a procedure to notify the other party of any and all issues regarding same.

9. Duplicate Originals

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

IN WITNESS WHEREOF, this memorandum of understanding is adopted on this _____ day of _____, 2016.

DAVIE COUNTY

John Eller, County Manager

IN WITNESS WHEREOF, this Memorandum of Understanding is adopted on this 20 day of
February, 2016.
2017

YADKIN COUNTY

Ricky Oliver, Sheriff

Mark Myhre
County Manager