MEMORANDUM OF UNDERSTANDING BETWEEN BURKE COUNTY, NORTH CAROLINA AND

WESTERN PIEDMONT COMMUNITY COLLEGE FOR BACKUP EMERGENCY COMMUNICATIONS

1. Purpose and Use

The purpose of this Memorandum of Understanding ("MOU") is to establish a cooperative framework between Burke County Emergency Communications/9-1-1 ("Burke 9-1-1") and Western Piedmont Community College ("WPCC") to ensure continuity of public safety communications operations.

Under this MOU, WPCC will host and support a Backup Public Safety Answering Point ("Backup PSAP") to maintain 9-1-1 call-taking and dispatching capability during primary PSAP outages, planned maintenance, or other incidents affecting normal operations.

Backup use may be needed during:

- Unplanned outages or degradation of the primary PSAP
- Facility evacuation or environmental hazards
- Network, carrier, or power failures
- Planned maintenance or technology upgrades
- Training, exercises, or special event operations

2. Term, Review, and Termination

This MOU shall become effective upon full execution by both parties and remain in effect until terminated.

- Duration: Indefinite, unless terminated by either party.
- Periodic Review: The parties shall review this MOU at least once every three (3) years, or sooner upon a material change in facilities, technology, funding, law, regulation, security requirements, or program scope.
- Termination: Either party may terminate this MOU with ninety (90) days' written notice.
- Temporary Suspension: Either party may suspend operations immediately for safety, security, or legal concerns, with prompt written notice and explanation.
- Amendments: Any modification must be in writing and signed by authorized representatives of both parties.

3. Responsibilities of Burke County / Burke 9-1-1

Burke 9-1-1 shall:

1. System and Technology Management

- Provide, configure, and maintain 9-1-1 call handling (CPE), CAD systems, radio consoles or control stations, logging recorders, and related communications equipment.
- Ensure network connectivity and cybersecurity consistent with County IT requirements and applicable security standards, including NIST 800-53 moderate-level controls where applicable.
- Conduct quarterly functional tests and one annual full-scale exercise (Attachment B).

2. Operations, Staffing, and Operational Control

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- Supply all telecommunicators, supervisors, and technical support during activation or testing.
- Retain sole operational authority to activate or deactivate the Backup PSAP.
- During activation, Burke 9-1-1 shall have operational control of the designated Backup PSAP space, systems, equipment, and access necessary to conduct emergency communications operations. Operational use shall take precedence over instructional or other College uses.
- Maintain activation, failover, and restoration procedures (Attachment C).

3. Compliance

- Ensure adherence to all applicable standards and requirements, including NENA, NFPA 1225, FCC 9-1-1 rules, CJIS/NC DCI, HIPAA where applicable, and NIMS/ICS.

4. Training

- Provide orientation for telecommunicators on equipment, layout, security, and backup procedures.

5. Costs

- Cover costs related to County equipment procurement, installation, licensing, and maintenance.
- Approve in advance, in writing, any extraordinary WPCC costs directly associated with PSAP operations, such as electrical upgrades specifically required for PSAP equipment and operations.

6. Equipment Ownership

- All equipment purchased or provided by Burke County, including equipment purchased with North Carolina 911 Board funding or other grant funding, shall remain the property of Burke County or the applicable funding entity and shall not become property of WPCC by virtue of installation within College facilities.
- Upon termination of this MOU, Burke County shall have the right to remove County-owned equipment. The parties will coordinate reasonable access and any mutually agreed restoration of the affected space.

7. Emergency Power and UPS

- Provide and maintain dedicated uninterruptible power supply (UPS) and emergency generator capability necessary to support Burke 9-1-1 Backup PSAP systems and operations.
- The Burke County UPS and generator capability shall be separate from WPCC primary UPS and emergency generator infrastructure, except for any mutually agreed interconnection or facility requirements necessary for safe installation and operation.
- Coordinate installation, testing, maintenance, fuel planning, electrical work, and operation of Burke County emergency power systems with WPCC Facilities and WPCC IT staff to ensure compatibility with College infrastructure and prevent disruption to campus systems.
- Include the dedicated UPS and generator capability in routine preventive maintenance, quarterly Backup PSAP functional testing, and the annual full-scale exercise, as applicable.

4. Responsibilities of Western Piedmont Community College

WPCC shall:

1. Facilities and Access

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- Provide secure space with adequate power, HVAC, lighting, and ADA accessibility.
- Maintain continuous 24/7 electronic key-card access to the designated communications room for authorized Burke 9-1-1 personnel and approved vendors. Access permissions, credential administration, and physical security procedures shall be coordinated with designated WPCC staff. Emergency activation shall not depend upon the presence or availability of WPCC personnel.
- Implement appropriate physical security controls, including locked rooms, visitor controls/logs, and surveillance where available.

2. Technology and Network Support

- Provide demarcation access, rack space, and cabling pathways.
- Coordinate with campus IT for timely troubleshooting.
- Coordinate with WPCC IT staff on all network connectivity, cabling, firewall, segmentation, cybersecurity, troubleshooting, and infrastructure changes affecting Burke 9-1-1 systems. The 9-1-1 network and systems shall be appropriately secured and segmented from student, academic, and other unauthorized campus networks or users.

3. Information Security

- Safeguard the designated communications room, Burke 9-1-1 network, data, recordings, credentials, and systems from unauthorized physical or electronic access, in coordination with Burke County IT and WPCC IT staff.
- Ensure students and unauthorized WPCC personnel do not access live CJIS/NC DCI, CAD, 9-1-1 records, recordings, credentials, production networks, or other restricted public safety systems or information.
- Report any data or security breach affecting the Backup PSAP within two (2) hours of discovery and cooperate in joint response efforts.
- Preserve relevant logs or records upon request for legal, security, or investigative purposes.

4. Facilities Maintenance

- Provide utilities and standard building maintenance at no cost to the County.
- Notify Burke 9-1-1 promptly of any condition threatening PSAP functionality.

5. Training

- Ensure designated IT and facilities staff are familiar with the PSAP environment sufficiently to support infrastructure issues involving power, HVAC, access, and campus network infrastructure.

5. Joint Responsibilities

- Provide one another with Primary Points of Contact (POC) information who will coordinate configuration changes. Emergency changes may be made to restore service, with subsequent written notice within 24 hours. Written notices shall be directed to the respective POCs, with copies to the Burke County Manager and Burke County Attorney, and the WPCC President and WPCC Vice President for Administrative Services.
- Maintain current equipment inventories and network diagrams (Attachment A).
- Notify the other party within sixty (60) minutes of any event threatening PSAP continuity.
- Adhere to applicable laws and security standards for all data, systems, and operations.

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- Coordinate changes to the designated Backup PSAP space that could materially affect power, HVAC, network connectivity, security, access, or emergency communications operations.

6. Dual Use of Backup PSAP and Training Facilities

The parties acknowledge that certain facilities and equipment utilized for WPCC's Telecommunicator Training Program may also comprise Burke County's designated Backup PSAP. In the event of any conflict between instructional use and emergency operational use, the Backup PSAP requirements and operational needs of Burke 9-1-1 shall control.

Upon activation or anticipated activation of the Backup PSAP, instructional activities within the designated operational area shall cease or relocate as directed by Burke 9-1-1. Burke 9-1-1 shall not be required to obtain prior College approval before assuming operational use of the Backup PSAP.

7. Liability, Insurance, and Indemnification

Each party shall be responsible for its own acts, omissions, and employees.

- Both parties shall maintain appropriate insurance or self-insurance as required by law.
- To the extent permitted by North Carolina law, each party shall hold the other harmless for claims arising from its own negligence or willful misconduct.

8. Relationship of Parties

The parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship.

9. Entire Agreement

This document, including its attachments, constitutes the entire understanding between the parties regarding the subject matter and supersedes prior agreements or communications related to this subject matter.

Signatures

Burke County, North Carolina

By: _____ Date: _____

Name/Title: _____

Burke County Emergency Communications/9-1-1

By: _____ Date: _____

Name/Title: _____

Western Piedmont Community College

By: _____ Date: _____

Name/Title: Dr. Joel Welch / President

Attachments

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- Attachment A: Equipment & Network Inventory
- Attachment B: Testing & Exercise Schedule
- Attachment C: Activation/Deactivation Procedures
- Attachment D (Optional): Floor Plan, Power/Network Details

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