

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND THE TOWN OF WOODFIN

This **INTERGOVERNMENTAL AGREEMENT** is made and entered into this ____ day of November, 2021, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the Town of Woodfin, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1 Joint Exercise of Powers;

WHEREAS, the County and Town wish to consolidate all 911 services in Buncombe County in order to provide the highest quality 911 service and lasting value for the residents of County;

WHEREAS, both parties agree that the County shall be responsible for receiving and dispatching all calls for service for the Town and County including Emergency Medical Services, Woodfin Police Department, the Buncombe County Sheriff, and volunteer fire departments;

WHEREAS, County and the Town leadership have agreed that a 911 Call Center Consolidation is a mutually beneficial path for public safety entities in Buncombe County. The Parties agree that the benefit of 911 Call Center Consolidation include:

- Reduced call transferring
- Staffing improvements to provide enhanced coverage for 24/7 operations
- More consistent and effective service delivery
- Greater opportunities for interagency response and backup
- Better data sharing between agencies and responders in the field
- Enhanced interoperability and ability to share information across jurisdictions
- Operational savings
- Reductions in future capital investment
- Elimination of duplicate technology systems and maintenance agreements
- Maximizing revenue from the 911 Board for system enhancements

WHEREAS, this Agreement establishes each party's commitment to Consolidation and sets forth the basic plan to consolidate personnel, share costs and an implementation timeline.

NOW THEREFORE, for and in consideration of the mutual promises contained herein,

the parties hereby agree to the following:

OPERATION:

1. The parties agree that Buncombe County, through operational funding and 911 Board, will establish and maintain a Consolidated 911 Call Center (herein "Call Center") beginning July 1, 2021. Buncombe County will provide the backbone structure to provide important and necessary services such as payroll, employee benefits, facilities maintenance, budget/finance, legal, risk management and procurement.
2. The County will be responsible for taking and dispatching all calls for service for the Town and provide "Communication Services" as defined herein starting July 1, 2021. "Communication Services" means:
 - a. The receipt of incoming 911 calls;
 - b. The dispatch of Public Safety Responders in response to 911 calls in a manner set out by dispatched agency and tracked in a CAD system;
 - c. The collection and maintenance of 911 call recordings and data concerning incidents to which Public Safety Responders are dispatched, as well as access to the same by Town personnel; and
 - d. Such other activities necessary for the provision of the services outlined above and incidental to the operation of the 911 Call Center, including the procurement of adequate and necessary equipment.
3. The Call Center shall meet (1) NFPA's 1221 standards, (2) National Emergency Medical Dispatch ("EMD") standards for Accreditation and attaining accreditation, and (3) CALEA's communications standards for law enforcement agencies.
4. The Town will have access to dispatch through the County's Radio System.
5. The Town will be responsible for the upkeep and maintenance of its radio system.

TRANSITION:

Both parties agree to cooperate in the many complex elements involved in transitioning to a consolidated call center.

BUDGET:

Starting July 1, 2021, the Town will pay annually \$98,502.00.

In April of 2022, the County will determine the cost sharing amount for the Town for the upcoming fiscal year being July 1, 2022. The cost sharing amount is the cost of operating the 911 Service Desk for a fiscal year multiplied by the Town's combined percentage. The Town's combined percentage is determined by blending the percentages of the Town's population with the percentage of the Town's calls for service. The County will determine in April of 2022 the

cost of operating the 911 Service Desk for the Towns of Black Mountain, Montreat, Weaverville and Woodfin and multiply by total cost by the Town's combined percentage. The Town will be informed of the new annual cost sharing amount in writing by May 1, 2022.

Notwithstanding the foregoing, the County may not increase the annual cost share to the Town by more than a two-year average of the CPI. For purposes of this Agreement, CPI is defined as the Consumer Price Index, Urban Wage Earners and Clerical Workers, U. S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics.

The amounts owed by the Town will be made in quarterly payments starting July 1st of each fiscal year or, in the discretion of the Town, in one annual payment if paid not later than December 31 of the applicable fiscal year.

EFFECTIVE DATE:

This Agreement shall become effective retroactively to July 1, 2021. This Agreement is in place of, supersedes, and replaces any existing Interlocal 911 Agreements.

TERM:

The term of this Agreement shall be from July 1, 2021, to June 30, 2023.

Starting July 1, 2023 and at all times thereafter, the County will be responsible for all the costs associated with the operation of the 911 Call Center and provide Communication Services to the Town of Woodfin at no further cost.

PUBLIC INFORMATION REQUESTS:

The County will be responsible for maintaining all call for service data for the Consolidated Call Center. The Town will have access to any Call Center data relating to the Town upon request. The Town will be responsible for responding to a public record request directed towards the Town. The County will be responsible for providing the document and/or data to the Town, who in turn will be responsible for distributing the information to the requestor.

COMMUNICATIONS STEERING COMMITTEE (CSC):

1. The County Manager of the Buncombe County will be responsible for the creation of the budget for the 911 Call Center and all operations in the 911 Call Center.
2. The County shall create a steering committee that will remain active for so long as a cost share is implemented for the operation of the 911 Call Center.
3. The Communications Steering Committee (CSC) will consist of the following membership:
 - a. Buncombe County Director for 911 Communications,

- b. Sheriff or designee,
 - c. Chief of Asheville Police Department or designee,
 - d. Asheville Fire Chief or designee,
 - e. Buncombe County Management designee,
 - f. a representative from among other municipalities' law enforcement agencies dispatched through the 911 Call Center,
 - g. a representative from among other municipal and county fire departments dispatched through the 911 Call Center, and
 - h. one (1) community member at large.
4. The selection for places 6 and 7 will be determined via majority vote of those agencies to a two year term. The County will coordinate those voting processes.
 5. The Community Representative will be selected through a competitive application process. From that list, the CSC will select the representative by a majority vote for a two year term. The CSC responsibilities are defined below.
 6. The CSC will meet at least quarterly to review performance and compliance data and to consider and resolve questions, issues, and disputes relating to 911 call center operations.
 7. The County shall be responsible for convening the CSC, setting and distributing its agenda, and providing timely information regarding meetings to all members and member agencies.
 8. Any CSC member, or member agency, may place an item on the CSC meeting agenda for discussion.
 9. All medical protocols will have final approval and/or disapproval by the EMS Medical Director separate and apart from this Committee.
 10. The Director for 911 Communications will provide a recommended 911 Call Center budget to be submitted to the County Manager for consideration in the annual County Budget.
 11. The Director for 911 Communications will serve as the CSC Committee Chair and have the authority and responsibility:
 - a. To preside at regular and special meetings of the CSC;
 - b. Facilitate the election of a Vice Chair from the CSC members. The Vice Chair will serve a two-year term and may be re-elected for subsequent terms;
 - c. To call special meetings;
 - d. To appoint committees;

- e. To represent the CSC or appoint another member to represent the CSC at various jurisdictional meetings where consolidated dispatch is on the agenda; and
- f. To provide the County Manager with performance reviews of the County 911 Leadership position and make written recommendations regarding his or her performance, utilizing the County Personnel Policies & Procedures, as may be amended from time to time, and with significant input from the CSC members.

AMENDMENTS:

This Agreement may be amended by approval of the Woodfin Town Council and the Buncombe County Board of Commissioners.

MISCELLANEOUS:

1. Notice. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows: To Town: Eric Hardy, Town Administrator, Town of Woodfin, 90 Elk Mountain Road, Woodfin, NC 28804. To County: Avril Pinder, County Manager, 200 College Street, STE 300, Asheville, NC 28801. All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.
2. Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
3. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
5. Duplicate Counterparts. This Agreement may be executed in one or more

counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

- 6. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

- 7. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed in their respective names, the day and year first above written.

TOWN OF WOODFIN

By: _____
Jerry Vahaun, Mayor

COUNTY OF BUNCOMBE

By: _____