

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF BUNCOMBE

**INTERLOCAL AGREEMENT BETWEEN BUNCOMBE COUNTY, THE OFFICE OF THE
BUNCOMBE COUNTY SHERIFF AND THE CITY OF ASHEVILLE**

THIS AGREEMENT, made and entered into this 1st day of September, 2013, by and between the City of Asheville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter called "City"), the Sheriff of Buncombe County, a constitutional office (herein "BCSO") and the County of Buncombe, a body politic organized and existing pursuant to the laws of the State of North Carolina; (hereinafter called "County"):

WHEREAS, pursuant to N.C.G.S. § 160A-461 and § 153A-445, the County and City may enter into an agreement to execute any undertaking performed by local government; and

WHEREAS, pursuant to N.C.G.S. § 153A-445 and N.C.G.S. § 160A-461 the City, the BCSO and County have decided to enter into an interlocal agreement allowing the Asheville Police Department and BCSO to temporarily use each other's telecommunicators to dispatch calls for service when the need arises; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-212 and N.C. Gen. Stat. § 160A-288 local law enforcement agencies may provide mutual aid to each other; and

WHEREAS pursuant to County Resolution No. _____ adopted on _____ and City Resolution No. ____ adopted on _____, the governing board of each body has approved and authorized execution of this Agreement;

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the City and County agree as follows:

1. The City, the BCSO and County agree that telecommunicators from the Asheville Police Department and BCSO can temporarily work for the other agency when the need arises.
2. When the need arises, the requesting agency shall inform the other agency of the need for a temporary telecommunicator and the hours of work. Such request shall be in writing and executed by the Chief or Sheriff of the requesting agency, or, in his absence, by such other person as had been designated to make or grant such requests. The responding

agency shall post the notice of work for its telecommunicators and a telecommunicator can sign up for the extra shift on a first come basis with the responding supervisor.

3. The requesting agency shall be responsible for reimbursing the responding agency all costs involved in providing the telecommunicator to the responding agency including hourly pay, any applicable overtime pay, FICA and Medicare payroll taxes, and employer pension contributions. The requesting agency shall pay the responding agency the total amount invoices within ten (10) business days after being invoiced.
4. Both parties agree to abide by the provisions set forth in N.C. Gen. Stat. § 160A-288 in regards to control, pay, workers compensation benefits and liability.
5. The requesting agency agrees to indemnify and hold harmless the responding agency for any and all costs relating to workers compensation claims and other legal claims attributable to the responding agency resulting from claims arising from the temporary telecommunicator working for the requesting agency.
6. This agreement may be canceled for any reason by giving the other party thirty (30) days written notice.
7. This Agreement may only be modified in writing and executed by both parties.
8. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.
9. The effective date of this Agreement is September 1, 2013.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(Continued on next page)

ATTEST:

CITY OF ASHEVILLE

Magdalen Burelson, City Clerk

Gary W. Jackson, City Manager

ATTEST:

BUNCOMBE COUNTY

Kathy Hughes, Clerk to the Board of
County Commissioners

Wanda S. Greene, County Manager

OFFICE OF THE BUNCOMBE COUNTY SHERIFF

By: _____
Jack Van Duncan, Sheriff

ASHEVILLE POLICE DEPARTMENT

By: _____
William Anderson, Chief of Police

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do hereby certify that Kathy Hughes personally appeared before me and acknowledged that she is the Clerk of Buncombe County and that she acknowledged the voluntary execution of the foregoing instrument by its County Manager.

This the _____ day of _____, 2013.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do hereby certify that Magdalen Burrelson personally appeared before me and acknowledged that she is the City Clerk of the City of Asheville and that she acknowledged the voluntary execution of the foregoing instrument by its City Manager.

This the _____ day of _____, 2013.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do hereby certify that Jack Van Duncan personally appeared before me and acknowledged that he is the Sheriff of Buncombe County and that he acknowledged the voluntary execution of the foregoing instrument as Sheriff of Buncombe County.

This the _____ day of _____, 2013.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do hereby certify that William Anderson personally appeared before me and acknowledged that he is the Chief of Police of the City of Asheville and that he acknowledged the voluntary execution of the foregoing instrument.

This the _____ day of _____, 2013.

Notary Public

My Commission Expires:
