

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

ADDENDUM #3 TO THE
INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND
COUNTY DATED SEPTEMBER 2, 2003

THIS ADDENDUM made and entered into this ___ day of _____, 2019, by and between the County of Buncombe County, a body corporate and politic of the State of North Carolina ("County") and the City of Asheville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina ("City").

WHEREAS, the City and County executed an Interlocal Agreement on September 2, 2003 outlining the County and City obligations for the City forgoing becoming a Primary PSAP, creating a consolidated call center ("the 2003 Agreement"), and how the expenses for the center will be paid; and

WHEREAS, on December 13, 2005, the City and County executed an addendum to the 2003 Interlocal Agreement establishing a new completion date for the consolidated public safety communication center paid for by the County ("Addendum #1"); and

WHEREAS, on September 25, 2009, the City and County executed a second addendum to the 2003 Interlocal Agreement creating a joint agreement for the operation of the communication center ("Addendum #2"); and

WHEREAS, pursuant to Addendum #2, the County is responsible for purchasing and maintaining the equipment used to receive and dispatch 911 calls for service with the exception of radios; and

WHEREAS, the State of North Carolina has not designated the City as a Primary PSAP and the City has not received any funds from the 911 Board; and

WHEREAS, the 911 Board informed the County that it believes that the City meets the definition of a secondary PSAP; and

WHEREAS, the parties have the authority pursuant to Article 20 of N.C. Gen. Stat. Chapter 160A to enter into this Interlocal Agreement; and

WHEREAS, pursuant to N.C. Gen. Stat. § 1438-1400 *et seq.*, Buncombe County 911 Communications Center is a "Primary PSAP," defined in G.S. § 143B-1400 as the first point of reception of a 911 call by a public safety answering point; and,

WHEREAS, Buncombe County has or is about to enter into an "Agreement For 911 Fund Allocations to a Secondary PSAP" ("the State Agreement") with the North Carolina 911 Board (herein "911 Board"); and

WHEREAS, pursuant to N.C. Gen. Stat. § 1438-1440 *et seq.*, the City through the Asheville Police Department (herein "APD") maintains a secondary PSAP as defined by the State Agreement; and

WHEREAS, the parties wish to specify their respective rights and expectations under the State Agreement, regarding the distribution of secondary PSAP funds from the 911 Board.

NOW THEREFORE, in consideration of the premises and the sum of \$1.00 paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

1. For as long as the 911 Board transfers secondary PSAP funds for the City to the County, the County is authorized to retain those funds and use said funds in accordance with North Carolina State law and the 2003 Agreement and its subsequent addendums for allowable expenses relating to the cost of the City operating as a secondary PSAP.
2. The County's use of all 911 funds shall comply with North Carolina law and all rules, regulations, and procedures required by the 911 Board.
3. Should either the City and/or County exercise their option to terminate the 2003 Agreement and its subsequent addendums, if allowed by State law, the County will be responsible for forwarding to the City the secondary PSAP funds for the City's allowable 911 expenses.

All terms and conditions of the 2003 Agreement, Addendum #1 and Addendum #2 are incorporated into this Addendum #3, and that in the event of any conflict, that the language of Addendum #3 shall prevail.

4. The City Council of the City of Asheville and the Buncombe County Board of Commissioners shall ratify this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, the City of Asheville by causing it to be signed in its corporate name by its Mayor and attested by its City Clerk, and sealed with its corporate seal, and the County of Buncombe by causing it to be signed by the Chairman of its Board of Commissioners and attested by the Clerk to the Board of Commissioners and sealed with its seal, on the day and year first above written.

BUNCOMBE COUNTY

By: _____

Printed Name: Brownie Newman

Title: Chairman of the Board of Commissioners

CITY OF ASHEVILLE

By:  _____

Printed Name: Debra Campbell

Title: City Manager