

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND TOWN OF BLACK MOUNTAIN

This Intergovernmental Agreement made and entered into this 19th day of January, 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 Black Mountain, 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, Black Mountain Police Department, Black Mountain Fire 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 January 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 starting January 20, 2021.
3. The Town will have access to dispatch through the County's Radio System.
4. 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 Standards for Public Safety Communications Agencies.
5. The Town will be responsible for the upkeep and maintenance of its radio system.

PERSONNEL:

1. All employees of the Call Center shall be employees of Buncombe County and subject to the County's Personnel Ordinance and policies.
2. If applicable, the Town shall make arrangements to transfer all Town dispatch center staff who meet minimum qualification standards, at the time of cutover to the County. The Town staff will become employees of the County on January 25, 2021.
3. If applicable, the County shall offer each Town telecommunicator a full-time telecommunicator position with the County. Each Town telecommunicator will be treated as a new hire with the County with the exception that the twelve (12) month probationary period as set forth in Article I, Section 3.B.6 of the County's Personnel Ordinance will be waived and the employee will be a "Covered Employee" upon hire. Supervisory and other specialty positions will be selected by the Division Manager and Emergency Services Director through Buncombe County's normal recruitment process.

4. It is the intent of this Agreement that the hiring of Town dispatch staff will take place, in alignment with Buncombe County Compensation Plan. Criteria which may render a participating dispatch center employee ineligible for County employment at the Call Center include, but are not limited to the following:
 - a. Not eligible to work in the United States;
 - b. Failed background screening;
 - c. Inability to pass a drug test; and
 - d. Education level which is not equivalent to a high school diploma or higher.

5. Each Town telecommunicator has the option of declining the position with the County. Should the telecommunicator decline the position, neither party has an obligation to find the telecommunicator a different position in either organization.

TRANSITION:

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

2. Both parties agree to follow the attached proposed implementation timeline plan to the best of each party's abilities. A copy of the Implementation Plan is attached as Exhibit A.

BUDGET:

The County will bill the Town \$80,865.54 for providing call taking services from January 1, 2021 through June 30, 2021. The Town shall make quarterly payments starting January 1, 2021. Starting July 1, 2021, the Town will pay annually \$161,731.08 multiplied by the Consumer Price Index, All Urban Consumers, published by the United States Department of Labor in effect as of April 30, 2021 (Annual Rate). Starting July 1, 2022, the Annual Rate shall be the 2021 Annual Rate multiplied by the April 30, 2022 CPI. Every future year shall be calculated by taking the previous year's Annual Rate and then multiplying the Annual Rate by the April 30 CPI. The new rate will always go into effect on July 1st.

RENEWAL

This Agreement shall automatically renew for a new term from July 1st through June 30th unless one of the parties terminates the Agreement as set forth below.

TERMINATION

Either party to this Agreement may terminate the Agreement by giving the other party written notice six months in advance of the July 1st renewal date.

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.

AMENDMENTS:

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

EFFECTIVE DATE:

This Agreement shall become effective when signed by all of the respective representatives. This Agreement is in place of, supersedes, and replaces any existing Interlocal 911 Agreement.

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: Josh Harrold, Town Manager, Town of Black Mountain, 160 Midland Avenue, Black Mountain, NC 28711. 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 Addendum to be executed in their respective names, the day and year first above written.

TOWN OF BLACK MOUNTAIN

By: _____

COUNTY OF BUNCOMBE

By: _____