

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND THE CITY OF ASHEVILLE

This Intergovernmental Agreement made and entered into this ____ day of _____, 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 City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “City”).

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461;

WHEREAS, the County and City wish to consolidate their 911 services in Buncombe County in order to provide the highest quality 911 service;

WHEREAS, both parties agree that the County shall be responsible for receiving and dispatching all calls for service for the City and County including Emergency Medical Services, and the Asheville Police and Fire Departments;

WHEREAS, County and the City 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:

- Eliminate 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
- Expanding opportunities for alternate response methods through consolidated training and procedures
- Enhanced opportunity to leverage 911 Fund allocation

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:

I. Definitions

- A. “911 Call Center” means the facility located at 164 Erwin Hill Road that is designated to receive requests for emergency assistance, including but not limited to 9-1-1 calls, and staffed to perform one or more of the following functions:

- Determine the location where an emergency response is being requested.
 - Interrogate callers to identify, assess, prioritize, and classify requests for emergency assistance and other gathered information.
 - Determine the appropriate emergency response required.
 - Assess the available emergency response resources that are, or will be, available in the time required.
 - Dispatch appropriate emergency response providers.
 - Transfer or exchange requests for emergency assistance and other gathered information with other emergency communications centers and emergency response providers.
 - Analyze and respond to communications received from emergency response providers and coordinate appropriate actions.
 - Support incident command functions.
- B. “Agreement” means this document, including any attachments, as it may be amended from time to time.
- C. “Backup Center” means a facility equipped with automatic number identification, automatic location identification displays, and all other features of a primary PSAP that it serves. A back-up PSAP shall receive 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP. A back-up PSAP facility may be unattended when not in use, remote from the Public Safety Answering Point, and used to house equipment necessary for the functioning of an emergency communications system.
- D. “Call for service” means any incident requiring the presence of Public Safety Responder(s) which is tracked in a Computer Aided Dispatch (“CAD”) system, regardless if it originates through a 911 call, non-emergency call, or self-initiated by said responder.
- E. “Combined Percentage” means the average of the City’s population as a percentage of the County population and the City’s calls for service as a percentage of all calls for service for the 911 Call Center.
- F. “CPI” means 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.
- G. “Communication Services” means:
- The receipt of incoming 911 calls;
 - The receipt of calls to the City’s non-emergency and administration lines;

- 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;
- 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 City personnel; and
- 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.

H. “Dispatch” means to assign appropriate resources (emergency responders) to an incident, monitor the response and relay relevant information

I. “Performance Standards” means the standards for the provision of Communication Services to be provided by the County.

J. “Public Safety Answering Point (PSAP)” means an entity responsible for receiving 9-1-1 calls and processing those calls according to a specific operational policy.

K. “Public Safety Responder(s)” means police and fire department personnel employed by and/or under the authority of the City.

II. Roles and Responsibilities

A. No Joint Agency

1. No joint agency is created by this agreement. The County shall have sole responsibility and authority to appoint or otherwise employ personnel necessary for the PSAP services outlined in this Agreement.

B. Buncombe County’s Responsibilities

1. Beginning January 1, 2022, the County will:
 - a. Provide the City with Communication Services through the 911 Call Center.
 - b. Provide the City with Communication Services that meet (1) NFPA’s 1221 standards, (2) National Emergency Medical Dispatch (“EMD”) standards, and (3) CALEA’s communications standards for law enforcement agencies.
 - c. Determine the cost of staffing the 911 Call Center. The cost sharing amount is the salary, benefits and associated operating costs to run the 911 Call Center operations for a fiscal year multiplied by the City’s combined percentage. The City’s share of the population will be based

on the most recently available Census data for the previous year. The City's calls for service will include all Asheville Police Department and Asheville Fire Department calls for service tracked by telecommunicators during the previous fiscal year. The County will multiply the total cost for staffing the 911 Call Center by the City's combined percentage. The City will be informed of the new annual cost sharing amount in writing by April 1 of each year.

- d. Discuss any budget adjustments with the City that would impact increases beyond cost of living, including salary changes or position increases. If significant impacts were identified, the City and County would work together to determine impact to the cost share. Unless otherwise agreed upon by both parties in writing, the County may not increase the annual cost share to the City by more than a two year average of the CPI as long as the City does not make any changes that necessitate increased 911 staff without first renegotiating a cost with the County.
- e. Bill the City quarterly based on actual salary and operating costs, to include any overtime costs for coverage, incurred for staffing the 911 Call Center.
- f. Establish a new Backup Center at a location determined by the County and be responsible for the repair, maintenance and upgrade equipment installed.
- g. Provide the City with access to 911 call recordings relating to the dispatch of Public Safety Responders. The County will respond to any data requests as soon as possible but no longer than 12 hours which is equal to a single telecommunicator shift. Access to CJIS applications will not be impacted by consolidation and will be governed by the Public Safety Interoperability Partnership (PSIP) agreement.
- h. Be responsible for the upkeep and maintenance of radio consoles in the 911 Center. The City and County will work together to ensure compatibility between dispatch consoles and radio units.
- i. Offer all City personnel dispatching calls for the Asheville Police Department, as of the effective date of this Agreement, a comparable position in the 911 Call Center.
- j. Employees with covered employee status with the City, meaning members of the City's classified service, shall be considered full-time County employees with covered employee status as of their date of hire, and shall receive starting salaries as County employees no lower than they would have received had they remained City employees as

of the effective date of July 1, 2021. City personnel who do not have covered status at the time of hire will come over to the County with their current number of months of service.

- i. Such employees shall be subject to the County's Personnel Ordinance and policies.
 - ii. Should any City employee decline a position with the County, offered in accordance with this agreement, neither party shall be obligated to find the employee a different position within either organization.
- k. Appoint personnel to serve as members of the Communications Steering Committee ("CSC") and ensure their reasonable attendance at CSC meetings.
 - l. Upon consolidation, the County shall move the City's police radio traffic from the City's audiologger to the County's audiologger.

C. City's Responsibilities

1. Beginning January 1, 2022, the City will:
 - a. Budget \$963,591 for dispatch services for the period of January 1, 2022 to June 30, 2022. The City will be invoiced quarterly based on actual salary and operating costs, and payments will be made to the County quarterly for the initial term of this agreement and every quarter thereafter as long as this agreement remains in effect.
 - b. Notify the County of any process or technology changes, such as adding radio channels, which would increase the cost of operating the 911 Call Center. If these changes would increase the number of positions needed to provide coverage to city radio consoles, the City and County would work together to determine impact to the cost share.
 - c. The City agrees to pay the full cost for the integrated AIS recording with their current Motorola Radio system, which is required for City's police radio traffic to be recorded on the County's audiologger.
 - d. The City, through City employees voluntarily filling the County shifts, shall provide assistance to the County for dispatching operations. However, if the City is unable to get sufficient volunteers to fill the County shifts, the City is under no obligation to require its employees to work a County shift.

- e. Appoint personnel to serve as members of the Communications Steering Committee (“CSC”) and ensure their reasonable attendance at CSC meetings.
- f. Retain responsibility for the maintenance, repair and updating of all receivers and field units associated with its radio system.
- g. Revise existing agreements with other entities, including but not limited to Motorola, to allow the County to be billed directly for radio console maintenance.

III. Operational Decisions

- A. Final decisions regarding call receipt, call processing and response plans, defined as responding agency plans that contain categories defining quantity, types of units, and type of response to any given area or nature code, for City Public Safety Responders shall be made by the City. Additionally, the County will work directly with the City to ensure that call taking and processing operations align with accreditation requirements and do not impede overall operations of the consolidated center or the City. However, any decisions that would impact multiple agencies shall be brought before the Communications Steering Committee for recommendation.
- B. All other decisions relating to the 911 Call Center, including its budget and all operational decisions not relating to response plans, shall be made by the County Manager with input from the Communications Steering Committee as provided below.
- C. The County reserves the ability to make day to day operation decisions as needed. The CSC will be updated on such decisions at the next meeting.

IV. Transition

- A. Both parties agree to cooperate in the many complex elements involved in transitioning to a consolidated call center.
- B. Both parties agree to follow the attached proposed implementation timeline plan to the best of their abilities. A copy of the Implementation Plan is attached as Exhibit A.

V. Term

- A. This Agreement shall have an “Initial Term” running from January 1, 2022 until June 30, 2022 and shall thereafter automatically renew for one (1) year renewal terms (each a “Renewal Term”) running from July 1 until June 30 of successive years if not earlier terminated in accordance with its provisions.

VI. Termination:

- A. Either party may terminate this Agreement by giving the other party written notice six (6) months in advance of the July 1st renewal date.
- B. Upon termination:
 - 1. The City will reinstate the call center at 100 Court Plaza to the City. The County will transfer equipment to the City based on what is allowable per the 911 Fund and the number of seats required as determined by the state. The equipment transferred from the. A current list of the Backup Center and 911 Call Center City inventory is included in Exhibit B.

VII. Public Information Requests:

The City will be responsible for responding to a public record request directed toward the City. The County will be responsible for providing the document and/or data to the City, who in turn will be responsible for distributing the information to the requestor.

VIII. Communications Steering Committee (CSC):

- A. 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.
- B. 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.
- C. The Communications Steering Committee (CSC) will consist of the following membership:
 - 1) Buncombe County Director for 911 Communications,
 - 2) Sheriff or designee,
 - 3) Chief of Asheville Police Department or designee,
 - 4) Asheville Fire Chief or designee,
 - 5) Buncombe County Management designee,
 - 6) a representative from among other municipalities' law enforcement agencies dispatched through the 911 Call Center,
 - 7) a representative from among other municipal and county fire departments dispatched through the 911 Call Center, and
 - 8) one (1) community member at large.
- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. Any CSC member, or member agency, may place an item on the CSC meeting agenda for discussion.
- I. All medical protocols will have final approval and/or disapproval by the EMS Medical Director separate and apart from this Committee.
- J. 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.
- K. The Director for 911 Communications will serve as the CSC Committee Chair and have the authority and responsibility:
 - 1) To preside at regular and special meetings of the CSC;
 - 2) 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;
 - 3) To call special meetings;
 - 4) To appoint committees;
 - 5) To represent the CSC or appoint another member to represent the CSC at various jurisdictional meetings where consolidated dispatch is on the agenda; and
 - 6) 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.

IX. City's Radio Maintenance Fund

- A. Pursuant to Section 7 of Addendum #2 to the Intergovernmental Agreement between the City and County dated September 2, 2003, the County was required to pay the City an annual amount of money for the maintenance and capital improvement of the City's radio system (herein "Radio Fund").

- B. The current fund balance of the Radio Fund is \$837,604.8.
- C. Both Parties agree that the City shall be allowed to use money from the Radio Fund to pay the cost sharing amount of this Agreement.

X. AMENDMENTS:

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

XI. EFFECTIVE DATE:

This Agreement shall become effective on January 1, 2022. This Agreement is in place of, supersedes, and replaces any existing Interlocal 911 Agreement.

XII. CANCELLATION OF THE PRIOR 911 AGREEMENT BETWEEN THE CITY AND COUNTY

Upon the adoption of this Agreement, the Interlocal Agreement dated September 2, 2003 between Buncombe County and the City of Asheville, the first Addendum dated December 13, 2005, and the second addendum dated September 25, 2009, are hereby cancelled effective January 1, 2022. The third Addendum is hereby cancelled upon the 911 Board ceasing payments to the County for the City being a secondary PSAP.

XIII. 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 City: Debra Campbell
City Manager, City of Asheville
70 Court Plaza
Asheville, NC 28801.

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 City 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.

CITY OF ASHEVILLE

By: _____

COUNTY OF BUNCOMBE

By: _____

EXHIBIT A
911 Consolidation Timeline

- **November 2021**
 - Governing body briefings & IGA approval
- **November - January 2021**
 - Begin filling open positions
- **January 2022 – February 2022**
 - Staff conversion
 - All City positions convert to County positions
 - Run promotional process for any supervisory positions
 - Separation of DCI accounts
 - Sign DCI Servicing Agreement
 - Purchase and installation of additional terminals
 - Present consolidation to NC 911 Board
- **March 2022**
 - Demonstrations of APCO and Priority Dispatch Protocol Systems for all serviced agencies
- **January 2022 – April 2022**
 - Telecommunicator Certification for City Police Telecommunicators
- **May 2022 – October 2022**
 - Implement protocol system with City of Asheville
 - Purchase additional licenses needed
 - Police Protocol certification training for City Police Telecommunicators
 - Implement fire protocol system with City and County Fire
 - Purchase licensing
 - Fire Protocol certification training for County Law and all Fire/Medical Telecommunicators
- **November 2022 – April 2023**
 - Certification for City Police Telecommunicators in medical and fire protocols
 - Crosstrain
 - Crosstrain all City Telecommunicators on all phone call types
 - Crosstrain all County Telecommunicators on city phone call types
- **May 2023 – June 2023**
 - Merge all 911 phone systems to ring on all consoles
- **July 2023 – December 2023**
 - Crosstrain all Law Enforcement Dispatchers to handle all Law Enforcement radio channels
 - Note: Radio channels will not be combined, we are just training all law enforcement dispatchers to sit at any law enforcement dispatch position
- **January 2024**
 - Consolidation completed

EXHIBIT B

Backup and 911 Call Center City Inventory as of September 2021

Backup Center Inventory

Item	Qty	City/County
Lenovo radio console pc	5	County
Avtec radio console media workstation	5	County
HP 23 inch monitor	16	County
NEC touchscreen monitor	8	County
Viewsonic touchscreen monitor	8	State (allocated to county)
BK KNG-B800 base station	2	County
Lenovo desktop pc	8	County
Kyocera p2040dw printer	1	County
HP 15 inch monitor	1	County
HP server	1	County
Eventide nexlog 740	1	County
Cisco switches	2	County
Exalt microwave	1	County
HP servers-out of service	7	County
Cisco router-out of service	2	County
Server rack	2	County
Desks	8	City
Motorola Radio Consoles	3	City
Motorola Radio Monitors	3	City
Motorola Radio Keyboards	3	City
Motorola Radio Rollerball Mouse	3	City
Chairs	8 to 10	Mix of City and County
Eaton rack UPS	1	County
Surge protectors	16	County
HP Keyboards	8	County
HP Mouse	8	County

911 Call Center City Inventory

Item	Qty	City/County
Desks	6	County
Chairs	8 to 10	Mix of City and County
Lenovo desktop pc	8	County
HP 23 inch monitor	26	County
HP Keyboards	7	County
HP Mouse	7	County
Widescreen Sony TV	2	County
Turnstyle bookcases	3	County
Connecting Desk pieces with assorted filling drawers	1	County