

**HERTFORD COUNTY  
NORTH CAROLINA**

**INTERLOCAL AGREEMENT FOR THE CONSOLIDATION OF 911 SERVICE AND THE CREATION OF A JOINT AGENCY PURSUANT TO NORTH CAROLINA GENERAL STATUTE 160A-462 TO PROVIDE EMERGENCY PUBLIC SAFETY COMMUNICATIONS SERVICES WITHIN HERTFORD COUNTY**

**THIS INTERLOCAL AGREEMENT**, made and entered into this 20th day of February 2012, by and between **HERTFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereafter referred to as the "**COUNTY**," the **TOWN OF MURFREESBORO**, hereinafter referred to as "**MURFREESBORO**," and the **TOWN OF AHOSKIE**, hereinafter referred to as "**AHOSKIE**," both being municipal corporations of the State of North Carolina, said towns together with any further municipalities located within Hertford County which may in the future become a party to this interlocal agreement being hereinafter referred to collectively as the "**TOWNS**";

**WITNESSETH:**

**WHEREAS**, the **COUNTY** and the **TOWNS** currently provide public safety communications services for their respective citizens which, although interrelated, function under separate organizational structures; and,

**WHEREAS**, the **COUNTY** and the **TOWNS** recognize the benefits of working together to more closely share and coordinate the provision of public safety communications, telephone and data services; and,

**WHEREAS**, the Murfreesboro Town Council, the Ahoskie Town Council and the Hertford County Board of Commissioners desire to establish a joint agency to operate a combined public safety communications system and center for the answering and dispatching of public safety calls to replace the current structure of three communications centers operating independently as call answering locations to serve the **COUNTY** and the **TOWNS**.

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions set forth herein, the **COUNTY** and the **TOWNS** hereby agree as follows:

- A. Purpose. The purpose of this interlocal agreement is to establish a joint agency pursuant to North Carolina General Statute 160A-462 between the **TOWNS** and the **COUNTY** to provide and maintain a consolidated public safety communications system within Hertford County serving both the **TOWNS** and the **COUNTY**. This system will promote the delivery of public safety services to the residents and taxpayers throughout the **TOWNS** and the **COUNTY** in furtherance of the public health, safety, and general welfare of Hertford County citizens and residents.
- B. Name of Joint Agency. The name of the joint agency established by this interlocal agreement shall be the "Hertford County E911 Communications Agency."

C. Organizational Objectives. The organizational objectives of the consolidated public safety communications system established under this interlocal agreement are as follows:

1. To effectively receive calls for routine and emergency assistance, based on established structured call intake protocols, and to coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies;
2. To provide participating agencies with a single contact point for the receipt of emergency assistance requests and to provide for the control of coordinated dispatch and radio communications services for law enforcement, fire, EMS, forestry, emergency management and animal control;
3. To maintain an operational emergency center at the location of the current County 911 Communication Center within its current facilities or within a new facility (should grant funds or other adequate funding be provided);
4. To provide the public and field response agencies with trained, certified and/or credentialed 911 communications personnel;
5. To provide funding for the provision of public service communication services by establishing a funding mechanism and defining the budget process for the system;
6. To provide oversight and management of the system and a consolidated communication center by creating a Governance Board representing the participating entities and agencies and implementing a personnel organization;
7. To facilitate coordination and responsiveness to the field response agencies by creating User Committees; and,
8. To provide a mechanism for the addition or withdrawal of parties to this interlocal agreement.

D. Governance Board. The Hertford County E911 Communications Governance Board (hereinafter referred to as “**Governance Board**”) shall consist of the following representatives who shall be selected by the agency he or she represents to serve on the Governance Board subject to approval by the Hertford County Board of Commissioners.

The initial **Governance Board** members will develop and present proposed By-Laws to the Hertford County Board of Commissioners for their review and approval. The By-Laws will set staggered expiration dates for each Board member, except the Hertford County 911 Director and the Hertford County IT Director/designee, who will serve ex officio by virtue of their position non-expiring terms on the Board as non-voting members.

The Governance Board shall include the following voting members:

1. Police Chief(s) from participating municipalities;

2. The Hertford County Sheriff, or his designee;
3. A representative of Hertford County EMS;
4. A representative of the Hertford County Firemen's Association which represents all county fire chiefs;
5. A representative of the Town of Ahoskie Fire Department (paid squad);
6. The Hertford County Emergency Management Director;
7. Council member(s) or designees of the participating municipalities;
8. County commissioner or designee
9. Member-At-Large (to be selected by the Governance Board)

The **Governance Board** shall include the following non-voting members:

1. The Hertford County IT Director, appointed by County Manager, or his designee; and,
2. The Hertford County 911 Director, appointed by the Hertford County Manager

E. **User Committees.** The **Governance Board** working with the Hertford County 911 Director shall create or designate Fire, EMS and Law Enforcement User Committees to facilitate coordination and responsiveness. It shall be the responsibility of the user committees to make recommendations in the development of dispatch protocols, procedures, policies and systems related to service delivery for their respective User Service activity and to make recommendations regarding general operating guideline as well as service levels and performance standards.

F. **Hertford County 911 Director.** The Hertford County E911 Communications Agency shall be managed, operated and supervised by the Hertford County 911 Director, who shall be an employee of Hertford County appointed and supervised by the Hertford County Manager and subject to the rules and regulations of Hertford County. The Hertford County 911 Director shall coordinate the operations of the joint agency working closely with the policies and direction established by the Governance Board.

The responsibilities and authority of the Hertford County E911 Director shall include the following:

1. The Hertford County 911 Director (hereinafter the "**Director**") shall be responsible for the overall operation of the Hertford County E911 Communications system and center and shall develop long-range plans, including strategic capital improvements, staffing and other matters.
2. The **Director** shall be the administrative head of Hertford County E911 Communications and shall be responsible for administration, budget and personnel matters. Such budget

shall be based on the established service levels and performance standards utilizing the input of the User Committees and the **Governance Board**.

3. The **Director** shall be responsible for oversight of call answering, dispatching records maintenance, communications, security and other Hertford County E911 Communications functions and activities.
  4. The **Director** shall establish performance standards and comply with personnel and operational policies. The **Director** shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency services to the participating agencies and town and county citizens. The Director shall present his or her recommendations to the Governance Board and seek concurrence from the **Governance Board** on substantive changes or deviations from established policy.
  5. The **Director** shall be responsible for supervising Hertford County E911 Communications personnel consistently with applicable personnel policies and procedures.
  6. The **Director** shall review and evaluate proposals from the User Committees for changes to service levels, performance standards, and/or procedures for implementation costs, benefits and liabilities, or other matters, and prepare a written report of findings and recommendations to the **Governance Board** and appropriate authorities for review and implementation.
  7. The **Director** shall discharge other duties as assigned by the Hertford County Manager.
- G. **Budget Process and Finances.** The **Director** shall develop the annual operating budget for Hertford County E911 Communications joint agency on a fiscal year basis, beginning on the first day of July and ending on the thirtieth day of June, in accordance with policies established by the Hertford County Manager's Office and timely submit the proposed budget to the **Governance Board** and the amount proposed to be paid by each municipality for participation pursuant to this interlocal agreement to each participating municipality on or before March 15<sup>th</sup> of each year. The proposed budget shall be subject to final approval by the Hertford County Board of Commissioners in its annual budget. In the even that there are any program changes and/or user changes, or in the event of changes in the parties to the agreement necessitating budget changes, during any budget year, any supplemental budget or budget amendments shall be submitted for review by the **Governance Board** an any change in any amount proposed to be paid by each municipality for participation shall be submitted to each participating municipality for review in a timely manner. Final approval of any such supplemental budget or amendment shall be approved in accordance with Hertford County budget amendment procedures.

The Hertford County Finance Officer shall be the Finance Officer for the Hertford County E911 Communications and all financial operations (including purchasing) shall be conducted by or under the supervision of the Hertford County Finance Officer in accordance with procedures established by the Hertford County Finance Office and with applicable laws and regulations.

- H. **Funding.** Hertford County E911 Communications is intended to be a self-sufficient entity financed by 911 fees, grants and funds provided by the **COUNTY** and the **TOWNS**. Starting with the **Operational Date**, any 911 fees collected by the State of North Carolina and sent separately to the **TOWNS** and the **COUNTY** will be combined and deposited in a special revenue fund established by the Hertford County Finance Office for Hertford County E911

Communications operations. **The Operational Date** is planned to coincide with July 1, 2012; however, in the event that the initiation of operations for the combined communication center is delayed beyond such date, the **Operational Date** shall be the date that the combined communication center is open for operations. It is agreed that the **COUNTY** shall appropriate to the annual costs of maintenance, operation, repair and capital costs of Hertford County E911 a base sum in the amount of \$207,776 which represents the sum it appropriated to its own 911 operations in the 2011-2012 budget year (hereinafter referred to as the "**Base Sum**"). The **COUNTY** and the **TOWNS** agree to appropriate to the annual costs of maintenance, operation and repair and capital costs of Hertford County E911 Communications, after the total of such costs are reduced by the amount of any and all grants, 911 funds, a proportionate share (hereinafter referred to as "**Proportional Share**") of any increase in budget costs (hereinafter referred to as "**Increased Costs**") over and above the **Base Sum** provided by the **COUNTY** in accordance with the following formula:

(Participating municipality population) divided by (Hertford County population plus total population of all other municipalities in Hertford County) times **Increased Costs** equals **Proportionate Share**.

[An example being where **Increased Costs** are \$125,000, the population of Ahoskie is 5039 and the total of Hertford County's population (15,416) plus the population of all municipalities in Hertford County (4,214) is 19,630, the **Proportionate Share** of **Increased Costs** paid by Ahoskie would be 26% of \$125,000 or \$32,500]

It is agreed that the population figures used each year shall be the same figures used by the State of North Carolina in its most recent per capita distribution of sales tax pursuant to North Carolina General Statute 105-472.

It is also agreed that the **Proportional Share** of **Ahoskie** and **Murfreesboro** for the first three fiscal years of operation of Hertford County E911 Communications shall not exceed \$\_\_\_\_\_ per fiscal year. In no way shall the Towns be required to pay any proportionate share until all grant funds have been exhausted.

- I. **Existing Equipment**. Public safety communication equipment, software and supplies currently used by the Towns, which are no longer to be used by the Towns after the date Hertford County E911 Communications becomes operational, shall be transferred by the Towns to Hertford County E911 Communications.
- J. **Ownership of Facilities**. Title to all property, equipment, apparatus and supplies purchased and/or acquired in fulfillment of the Agreement shall vest with the **COUNTY**; provided, however, that any capital asset transferred to Hertford County E911 Communications by any of the TOWNS with reservations (hereinafter referred to as "**Reserved Asset**") that it be returned at withdrawal or dissolution, such reservations being acknowledged in writing by the Hertford County 911 Director at or before the date of transfer, shall be subject to the provisions of Section N Withdrawal, below.
- K. **Personnel**. All employees of Hertford County E911 Communications shall be employees of the **COUNTY** subject to its administrative, personnel and legal requirements and managed and

supervised by the Director. All full-time employees of the **TOWNS** in the position of telecommunicators will be retained by County with transfer of **TOWN** seniority, longevity, leave balances or other benefits in accordance with **TOWNS** personnel policies in place at the time of hire with Hertford County E911 Communications.

- L. **Joinder of Additional Parties**. Additional municipalities located within Hertford County shall be permitted to become parties to this interlocal agreement and participate in the joint agency established hereby with the approval of the **COUNTY**.
- M. **Special Equipment**. In the event that a party to this interlocal agreement should require the installation of equipment, or the performance of special services, dedicated to the sole and special use of such party (hereinafter referred to as ("**Special Equipment**")), such party shall bear the entire cost of such **Special Equipment**, its installation, maintenance, operation and repair. Should such party terminate its participation in this interlocal agreement, it shall retain all rights to such **Special Equipment** provided the removal of such **Special Equipment** does not alter, hinder, damage or disrupt the operations or equipment of Hertford County E911 Communications. If the removal of such **Special Equipment** (including software) shall cause such alteration, hindrance, damage or disruption, all interests in such **Special Equipment** by terminating party will be forfeited.
- N. **Withdrawal of Party**. A participating governmental entity may withdraw from this agreement at the end of a fiscal year by giving a six (6) month written notice of withdrawal by the party's Manager prior to July 1<sup>st</sup> of the fiscal year in which withdrawal is to be effective. Such written notice is to be delivered to the Chair of the **Governance Board** and to the Hertford County E911 Director. The withdrawal will become effective no sooner than 6 months after said notice is delivered. The withdrawing entity agrees to continue to make all payments required by this interlocal agreement until the effective date of such withdrawal. In the event that the withdrawing party has purchased and installed **Special Equipment** in accordance with Section M, above, or a **Reserved Asset** in accordance with Section J, above, such **Special Equipment** or **Reserved Asset** may be removed in accordance with the terms of this interlocal agreement upon the effective date of withdrawal or shortly thereafter; provided, however, that the withdrawing party shall pay any and all costs associated with the removal and such removal shall not create an interruption of service to the public.
- O. **Amendments**. This interlocal agreement may be amended in writing by approval of the **COUNTY** and the **TOWNS**.
- P. **Effective Date**. This interlocal agreement shall become effective upon execution by all of the parties to this interlocal agreement and shall be effective for any additional Hertford County municipality who may subsequently become a party to this interlocal agreement upon execution of a written document adhering to the terms of this agreement by such additional party countersigned by the **COUNTY**.

This 20<sup>th</sup>, day of February 2012.

**HERTFORD COUNTY**

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**Chairman Board of Commissioners**

**ATTEST:**

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**Clerk to the Board of Commissioners**