

STATE OF NORTH CAROLINA
INTERGOVERNMENTAL

ADDENDUM #2 TO THE

AGREEMENT BETWEEN THE CITY AND

COUNTY

COUNTY OF BUNCOMBE DATED SEPTEMBER 2, 2003

THIS ADDENDUM made and entered into this 17th day of February, 2009, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and 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").

WHEREAS, on September 2, 2003, the City and County entered into an Intergovernmental Agreement to have a consolidated public safety communications center for the City and County (herein "Agreement"); and

WHEREAS, on December 13, 2005, the City Council authorized the City Manager to execute an Addendum to the Agreement setting January 1, 2007 as the new completion date for the consolidated communications center (herein "Addendum #1"); and

WHEREAS, it is the intent of both parties that this Addendum #2 to the Agreement shall serve as the "formal joint agreement for the operation of the Consolidated Center" to comply with Sections II.M. and III.E of the Agreement (herein Addendum #2). and

WHEREAS, both City and County acknowledge and agree that the County has met or exceeded the facility and equipment requirements of the September 2, 2003 agreement;

NOW THEREFORE, the parties hereby agree to the following:

I. DISPATCHING OF AFR

- A. Pursuant to the Agreement, the County will make available three (3) fully trained, telecommunicators to dispatch calls for AFR. These three (3) telecommunicator positions shall remain County employees, and, in accordance with the Agreement, the financing of these positions will become the responsibility of the City after July 1, 2008. The County will provide information on that cost by March 1st each year for inclusion in the City's annual budget.
- B. The City allows and authorizes Emergency Services to continue to dispatch AFR for all calls for service.

II. THE ADVISORY BOARD

- A. There is hereby established a task force, to be known as the Consolidated Call Center Advisory Board (herein “Advisory Board”).
- B. The Board shall consist of five (5) members; the Sheriff, Emergency Management Services Director, Chief of Police of the City of Asheville, the Fire Chief of the City of Asheville, and the President of the Buncombe County Fire Chief’s Association or the designee of each. Each year a majority of the Advisory Board will choose a chairperson. A minimum of three (3) members are necessary to constitute a quorum to take action. A majority vote is needed to take formal action.
- C. The purpose of the Advisory Board shall be to establish policies and operational standards for CCC and RCC as follows:
 - 1. Resolutions of intergovernmental disputes between agencies regarding the use of CCC;
 - 2. Recommendations for capital improvement requests and other expenditure requests related to the operation of the CCC and RCC pursuant to the Agreement to the County Manager;
 - 3. Recommended changes to the Agreement by the City and County;
 - 4. Procedures for routing calls for service within Buncombe County;
 - 5. Procedures regarding the day to day operations of the CCC and RCC;
 - 6. Operational and administration practices with a focus on improving customer service, efficiency and lowering costs;
 - 7. Location of the RCC, subject to approval of the County and City Managers.

III. REDUNDANT COMMUNICATIONS CENTER (RCC)

- A. Location: The RCC for CCC is currently located at the Municipal Building, 4th floor, adjacent to the Fire Department Offices. CCC personnel will be stationed at this facility when necessary to facilitate timely communications transfer to the RCC in the event of a City or

County activation.

- B. Activation: The RCC will be activated according to protocols established by the Emergency Management Services Director. The RCC shall be operational in case of activation by October 1, 2008.
- C. Equipment: The RCC will be equipped with equipment approved by the City and County Managers. The RCC will remain a secure location.

IV. PERFORMANCE STANDARDS

- A. The parties to this Agreement agree that the following performance issues will be determined based on national standards and best practices of other communication call centers. Including but not limited to collecting the following data:
 - 1. Number of rings prior to call being answered;
 - 2. Elapsed time from answer of 911 call to dispatch;
 - 3. Elapsed time from answer of non-emergency call to placement in the system; and
 - 4. Staffing levels for high level of customer service output.

V. DCI EQUIPMENT

To comply with North Carolina General Statutes, each party is responsible for meeting and maintaining their respective DCI certification and authorization. Each party will have "direct management control" and final authority over the use of their DCI terminal in the CCC communications center including but not limited to direct control over the DCI equipment, information and personnel who operate said equipment. All operators of DCI equipment will meet all requirements as set forth in federal and state laws.

VI. EQUIPMENT and MAINTENANCE

Notwithstanding the definitions of "Communication Equipment" and "Console" or any other word or phrase pertaining to the dispatch of calls as set forth in the said Intergovernmental Agreement and this Addendum, each party is responsible for radio equipment necessary to dispatch calls for their organization. The County's equipment and maintenance responsibilities are limited to the facility, CAD, telephone equipment and the workstation

console desks that house the radio equipment used to receive and dispatch calls.

VII. PRIVACY OF DATA AND INFORMATION

The CCC shall comply with all federal, state and local laws regarding the release of public and non-public information. The Advisory Board shall recommend a policy regarding the release of said information.

~~VIII. CONFLICT OF TERMS~~

~~If there is any conflict between the language in this Addendum #2 and the Agreement, the language in the Agreement shall prevail.~~

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: _____
Gary W. Jackson, City Manager

COUNTY OF BUNCOMBE

By: _____
Wanda S. Greene, County Manager