

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 16 July 2014

SUBJECT: Interlocal Agreement with Hendersonville on secondary 911 public safety answering point

PRESENTER: Charles Russell Burrell

ATTACHMENT(S): Draft inter-local agreement; draft agreement with the State

SUMMARY OF REQUEST:

North Carolina's 911 Board has approved a "secondary public safety answering point" (PSAP) funding arrangement, where State 911 funds can flow to a secondary provider of services as a PSAP for 911. Henderson County is the primary PSAP for the county.

This will not affect the funding that the County receives from the state 911 Board, but will provide security by assisting the operation of a secondary PSAP if needed.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the inter-local agreement.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the inter-local agreement with Hendersonville.

INTER-LOCAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of July, 2014, by and between the County of Henderson, a body corporate and politic of the State of North Carolina (“Henderson County”) and the City of Hendersonville, a North Carolina municipal corporation (“Hendersonville”).

WITNESSETH:

WHEREAS, the parties have the authority pursuant to Article 20 of NCGS Chapter 160A to enter into this Interlocal Agreement; and

WHEREAS, pursuant to N.C. Gen. Stat. §62A-40 *et seq.*, Henderson County’s Emergency Communications Center is a “Primary PSAP”, defined in that statute as the first point of reception of a 911 call by a public safety answering point; and,

WHEREAS, Henderson 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, in a form substantially identical to that of Exhibit IL-1 hereto (including its own exhibits), pursuant to that statute; and,

WHEREAS, also pursuant to that statute, Hendersonville maintains a backup or secondary PSAP as those terms are defined in the State Agreement; and,

WHEREAS, the parties wish to specify their respective rights and expectations under the State Agreement, as set out in this Agreement;

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. So long as the North Carolina 911 Board actually forwards funds to Henderson County which are identified as intended to be forwarded to Hendersonville (“Hendersonville 911 funds”), Henderson County shall forward such funds to Hendersonville within ten (10) days of receipt.
2. Should the North Carolina 911 Board later identify any Hendersonville 911 funds which were forwarded to Henderson County in error which Henderson County has subsequently forwarded to Hendersonville, Hendersonville will promptly repay such funds to the North Carolina 911 Board (insuring proper crediting for the same for both Hendersonville and Henderson County).
3. The decision of whether Hendersonville 911 funds are forwarded to Henderson County shall be solely that of the North Carolina 911 Board.
4. Hendersonville’s use of Hendersonville 911 funds shall comply with North Carolina law and all rules, regulations and procedures required by the North Carolina 911 Board.
5. Hendersonville will retain and maintain full, accurate and verifiable accounting records for the Hendersonville 911 funds to the same extent and for the same duration as required of Henderson County in the State Agreement.

6. Henderson County's remedies as to Hendersonville 911 funds are identical to those of the North Carolina 911 Board in the State Agreement.

7. The terms of the State Agreement concerning Henderson County's obligations to the North Carolina 911 Board, including those for record-keeping, dispute resolution, warranties, and confidential information, and all general provisions and conditions contained therein, are incorporated herein by reference, and shall be deemed to apply to and be enforceable against Hendersonville to the same extent they are enforceable against Henderson County.

This Agreement shall be ratified by the City Council of Hendersonville and the Board of Commissioners of Henderson County, and a copy thereof shall be spread upon the minutes of both bodies.

IN WITNESS WHEREOF, the parties have executed this Agreement, the City of Hendersonville 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 Henderson 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.

[signature page follows]

Attest:

CITY OF HENDERSONVILLE

Tammy Drake, City Clerk
(official seal)

By: _____
BARBARA VOLK, Mayor

HENDERSON COUNTY BOARD
OF COMMISSIONERS

Attest:

Teresa Wilson, Clerk to the Board
(official seal)

By: _____
CHARLES D. MESSER, Chairman

APPROVED AS TO FORM:

Henderson County Attorney

Hendersonville City Attorney