

**INTERGOVERNMENTAL AGREEMENT FOR A CONSOLIDATED 9-1-1 CENTER
BETWEEN THE COUNTY OF CUMBERLAND AND THE CITY OF FAYETTEVILLE**

December 11, 2017

This Agreement, effective as of December 11, 2017, made and entered into by and among the City of Fayetteville, North Carolina, and the County of Cumberland, North Carolina.

WITNESSETH:

WHEREAS, a Needs Assessment and Feasibility Study was completed in February 2016, based upon a scope of work developed by the City of Fayetteville and the County of Cumberland and was jointly paid for; and

WHEREAS, the Study found that the existing facilities do not meet safety and survivability standards for this kind of critical operation; and consolidation of the two existing 9-1-1 centers offers the following potential advantages: significantly enhanced safety and survivability, improved efficiency, improved situational awareness and information flow, reduced maintenance cost, and enhanced ability to address the demand of Next Generation 9-1-1 standards; and

WHEREAS, the City of Fayetteville and the County of Cumberland formed the Joint 9-1-1 Task Force, including representation from law enforcement, fire and emergency medical services (EMS) entities; as well as a County Administration representative and City Administration representative; and this Committee has been exploring the benefits of consolidating public safety communications within Cumberland County; and

WHEREAS, the jurisdictions and residents of Cumberland County would benefit in terms of reliability, effectiveness and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services to Cumberland County, the City of Fayetteville, and all other municipalities within Cumberland County; and

WHEREAS, the City and County agree to the establishment and maintenance of a consolidated PSAP / 9-1-1 Center, to be hereafter known as "Fayetteville Cumberland Consolidated 9-1-1 Center" (herein the "9-1-1 Center"); and

WHEREAS, the establishment of such PSAP will provide improved law enforcement, fire, EMS, and Animal Control communications within the boundaries of the participating jurisdictions (the "Consolidated Service Area"), together with such other jurisdictions as may hereafter contract with the undersigned for communications services; and

WHEREAS, the establishment and maintenance of such PSAP will be of substantial benefit to the citizens of the undersigned governmental jurisdictions and the public in general;

NOW THEREFORE, as an exercise of the police power and authority granted by the Constitution and laws of the State of North Carolina, and in consideration of the mutual terms, covenants and conditions set forth herein, it is hereby agreed and covenanted among the undersigned as follows:

1. PURPOSE:

This Intergovernmental Agreement to establish the 9-1-1 Center contains the following organizational objectives:

- 1.1. To promote the health, safety and general welfare of the citizens throughout Cumberland County. To that end, the Parties wish to continually improve procedural efficiency and technical capabilities of emergency call taking, emergency call processing, and all emergency response communications.
- 1.2. To save lives by improved call processing time which reduces response times to emergency incidents.
- 1.3. To improve safety to emergency responders.
- 1.4. To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies.
- 1.5. To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire, EMS, Emergency Management, and Animal Control.
- 1.6. To bring about increased efficiencies and coordination of communications and emergency response services, including the use of the National Incident Management System and the National Response Plan. These communications improvements are intended to impact emergency response for all types of scenarios that are generally broken into three categories:
 - 1.6.1. Emergencies that occur daily in the community: those “typical” crimes, fires, and medical emergencies.
 - 1.6.2. Local, small scale disasters, such as a school bus accident.
 - 1.6.3. Large-scale and/or national-level disasters, such as terrorist attacks or natural disasters.

- 1.7. To provide the public and field response agencies with highly trained, certified and/or credentialed 9-1-1 employees who strive to provide the best service possible to all Parties involved.
- 1.8. To set the goals of meeting National Fire Protection Association (NFPA) 1221 and/or Insurance Services Office (ISO) standards and attaining and sustaining the following accreditations: International Academies of Emergency Dispatch (IAED) accreditations and Commission on Accreditation for Law Enforcement Agencies (CALEA).
- 1.9. To provide funding to ensure the appropriate level of service to all Parties involved as defined by user agencies by establishing funding mechanisms and defining the budget process for the 9-1-1 Center.
- 1.10. To provide for governance of the 9-1-1 Center.
- 1.11. To ensure accountability to the field response agencies by creating User Groups that provide feedback to the Fayetteville Cumberland 9-1-1 Board.
- 1.12. To provide a mechanism for the addition or withdrawal of Parties to the Agreement.
- 1.13. To establish an alternate center to serve as a backup consistent with state law and as a secondary location where emergency dispatchers will function in the event that they need to evacuate the primary 9-1-1 Center.

2. DEFINITIONS:

As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise:

- 2.1. “9-1-1 Services” shall mean those services and equipment to answer 9-1-1 calls on a 24-hours-per-day basis.
- 2.2. “Alarm” shall be, as defined by NFPA, a “signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency.” An “alarm” is a call.
- 2.3. “Call” is made by an individual or alarm and is received at a PSAP (9-1-1 Center) and is answered by a trained telecommunicator at that PSAP. The call can be received on a 9-1-1 trunk, administrative line, or a dedicated seven-digit line that has been advertised to the public. A call typically requires some action on behalf of the telecommunicator whether a

resource is being dispatched or not. A text message or other communication method that otherwise is consistent with this description shall also be a call.

- 2.4. “Call Processing” for medical and fire calls shall be the time from when the call (alarm) is answered until dispatch begins. The authority having jurisdiction shall determine the call processing timeframes for law enforcement incidents.
- 2.5. “Center Capital Costs” shall mean the costs to build the 9-1-1 Center, excluding grant funding.
- 2.6. “City” shall mean the City of Fayetteville.
- 2.7. “County” shall mean the County of Cumberland.
- 2.8. “Fayetteville Cumberland 9-1-1 Council” shall mean the advisory body as defined by Article 6 hereof.
- 2.9. “Fayetteville Cumberland Consolidated 9-1-1 Center” shall mean collectively the Parties to this Agreement in their capacity as providers and/or receivers of 9-1-1 Services; or, as the context may require, the system of providing such services; or the facility housing the countywide 9-1-1 operations.
- 2.10. “Incident Location” shall be the physical location that need for services is located.
- 2.11. “Incident Volume” shall be the number of events entered into the 9-1-1 Center’s computer aided dispatch (CAD) system, which requires action by a responding unit or units, including self-initiated events, in the City of Fayetteville and/or Cumberland County. The respective incident volume will be per incident, excluding test calls, training calls, and duplicate or cancelled events.
- 2.12. “Other Services” shall mean services related to emergency service or jurisdictional communications provision, such as administrative call taking.
- 2.13. “Parties” shall mean the signatories to this Agreement.
- 2.14. “Population” shall mean the official population of Cumberland County from the United States Census Bureau, including official posted estimates. The population attributed to the County shall be the latest official population or estimate less the population attributed to the City of Fayetteville. The population attributed to the City of Fayetteville shall be the latest official population or estimate. These population numbers shall be used to attribute a percentage of the population to each Party,

- 2.15. “PSAP” (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.

3. CITY TO ESTABLISH A CONSOLIDATED 9-1-1 COMMUNICATIONS DEPARTMENT:

The Parties agree that the City will establish and maintain a 9-1-1 Communications Department that will operate the consolidated 9-1-1 Center. The City will provide needed support services including, but not limited to, payroll, employee benefits, facility maintenance, budget/finance, legal, risk management, information technology and procurement. The 9-1-1 Director and all employees of the 9-1-1 Center will be City employees, subject to all City personnel policies and procedures.

The City shall be the operating authority for the 9-1-1 Center and any terms hereof that alter the standard authority and responsibilities of the City Manager to manage the operations of this City Department and its employees and assets will be narrowly construed.

4. PROGRAMMING AND CONSTRUCTION OF FACILITY:

- 4.1. Location: The 9-1-1 Center and Emergency Management facility will be constructed on property owned by the City located off Fields Road, unless otherwise agreed by the Parties. The appraised value of the acreage provided for these facilities will be credited to the City’s capital contribution to the 9-1-1 Center project based upon an average appraised value per acre.
- 4.2. Capital Cost: Construction and outfitting of the Fayetteville Cumberland Consolidated 9-1-1 Center and other related capital costs not covered by state 9-1-1 funding (“Center Capital Costs”) will be supported by both the City and the County.

The initial capital costs for the 9-1-1 portion, based on square footage allocated to 9-1-1 operations, of the Center Capital Costs will be split between the City and County. The City’s split is 60 percent, including contributing to any debt service incurred for that purpose as more fully described in Article 9. The County’s split is 40 percent, including contributing to any debt service incurred for that purpose as more fully described in Article 9.

The County will fund all capital costs related to the County Emergency Management portion of the facility, based on the square footage allocated specifically for Emergency Management operations.

Shared common area spaces will be subject to contributions from both the City and County based on percentage split indicated above, 60 percent City and 40 percent County.

The City will apply for a grant from the state 9-1-1 Board and, if awarded, will administer that funding consistent with grant requirements to support the construction and operation of the 9-1-1 Center.

- 4.3. Programming: The Parties will work together through the Executive Board and 9-1-1 Council as defined herein to select the architect and contractors necessary to design and construct the 9-1-1 Center.

The 9-1-1 Center will include at least the following: (1) dispatch area, (2) director and supervisor administrative offices, technology specialist offices, clerical and reception office space, (3) radio/recording/CAD/9-1-1 technology equipment rooms, (4) training area, and (5) storage for inventory, supplies and records.

County Emergency Management will have (1) administrative offices, (2) Emergency Operations Center, (3) break-out meeting rooms, (4) media relations area, (5) storage for inventory, supplies and records and (6) exterior vehicle storage space.

Common areas shall include at least training/meeting rooms, locker rooms, bathroom/shower facilities, and kitchen.

The City will take all actions necessary to ensure the consistent availability of suitable facilities as a backup center, consistent with state regulations, in the event that 9-1-1 Center employees must evacuate the primary 9-1-1 Center. Costs associated with the provision of this facility shall be included in the 9-1-1 Center budget and distributed between the Parties as described herein.

5. TRANSITION ISSUES:

The Parties agree to cooperate in the many complex aspects of transitioning into the 9-1-1 Center. There will be continued involvement of the Fayetteville Cumberland 9-1-1 Council in all phases of the establishment of the 9-1-1 Center. The capital budget, funding plan, initial operational budget, and project schedule will be considered and approved by the City and County as part of each Party's standard budget review and approval processes.

6. 9-1-1 CENTER GOVERNANCE:

With the execution of this Agreement, the existing Joint 9-1-1 Task Force will be disbanded. The 9-1-1 Center will be governed consistent with the terms of this agreement as follows:

- 6.1. Executive Board:

6.1.1. Membership: The Executive Board shall be comprised of the City Manager or designee, and the County Manager or designee.

6.1.2. Responsibility and Authority: The Executive Board shall have the responsibility:

6.1.2.1. to approve the mission and goals of the 9-1-1 Center,

6.1.2.2. to review performance relative to the implementation of the 9-1-1 Center fiscal policies and budget,

6.1.2.3. to consider and resolve questions, issues and disputes arising from the 9-1-1 Council,

6.1.2.4. to oversee the composition and operation of User Groups of the 9-1-1 Center as discussed in Article 7,

6.1.2.5. to supervise the Center Director with direct advisory input from the 9-1-1 Council, and,

6.1.2.6. to select and conduct performance reviews of the Center Director within guidelines of applicable personnel policies.

6.1.3. It is the intent of the Parties that the members of the Executive Board work together to achieve consensus on key operational issues. Anything to the contrary notwithstanding, however, the City Manager shall be responsible for the operational effectiveness of the 9-1-1 Department and shall have authority to act unilaterally should consensus not be achieved.

6.2. 9-1-1 Council:

6.2.1. Membership:

City of Fayetteville Police Chief (voting)

City of Fayetteville Fire Chief (voting)

Cumberland County Sheriff (voting)

County Fire Representative (voting)

EMS Director (voting)

Town of Hope Mills Public Safety Representative or Town Manager (voting)

Town of Spring Lake Public Safety Representative or Town Manager (voting)

Ex Officio: (non-voting)

City Manager Office Liaison

City Council Liaison

County Manager Office Liaison

County Commission Liaison

6.2.2. Responsibility and Authority: The 9-1-1 Council shall have the responsibility to:

- 6.2.2.1. Elect a Chairperson from its voting members by a majority vote. The Chairperson will serve a one-year term and may be re-elected for subsequent terms. The Chairperson will have the authority and responsibility:
 - 6.2.2.1.1. to preside at regular and special meetings of the 9-1-1 Council;
 - 6.2.2.1.2. to appoint a member of the 9-1-1 Council to act as Chairperson in his/her absence. This appointment may be made on a case-by-case basis or for a designated period of time, not to exceed three consecutive meetings;
 - 6.2.2.1.3. to call special meetings as appropriate;
 - 6.2.2.1.4. to appoint subcommittees as appropriate;
 - 6.2.2.1.5. to represent the 9-1-1 Council or appoint another member or the 9-1-1 Center Director to represent the 9-1-1 Council at various jurisdictional meetings where consolidated dispatch operations are on the agenda;
 - 6.2.2.1.6. to provide input to the Executive Board with performance reviews of the Center Director and make written recommendations regarding his or her performance, utilizing the City Personnel Policies & Procedures.
- 6.2.2.2. Establish, together with the Director, the mission and strategic goals of the 9-1-1 Center;
- 6.2.2.3. Establish operational protocols, policies and procedures for the 9-1-1 Center with the assistance of the Director;
- 6.2.2.4. Consider and resolve questions, issues and disputes presented to the 9-1-1 Council by the User Groups;
- 6.2.2.5. Direct the development of User Groups as discussed in Article 7;
- 6.2.2.6. Work with the Director to submit to the Executive Board a recommended budget for the 9-1-1 Center by no later than February 15th of each year for the upcoming fiscal year beginning July 1;
- 6.2.2.7. Provide advocacy for both capital and operational needs of the 9-1-1 Center, and work toward funding efficiencies and grant opportunities;
- 6.2.2.8. Annually adopt a long-range comprehensive capital plan.

6.2.3. Meetings of the 9-1-1 Council:

- 6.2.3.1. Any member of the 9-1-1 Council may designate a representative to attend meetings in the member's place. The designee must be from the same jurisdiction and the member will ensure that the designee is knowledgeable and prepared. While so designated, the representative shall assume all rights and responsibilities of a full member. Members themselves, however, are expected to attend the majority of meetings.
- 6.2.3.2. Regularly scheduled meetings of the 9-1-1 Council shall be held monthly at such time and place as determined by mutual agreement. Special meetings may be called by the Chairperson as appropriate.

- 6.2.3.3. A quorum shall be necessary to convene a meeting. Five voting members shall constitute a quorum. All motions presented for approval shall require majority vote of those present in order to move forward. Additional procedural rules for 9-1-1 Council meetings will be established by the 9-1-1 Council within the first 90 days of the 9-1-1 Council's existence.
- 6.2.3.4. The 9-1-1 Council will be a public body subject to the North Carolina Freedom of Information Act.

7. USER GROUPS:

Two User Groups will be established for the purpose of providing the opportunity for all user agencies to have input into the operations of the 9-1-1 Center. There will be a Law Enforcement User Group and a separate Fire/EMS User Group.

7.1. Law Enforcement User Group:

The Law Enforcement User Group shall be comprised of the following members each designated by the agency chief:

- two representatives from the Fayetteville Police Department,
- two representatives from the Cumberland County Sheriff's Office,
- one representative from the Hope Mills Police Department,
- one representative from the Spring Lake Police Department,
- one representative from Cumberland County Animal Control, and
- one 9-1-1 Center employee who will serve as a liaison for the user group.

7.2. Fire/EMS User Group:

The Fire/EMS User Group shall be comprised of the following members each designated by the agency chief:

- two representatives from the Fayetteville Fire Department,
- one representative from the Hope Mills Fire Department;
- one representative from the Spring Lake Fire Department;
- three representatives from county fire stations, designated by the Fire Chiefs' Association;
- two representatives from EMS of Cape Fear Valley Health, and
- one 9-1-1 Center employee who will serve as a liaison for the user group.

- 7.3. Each User Group shall appoint a chair to preside over all their meetings. A quorum shall be necessary to convene a meeting. These groups will meet at least quarterly and provide written feedback to the 9-1-1 Council regarding any concerns, problems, or

recommendations related to operational protocols or any other aspects of the 9-1-1 Center's performance to meet their needs.

- 7.4. User Group recommendations relative to service levels, staffing levels, performance standards, operational procedures and protocols or systems shall be made to the 9-1-1 Director no later than August 15 of each year in order to be considered for implementation in the next budget year.

8. CENTER DIRECTOR:

The 9-1-1 Center will be managed, operated and supervised by a Center Director, who will be a City employee subject to the City's personnel policies and other employee regulations and under the direct supervision of the City Manager or designee. Any major personnel actions involving the Director position, including hiring and disciplinary action or firing, will be considered by the Executive Board.

8.1. Responsibility and Authority of the Center Director:

- 8.1.1. The Center Director shall be the administrative head of the 9-1-1 Center and will be responsible for handling administration and personnel matters within the framework of City regulations and personnel policies.
- 8.1.2. The Center Director shall be responsible for following operational policies and dispatch protocols established by each served agency, as approved by the 9-1-1 Council.
- 8.1.3. The Director will annually prepare a proposed department budget and present it to the 9-1-1 Council for comment. The Director will then present the proposed budget and any 9-1-1 Council comment to the Executive Board no later than February 15th of each year for the upcoming fiscal year beginning July 1st.
- 8.1.4. The Center Director will be responsible for managing the 9-1-1 Center within the approved annual budget, following all applicable City requirements, policies and procedures.
- 8.1.5. The Center Director will work closely with staff regarding equipment, training, and other issues for which 9-1-1 funds can be utilized to maintain the best available technology and training to best serve citizens.
- 8.1.6. The Center Director will be responsible for all activities of the 9-1-1 Center, including but not limited to oversight of call taking, dispatching, records (custodian), recording, staffing, training, and security.

- 8.1.7. The Center Director shall establish and utilize performance standards for employees. The Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.
- 8.1.8. The Center Director shall review and evaluate proposals from User Groups for changes to service levels, performance standards, and/or operational procedures. The Director will prepare a written report on such proposals to include, at a minimum, implementation costs, benefits and liabilities, and will provide a recommendation. Such reports and recommendations will be forwarded to the 9-1-1 Council for review. Final decisions will be made by the 9-1-1 Council on all changes in service levels, performance standards and operational procedures, contingent upon available funding for implementation. However, in order to meet the need for procedural changes in a dynamic deployment situation, the Director will be given authority to alter the procedures during critical circumstances.
- 8.1.9. The Center Director will participate in a non-voting capacity in meetings of the 9-1-1 Council. Should it be necessary for the Center Director to miss a meeting, he/she will have a designee present.
- 8.1.10. The Center Director will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated yearly. This plan will be presented to the 9-1-1 Council on a yearly basis at a date and time determined by the 9-1-1 Council. Each year the 9-1-1 Council and Director will reach consensus on the plan, and the 9-1-1 Council will take action to adopt the plan.

9. FUNDING:

- 9.1. The 9-1-1 Center may receive funding from 9-1-1 fees, grants, and/or taxes and other sources. All such funds received shall be credited against the financial obligations of the Parties and utilized solely for the operation, repair, maintenance, and administration of the 9-1-1 Center, subject to review during adoption of the annual budget and adjustment or amendment thereto.
- 9.2. The amount to be paid by the City and County for 9-1-1 Center operations shall be determined in accordance with this Agreement and submitted to each no later than March 1st of each year, subject to final approval by the City Council and Board of Commissioners in their annual budgets.
- 9.3. The funding for operations of the 9-1-1 Center sought annually from the County shall be based on the population percentage attributed to the County. In addition, the County shall

increase its contribution in an amount equal to the funding the County annually receives from Hope Mills and Spring Lake for dispatch services. Provided, however, that the County's contribution for Spring Lake and Hope Mills will not be lower than that received by the County during the 2018 fiscal year.

- 9.3.1. On an annual basis, the Center Director shall determine the population percentage for both the City and County and present same to the Executive Board for concurrence. It shall be at the discretion of the Executive Board to change the City and County population percentages for contributions.
- 9.3.2. After three years of operations as a consolidated 9-1-1 Center, the Executive Board shall review the operational cost allocation method, with input from the Center Director.
- 9.4. Any revenue not expended during the fiscal year shall be retained in a special fund and will be available for appropriation in subsequent years. Any fund balance appropriated will be used in calculating the net operational funding to be sought from the County.
- 9.5. In the event expenditures in any fiscal year exceed budgeted funding for the 9-1-1 Center, the City may seek a supplemental funding allocation from the County based on the determined population percentage for that overage, subject to appropriation by the Parties.
- 9.6. The County will not reduce 9-1-1 operational funding, excluding capital funding, until such time as all transitional issues have been addressed and the existing City and County 9-1-1 Centers have been consolidated into a single facility and is fully operational as per North Carolina 911 Board timelines and milestones established in the grant award contract.
- 9.7. The City will provide the land necessary to support the construction of the 9-1-1 Center at the agreed upon location, which is currently on property owned by the City and located off of Fields Road, the value of which will be a credit to the City's capital contribution to the 9-1-1 Center development.
- 9.8. Upon request, the County will transfer operational equipment currently utilized by its PSAP operations at no cost.
- 9.9. The County shall contribute 40 percent of the Center Capital Costs provided that:
 - 9.9.1. The County's capital contribution shall be made as a reimbursement payment to the City of the County's pro-rata share of the actual debt service paid annually by the City over the life of the financing and will be due within 30 days of any payment made by the City,

9.9.2. The Center Capital Costs as used herein shall exclude any costs paid by grants, other agencies, or otherwise not incurred by the City, or incurred for other City or County functions not required for operation of the 9-1-1 Center, and,

9.9.3. The capital budget for the 9-1-1 Center's initial development is approved by the City Council and County Commission.

9.10. The County shall fund all capital costs related to the County Emergency Management portion of the facility, based on the square footage allocated specifically for Emergency Management operations.

9.11. After official consolidation of the PSAPs, the County shall contribute to future capital costs associated with the operation of the 9-1-1 Center, based on population percentage, provided that such costs are approved during the annual budget approval process established herein.

10. EQUIPMENT:

Equipment and furnishings for the 9-1-1 Center shall be purchased in the City's name and be the property of the City.

The purchase and maintenance of all equipment necessary to receive radio calls, radio transmissions, and data at the locations (or vehicles) of participating jurisdictions will be the responsibility of the jurisdictions. The Parties may engage in cooperative purchasing activities, including but not limited to, use of North Carolina State Contracts.

11. DURATION OF AGREEMENT – TERMINATION:

This agreement may be terminated, without further obligation on either Party, up to June 30, 2018, should any of the following occur:

- A North Carolina 911 Board grant is deemed insufficient by the Parties, or
- The City fails to execute the agreements required to accept grant funding.

The initial duration of this Agreement shall be for a period of ten (10) years from the date hereof, and thereafter shall be automatically extended for consecutive two (2) year periods unless terminated by the Parties. In the event that any Party desires to terminate this Agreement, said Party must give 12 months' advance written notice to the other Parties, and the withdrawal shall take effect only as of the beginning of the succeeding fiscal year, unless otherwise agreed between the Parties. (By way of example and not in limitation, if notice is delivered later than the end of business June 30th of a given year, the Agreement shall continue until the end of the following fiscal year. Notice delivered June 30, 2021, equals withdrawal June 30, 2022. Notice given July 1, 2020, or later, equals withdrawal June 30, 2022.)

- 11.1. City Termination: The City will be required to transfer all assets, including real property, utilized to operate the 9-1-1 Center and all employees will become employees of the County. The City will not be eligible for state 9-1-1 funding should it choose to establish a separate PSAP.
- 11.2. County Termination: The County will not be entitled to any assets or personnel from the 9-1-1 Center and will not be eligible for state 9-1-1 funding should it choose to establish a separate PSAP. The County's obligation to pay Center Capital Costs as provided in Article 9.9 shall survive termination.

12. OPERATIONAL PERFORMANCE STANDARDS:

Consistent with Article 1.7 and 1.8 hereof, within two years of consolidation, the 9-1-1 Center will meet NFPA 1221 and/or ISO standards and attain and sustain the following: IAED accreditations and CALEA Public Safety Communications accreditations.

- 12.1. Reporting: Commencing 12 months after the opening of the 9-1-1 Center and at least quarterly thereafter, the Center Director shall submit a performance report to the Executive Board and 9-1-1 Council describing the status of the 9-1-1 Center and reporting the following at a minimum:
 - 12.1.1. The status of IAED and CALEA accreditations, and adherence to NFPA 1221 standards.
 - 12.1.2. Performance Metrics for calls including, but not limited to, the items below. Annually, the 9-1-1 Center shall advise the Executive Board and 9-1-1 Council of the latest standards for performance metrics in alignment with the most stringent industry standards from NFPA and IAED, and other sources as necessary.
 - 12.1.2.1. ECaTS (Call answer time) in alignment with most recent version of NFPA 1221 (As of the signed date of this Agreement, 95% of calls on emergency lines answered within 15 secs)
 - 12.1.2.2. Abandoned calls presented to the 9-1-1 Center (Max. 12%)
 - 12.1.2.3. Call processing times for Medical / Fire, in alignment with most recent version of NFPA 1221 (As of the signed date of this Agreement, 90% of call processing for EMD calls within 90 secs and 90% of call processing for EFD calls within 64 secs)
 - 12.1.2.4. Quality Assurance Scores for each served agency, in alignment with requirements from IAED (Min. 95% compliance)
- 12.2. Minimum Performance Standards: The 9-1-1 Center shall Breach Operational Performance Standards should any of the following occur:

- 12.2.1. The failure to obtain or sustain IAED or CALEA accreditations, or meet NFPA 1221 standards; or
- 12.2.2. The rolling 12-month average for any Performance Metric falls below those established annually, the most current of which are noted in Paragraph 12.1.2.
- 12.3. Breach Operational Performance Standards: The following provisions shall apply to any Breach as defined in Article 12.2:
 - 12.3.1. Required Actions: The Center Director shall submit a Performance Recovery Plan to the 9-1-1 Council for review within 45 days. The 9-1-1 Council shall have 30 days to review that plan and make a recommendation to the Executive Board regarding the acceptance, amendment, or rejection of that Plan. Upon approval, the Executive Board shall manage its implementation through the Center Director and 9-1-1 Council as appropriate.
 - 12.3.2. Timing: If a Breach is not cured within 24 months, the remedies outlined in the next Paragraph shall become active. The 9-1-1 Council may, by a three-fourths supermajority vote of all voting members, extend this cure period by up to an additional 12 months.
 - 12.3.3. Remedy: The Party without operational control at the time of the Breach shall have the following alternatives in seeking to remedy the Breach:
 - 12.3.3.1. Propose and reach agreement on an alternate Performance Recovery Plan including clear deadlines from implementation and cure of the Breach; or,
 - 12.3.3.2. Waive the Breach, and establish new performance standards.
- 12.4. Either Party shall have the right to audit all information and systems related to the 9-1-1 Center's performance under this Article 12 at its cost. A failure to reasonably cooperate with such an audit or an audit finding that 9-1-1 Center performance information was knowingly falsified will be a material breach of this agreement.

13. PERSONNEL:

The Parties recognize the importance of ensuring the successful transition of employees to the new operational framework and agree to work cooperatively to ensure that transitioned employees remain as whole as possible. The Center Director will prepare a transition plan for presentation to the 9-1-1 Council who will make a recommendation to the Executive Board who must agree on the final transition plan.

That plan will provide the following at a minimum:

- 13.1. That all County PSAP employees in good standing at the time of transition will be offered a position in the 9-1-1 Center.
- 13.2. That the position will be commensurate with the employee's skills and experience.
- 13.3. That transitioned employees will be grandfathered into the compensation system applicable to them at the time of transition and have the right to remain in that system unless they choose to leave that grandfather status in order to move to a compensation system established by the City.
- 13.4. That any accumulated vacation, or sick time will be transitioned hour for hour.

14. ADDITIONAL SERVED JURISDICTIONS:

The City may, at its option, enter into agreements to provide PSAP services to other jurisdictions under terms and conditions that they define. Provided, however, that such agreements shall not impair any of the County's rights under this agreement. By way of example, without limitation, the composition or responsibilities of the Board may not be changed except by written addendum to this Agreement and the County's remedies on breach under Article 12 shall be specifically reserved in any such agreement.

15. MEDIATION:

Any controversy with regard to the application or interpretation of this Agreement shall be submitted to the Executive Board for resolution. Any unresolved issue may be submitted for mediation. Upon failure of mediation, each Party reserves all rights and remedies otherwise available under North Carolina law.

16. RESPONSIBILITY FOR LOSS:

Each participating jurisdiction agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists.

17. SEVERABILITY:

Should any part of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending article shall be void and of no effect, and shall not render any other article herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

18. EXECUTION:

This Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement, or any amendment thereto, shall be deemed adopted upon the date of execution by the last so authorized representative.

19. SIGNATURES:

Each Party to this Agreement shall sign a signature page to constitute valid execution.

20. ENTIRE AGREEMENT:

This document encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless made in writing and signed by all members.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

PAMELA J. MEGILL, City Clerk

CUMBERLAND COUNTY

LARRY L. LANCASTER, Chairman

ATTEST:

CANDICE WHITE,
Clerk to the Board of Commissioners