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 COMMUNICATION SERVICES WITHIN CALDWELL COUNTY, AND THE CITY OF LENOIR

THIS AGREEMENT made and entered into the ___ day of _____, _____, by and among**, CALDWELL COUNTY**, a body politic and corporation of the State of North Carolina, hereinafter referred to as **"CALDWELL,"** and the **CITY OF LENOIR,** hereinafter referred to as **"LENOIR,"** being a municipal corporation of the State of North Carolina, and

WITNESSETH:

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

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

WHEREAS, each party to this Agreement acknowledges their understanding of the duties and responsibilities that result or may result from being a party to this **AGREEMENT;** and,

WHEREAS, the Caldwell County Board of Commissioners and City Council of Lenoir desire to establish a joint service 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 two communications centers operating independently as call answering locations to serve **CALDWELL** and **LENOIR.**

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

A. **Purpose.** The purpose of this Agreement is to establish a joint agency pursuant to North Carolina General Statute 160A-464 among **CALDWELL,** and **LENOIR** to provide and maintain a consolidated public safety communications system located on property owned by Caldwell County adjacent to the Caldwell County Sheriff's Office, Health and Human Services Building, and Animal Care Facility.

   This facility shall serve all of **CALDWELL,** and **LENOIR.** This system will promote the delivery of public safety services to the residents and taxpayers **CALDWELL,** and **LENOIR** in furtherance of the public health, safety, and general welfare of all Caldwell County residents.

B. **Duration of Agreement.** This Agreement shall become effective upon execution by all

parties hereto, and shall last for a period of (5) five years, and shall automatically renew from year to year until one of the parties gives notice of withdrawal as specified in Section M.

C. Name of Joint Agency. The name of the joint agency established by this memorandum of understanding shall be **Caldwell Joint Emergency Communications Center or JECC.**

D. Organizational Objectives. The organizational objectives of the consolidated public safety communications system established under this 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 directions 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, Animal Care Enforcement, Homeland Security, Public Works and Utilities,
3. To maintain an operational emergency center 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 for recommendations related to the oversight and management of the system and a consolidated communication center by creating a Communications Advisory Board representing the participating entities and agencies,
7. To facilitate coordination and responsiveness to the field response agencies by creating such other user advisory committees as needed and,
8. To provide a mechanism for the addition or withdrawal of parties to this interlocal agreement and,
9. To establish a credentialed program and provide adequate training for future generations of emergency dispatchers and responders.

E. Communications Advisory Board (CAB). The CAB shall consist of the following representatives:

- Caldwell County Sheriff or designee
- Lenoir Chief of Police or designee
- Caldwell County Fire Association designee
- Caldwell County Emergency Services designee
- North Carolina Emergency Management designee
- NC VIPER representative designee

The CAB shall name a Chairman from among its members, and they shall commission, develop, and present by-laws to the Caldwell County Board of Commissioners, and the

City of Lenoir for their review and approval. The CAB shall review and recommend standard operating procedures to Caldwell County staff.

F. **Equipment.** Public Safety communication equipment that will be installed in the new Caldwell Joint Emergency Communications Center and maintained by **CALDWELL**. **CALDWELL** will be responsible for maintaining the consoles and equipment in the Communications Center. **CALDWELL** shall retain ownership and future maintenance of emergency communication towers.

G. **Personnel.** All employees located at the Caldwell Joint Emergency Communications Center shall be employees of **CALDWELL** subject to its administrative, personnel and legal requirements and managed and supervised by the E911 Communications Director. Current employees of **LENOIR** engaged in in public safety communication positions because of their experience and training are encouraged to apply for open positions with Caldwell Joint Emergency Communications Center and if accepted for employment will be hired as new **CALDWELL** employees in accordance with **CALDWELL** personnel policies and employee transitional agreement in place at the time of their hire with Caldwell Joint Communications Center.

H. **Funding** Caldwell Joint Emergency Communications Center is intended to be financed by funds from Caldwell County, the City of Lenoir, grant funding from NCDIT 911 Board, and direct appropriations from the North Carolina General Assembly. Starting with the Operational Date, all 911 fees, grants, and operational funds, as established by the funding formula from the participants will be budgeted in accordance with prevailing state 911 rules and Caldwell County budget policy. The **Operational Date** is planned to coincide with the 2025-2026 Fiscal Year beginning July 1, 2025, however, in the event the initiation operations for the JECC are delayed beyond such date, the **Operational Date** shall be the date that the JECC is open for operations.

LENOIR shall appropriate funds to the annual costs of maintenance, operation, repair and capital costs of Caldwell Joint Emergency Communications Center, in a reverse grant beginning the first Operational Date. **LENOIR** will contribute over five fiscal years, beginning at $771,000 in the first year. $620,000, the second year, $465,000, the third year, $310,000 the fourth year, and $155,000 after the fifth year. Hereafter their financial obligation shall end.

I. **Budget Process and Finances.** The Communications Director shall develop the annual operating budget for Caldwell Joint Emergency Communications Center on a fiscal year basis beginning on the first day of July and ending on the thirtieth day of June, in the accordance with policies established by the Caldwell County Finance Office. The Director shall submit the proposed budget to the **CAB** on or before March 15th of each year for their review and response: approval or disapproval.

J. **Amendments.** This Agreement may be amended in writing by approval of **CALDWELL, AND LENOIR.**

K. **Existing Equipment.** Public Safety communications equipment, software, and supplies used by **LENOIR,** are no longer to be used by **LENOIR** after the date Caldwell Joint Emergency Communications Center becomes operational, shall be transferred by LENOIR to Caldwell Joint Emergency Communications Center.

L. **Withdrawal of a Party.** A participating governmental entity may withdraw from this agreement at the end of a fiscal year by giving a 12-month written notice of withdrawal by the party's Manager prior to July 1st of the fiscal year on with withdrawal is to be effective. Such written notice is to be delivered to the Caldwell County Manager and the Caldwell Emergency Communications Director. The withdrawal will become effective no sooner than 12 months after said notice is delivered. **The withdrawing party agrees to pay all cost associated with any Repayment of 911 Communications Consolidation Grant Funds that may be due to the State upon dissolution of this consolidation and continue to make all payments required by this Agreement until the effective date of such withdrawal. All Equipment and real property shall be retained by Caldwell County.**

M. **Effective Date.** This Agreement shall become effective upon execution by all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF LENOIR, NORTH CAROLINA

By: _____
Joseph L. Gibbons, Mayor

(SEAL)
Attest:

By: _____
Shirley M. Cannon, City Clerk

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Donna Bean, Finance Officer
City of Lenoir, NC

COUNTY OF CALDWELL, NORTH CAROLINA

By: _____
Randy Church, Board Chair

(SEAL)
Attest:

By: _____
Abby Rich, Clerk to the Board

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Anthony Helton, Chief Finance Officer
County of Caldwell, NC