CALDWELL COUNTY
EMERGENCY SERVICES
P.O. Box 2200 • Lenoir, NC 28645
Ronald Rombs, Communications Director

"A Legacy of Service and Dedication"

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

PSAP MUTUAL AID AGREEMENT

1. PURPOSE OF MUTUAL AID AGREEMENT

Caldwell County recognizes there may be times when their Primary Public Safety Answering Point (PSAP), as well as their Backup PSAP, located in Lenoir Police Department, becomes incapacitated. The purpose of this document is to establish a temporary, short-term Mutual Aid Agreement whereby, in the event of a Primary and Backup PSAP failure, Caldwell County's 911 calls will be transferred to the following county(ies), subject to the terms of this Mutual Aid Agreement:

1) Burke County,
2) Catawba County,
3) Pasquotank County.

The preferred methods of communication between Caldwell County Communications and Assisting PSAP will be:

1) Statewide VIPER 800 channel
2) Telephone
3) DCIN Message.

2. RESPONSIBILITY OF CALDWELL COUNTY PSAP

2.1 Caldwell County understands that each party's foremost responsibility is to its own citizens.

2.2 Caldwell County will be responsible for obtaining radio resources for the duration of the event.

2.3 Should Caldwell County's Primary PSAP remain incapacitated for longer than 24 hours, the respective PSAP Managers will discuss compensation for any upstaffing needed to assist with the additional workload.

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2.4 Caldwell County Communications will request any necessary documentation to include recordings from the Assisting PSAP Manager during Caldwell County Communications failure.

2.5 Caldwell County Communications agrees to give the Assisting PSAP Manager as much advance notice as practicable under the then existing circumstances of its need for 911 Calls to be answered and information relayed.

3. RESPONSIBILITIES OF ASSISTING COUNTY PSAP

3.1 The Assisting PSAP agrees to maintain its 911 Center facility operationally functional and up to date as possible.

3.2 The Assisting PSAP agrees to capture all telephone traffic associated with Pasquotank-Camden Central Communications during a Pasquotank-Camden Central Communications failure and share any requested recordings as time allows.

3.3 The Assisting PSAP agrees to process all Caldwell County Communications telephone calls during a catastrophic failure until which time Caldwell County Communications can resume operations.

All parties also covenant and agree to the following:

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.

2. Modification. This Agreement shall only be modified, amended or supplemented, by a written instrument signed by both parties to this Agreement.

3. Term and Termination. This Agreement is in effect perpetually, unless replaced by future edition. Any party may cancel its participation by providing written notice addressed to the respective County Manager and PSAP Manager, delivered by registered or certified mail.

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4. Non-Discrimination. Neither party hereto shall discriminate based on race, religion, creed, color, gender or national origin.

5. Other Agreements:

   a. Nothing herein shall prevent either party to this Agreement from entering into other agreements with other counties or local governmental entities in relation to the same subject matter herein.

   b. This Agreement is not intended to impact or change the provision of any existing Backup Center plan.

   c. This Agreement shall not be construed to impose an unconditional obligation on any party to the Agreement.

   d. This Agreement is in effect perpetually, unless replaced by future edition.

   e. Each PSAP will be responsible for its own expenses incurred while traveling. and reimbursement of expendable resources may be required.

The County of Caldwell hereby adopts the PSAP Mutual Aid Agreement as of _____.

Attest:

_____ _____

Chairperson, Caldwell County Board of Commissioners Clerk to the Board of Commissioners

The County of Caldwell hereby adopts the PSAP Mutual Aid Agreement as of _____.

Attest:

_____ _____

Chairperson, Pasquotank Board of Commissioners Clerk to the Board of Commissioners