INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY AND THE CITY OF LINCOLNTON FOR COMMUNICATIONS AND DISPATCHING SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this the ___ day of _____, 2024 by and between **Lincoln County**, a North Carolina body corporate and politic (the "County") and the **City of Lincolnton**, a North Carolina municipal corporation (the "City");

W I T N E S S E T H

WHEREAS, pursuant to the Interlocal Cooperation Act, as codified in N.C.G.S. §160A-460 through §160A-466, the County and the City may jointly exercise any function for which they have been granted the power to exercise alone, or to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and furthermore to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the County and City, as governments, are authorized to enter into intergovernmental agreements pursuant to North Carolina law; and

WHEREAS, the County is authorized to make and enter into contracts with municipalities within its boundaries, and the City is located within the boundaries of the County; and

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, to enter into this Agreement for the provision communications and dispatching services for all City first responders, including the Lincolnton Police Department (the "LPD") and the Lincolnton Fire Department ("LFD"); and

WHEREAS, the County has an established and operates the Lincoln County Communications Center (the "LCCC") which currently dispatches and handles all emergency communications for the County, the City, all fire departments within the jurisdiction of Lincoln County, and the Lincoln County Sheriff's Office; and

WHEREAS, the County and the City, by and through their governing boards, believe that it is in the best interest of its citizens to continue the centralization of dispatching all emergency calls at the LCCC, and the County has indicated its willingness to continue with this responsibility.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and City as follows:

1. **General Services Provided**. The County shall provide emergency dispatching and communications services for the City, including both LPD and LFD and any other matter for which dispatch is requested. The Services provide shall include the following tasks:

(A) Receive all alarms as transmitted by telephone or radio;

(B) Maintenance of listings for all streets, blocks, special hazards, and other information as supplied by the City and/or the County's Tax Department;

(C) Maintenance of all listings for emergency response as prepared by the City and the County collectively;

(D) Maintenance of and training on all appropriate guidelines for emergency communications and dispatching as required under State law;

(E) Dispatching of LFD apparatus to both emergency and non-emergency incidents pursuant to the guidelines stated herein, including but not limited to activation of tone alerting systems;

(F) Providing on-the-air communications for the City, LFD and LPD as required to carry out their essential functions (not including any City utilities);

(G) Maintenance of basic response information for each incident including, but not limited to: (1) time of alarm, (2) time of dispatching, (3) time of response, (4) time of arrival, (5) time that incident is declared under control, and (6) all other pertinent information as agreed upon from time to time between the City and the County.

2. **After-Hours Services.** The County, through the LCCC, shall assist LPD by answering all DCI messages directed to LPD that are alt-routed to the LCCC during the hours of 05:00 P.M. to 08:30 A.M. Monday through Friday, all holidays and all weekends ("After Hours"). These After Hour services shall include, but is not limited to, hit confirmation requests, administrative messages and BOLOs.

During those After Hours, the LPD may send confirmation requests to the LCCC, and the LCCC will then notify the requesting LPD officer that a confirmation request has been received and that a response is pending. The LCCC will work diligently to assist LPD in a timely manner.

3. **Annual DCI Agreement.** The LCCC and the LPD shall enter into a DCI Servicing Agreement pursuant to State requirements, and annual auditing requirements. The standard agreement required to be entered into annually is attached hereto as Exhibit A.

4. **Payment for Services**. The City shall annually pay the County, on the 1st day of July of each year, the amounts set forward herein for all services provided hereunder. Beginning with Fiscal Year 2025, the City shall pay the County in the amount of Fifty-Five Thousand and 00/100 Dollars ($55,000.00) and said amount shall increase annually at a rate of Two and One-Half Percent (2.5%).

5. **Payment for PSAP User License.** The City shall be responsible for the payment of the license costs for all user licenses being used by the LPD. This payment shall be paid directly to the vendor providing the services, unless the County is billed directly for all license agreements then the City shall be responsible for reimbursement to the County for payment of those license fees.

6. **Term of Agreement**. This Agreement shall be for a term of five (5) years ending on June 30, 2029, and shall automatically renew on an annual basis thereafter unless one party provides written notice of termination at least ninety (90) days before the automatic renewal of the Agreement.

7. **Miscellaneous Terms.**

(A) Amendment to Agreement. Any amendments to this Agreement shall be effective only when reduced to writing and adopted in the same manner as this contract is required to be adopted.

(B) Notice. All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepared, to the following entities:

The City:
City of Lincolnton
Attn: City Manager
114 Sycamore Street
Lincolnton, NC 28092

The County:
Lincoln County
Attn: County Manager
P.O. Box 738
Lincolnton, NC 28093

(C) Entire Agreement. This Agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein and covered hereby.

(D) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

(E) Mutual Negotiation. Both the County and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been

drafted by respective counsel for both the County and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

(F) Severability. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

(G) Dispute Resolution. In the event of a dispute arising from this Agreement, the parties agree to take the following actions as conditions precedent to any party hereto filing an action arising from the Agreement:

i. The Lincolnton City Manager and the Lincoln County Manager shall meet in an attempt to informally mediate the dispute.

ii. If said Managers are unable to successfully mediate said dispute, the Lincolnton Mayor and Lincolnton City Manager shall attempt to mediate the dispute with the Lincoln County Manager and the Chairman of the Lincoln County Board of Commissioners.

iii. If the parties, after taking the steps provided hereinabove, are unable to successfully mediate their dispute, then either party may file an action in the Lincoln County Superior Court for a determination of the parties' respective rights and liabilities therein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials, all by authority of resolution of the governing bodies of each of the taxing units duly adopted, this the day and year first above written.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

ATTEST:

(SEAL)

_____
Daphne Ingram, City Clerk

Approved as to form on behalf of the City of Lincolnton.

_____
John Friguglietti, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I _____, a Notary Public, do hereby certify that **Daphne Ingram** came before me this day and acknowledge that she is the City Clerk of the City of Lincolnton, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Lincolnton, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her, its City Clerk.

Witness my hand and official seal this _____ day of _____, 2024.

(SEAL)

_____
Notary Public
My Commission Expires: _____

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: _____
Cathy G. Davis
Chair of the Board of Commissioners

ATTEST:

(SEAL)

_____
Jennifer M. Farmer, County Clerk

Approved as to form on behalf of Lincoln County.

_____
Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I _____, a Notary Public, do hereby certify that **Jennifer M. Farmer** came before me this day and acknowledge that she is the County Clerk of Lincoln County, a North Carolina body corporate and politic, and that by authority duly given and as the act of the Board of Commissioners of Lincoln County, the foregoing instrument was signed in its name and by its Chair of the Board of Commissioners, sealed with its corporate seal and attested by her, its County Clerk.

Witness my hand and official seal this _____ day of _____, 2024.

(SEAL)

_____
Notary Public
My Commission Expires:

_____