

**STATE OF NORTH CAROLINA  
COUNTY OF McDOWELL**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this 11<sup>th</sup> day of April 2011 by and between the County of McDowell, a North Carolina Municipal Corporation, hereinafter referred to as "the County", and the City of Marion, a North Carolina Municipal Corporation, hereinafter referred to as "the City".

**WITNESSETH**

**WHEREAS**, McDowell County and the City of Marion are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement and the signatories hereto have been authorized to execute this document on behalf of the McDowell County Board of Commissioners and Marion City Council; and

**WHEREAS**, the City and County have discussed consolidation of dispatching in order to improve efficiency, enhance service and reduce costs; and

**WHEREAS**, the County is willing to provide law enforcement dispatching and after hours non-emergency dispatching for the City of Marion, with the combined dispatching operation taking place in the lower level of the City of Marion's Police Department building at 270 South Main Street, subject to the execution of an Agreement.

**NOW, THEREFORE**, the parties wish to reduce their agreement to writing and agree to the following:

1. The County and the City mutually agree that this Contract shall become effective at 12:00 a.m. on July 1, 2011 and it shall continue in effect until terminated by the consent of both parties, as discussed in more detail below.
2. The County agrees to assume all operational responsibility for law enforcement dispatching for the City's Police Department. The County, through its Emergency Management Department, shall exercise all law enforcement dispatching duties for the City. In addition, the County Emergency Management Department will continue to dispatch the McDowell County Emergency Medical Service, County Volunteer and Municipal Fire Departments in McDowell County, the McDowell County Rescue Squad and Emergency Management calls.
3. The County and the City mutually agree that the combined dispatching operation will be managed by McDowell County, with input provided through the appointment of a County 911 Advisory Committee, as detailed in a separate Memorandum of Understanding.

4. The County and the City mutually agree that the combined dispatching operation will be housed in the lower level of the City Police Department building at 270 South Main Street, unless a different location is agreed to by both parties.
5. The County further agrees to assume all operational responsibility for non-emergency calls and visits to the Police Department when Police Department personnel are unavailable. This responsibility shall include dispatching City water, wastewater and street crews as necessary and dispatching City personnel for non-emergency duties including, but not limited to, opening and closing the Marion Community Building and Depot.
6. The City agrees to pay the County for salary and benefits for two full time dispatchers. In calculating the costs to be paid by the City, the City shall not be required to pay more for salary and benefits for two positions than the County does for positions it directly funds, provided that the City will pay for periodic salary and benefit increases for the two positions for which it pays the County, as long as said increases are not greater than that provided to other dispatchers and other County employees.
7. The County shall send a quarterly billing statement to the City for dispatching services. Said statement shall itemize the salary and benefits for the two positions for which the City is charged. The City agrees to remit payment to County within 30 days of receipt.
8. As of the effective date of this agreement, the County agrees to hire three of the City's current four full-time dispatchers and will consider hiring the City's fourth full-time dispatcher, as long as said dispatchers meet the minimum qualifications set by the County. Any of the City's full-time dispatchers hired by the County will be paid no less than their City paid compensation, will receive the same benefits as other County employees, will have their sick leave balance transferred to the County and will have their years of service with the City considered as County service for purposes of calculating longevity pay, vacation leave, sick leave or other benefits.
9. The County agrees to cross train all dispatchers to handle fire, emergency medical service, rescue squad, emergency management and law enforcement calls and to require all dispatchers to obtain in a timely manner any certifications required to allow said personnel to handle fire, emergency medical service and law enforcement calls.
10. The City further agrees to provide space for the County Addressing Coordinator/Dispatching Supervisor and Emergency Management Director, to allow the public to have access to the Addressing Coordinator as needed on a daily basis and to allow a City/County Emergency Operations Center to be established in the Police Department Training Room. It is acknowledged that the Training Room shall be used by the City at all times as it sees fit, except when needed for emergency situations, in which case it shall serve as a joint City/County Emergency Operations Center.
11. The County agrees to make physical improvements needed to the Police Department building to accommodate the dispatching operations, the space needed for the County

Addressing Coordinator/Dispatching Supervisor, Emergency Management Director and for the City/County Emergency Operations Center. All such improvements will be approved by the City prior to being made.

12. To the extent allowed utilizing 911 funds and subject to the availability of said funds, the County further agrees to reimburse the City for a proportionate share of all overhead expenses related to the dispatching operation, the space needed for the County Addressing Coordinator/Dispatching Supervisor and the Emergency Management Director. This proportionate share shall be based on the square footage of building used for County operations and on the number of telephone lines used for County operations. Items to be reimbursed proportionally include, but are not limited to utility (electrical, water, sewer and natural gas) costs, garbage collection expenses, document shredding expenses, telephone expenses, computer maintenance costs, cable television charges, Internet charges, property insurance, building maintenance and generator operations and maintenance costs.
13. To the extent allowed by 911 Fund guidelines, the County further agrees to reimburse the City for law enforcement dispatching software expenses previously incurred by the City, as well as for the remaining years on the pre-paid maintenance contract for said software.
14. The County agrees that a Committee shall be formed, with representation from the City, to provide input and make recommendations regarding the combined dispatching operation.
15. This Agreement may be modified by mutual, written agreement of the parties. Any termination of this Agreement must be made in writing and delivered no later than December 31 of any year prior to the July 1 effective date of the termination; however no termination may be made until this agreement has been in place at least two (2) years. This six month notice of termination must be sent via first class mail or facsimile to the following:

For County:

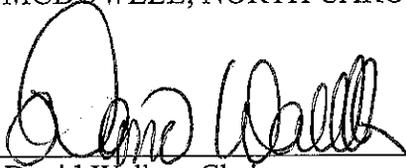
Charles Abernathy  
County Manager  
60 East Court Street  
Marion North Carolina 28752

For City:

Bob Boyette  
City Manager  
PO Drawer 700  
Marion, NC 28752

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

COUNTY OF MCDOWELL, NORTH CAROLINA

BY:   
David Walker, Chairman  
McDowell County Board of Commissioners

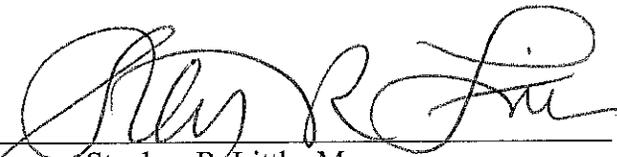
(SEAL)



ATTEST:

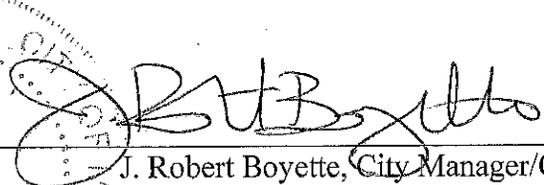
BY:   
Carrie Padgett, Clerk to the Board

CITY OF MARION, NORTH CAROLINA

BY:   
Stephen R. Little, Mayor

(SEAL)

ATTEST:

BY:   
J. Robert Boyette, City Manager/Clerk

