



MEMORANDUM

To: Mayor and Members of the City Council

From: Montre' Freeman, City Manager

Date: April 21, 2023

Re: Consideration – Renewal of Central Communications/Emergency Management Interlocal Agreements

BACKGROUND:

In July 1981, the City of Elizabeth City, Pasquotank County and Camden County adopted a joint resolution establishing the procedures for the establishment of a Central Communications system. During the January 30, 2012 Joint City/County meeting, the City of Elizabeth City and Pasquotank County agreed on an Interlocal Agreement for both Central Communications and Emergency Management with terms of ten years. Those agreements were sent to Camden County for execution; and after further negotiation with Pasquotank County, Camden agreed to the Interlocal Agreements with a modification in term to three years with a two-year automatic renewal.

With a decreased term, the City will have an opportunity to consistently evaluate the level and cost of services and will have the flexibility to make changes, if desired, in the future.

ANALYSIS:

County Manager Sparty Hammett and I have discussed renewal of these agreements; and concur that the existing terms are presently acceptable. The County Commissioners approved these agreements during their last meeting.

All Interlocal Agreements are required to have a set term. These agreements are for three years commencing July 1, 2023 and ending June 30, 2026. After the initial period, the agreements will automatically renew for successive two year periods. If the City wishes to withdraw, we must provide a 90-days' notice prior to the end of what would be the last year of the agreement.

STAFF RECOMMENDATION:

By motion, approve renewal of the Central Communications and Emergency Management Interlocal Agreements as presented herein; and direct staff to

forward them to Pasquotank County signed copies while awaiting their consultation with Camden County.

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT
FOR EMERGENCY MANAGEMENT
COORDINATION SERVICES**

PASQUOTANK COUNTY

This AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the CITY OF ELIZABETH CITY, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter called "CITY"), PASQUOTANK COUNTY and CAMDEN COUNTY, bodies politic and political subdivisions of the State of North Carolina (hereinafter called "PASQUOTANK" and "CAMDEN").

WITNESSETH

THAT, WHEREAS, North Carolina General Statute §166A-7 authorizes the forming of joint Emergency Management Agencies between two or more counties and one or more municipalities within the borders of those counties, and

WHEREAS, the CITY and PASQUOTANK and CAMDEN desire to contract for all coordination services as related to Emergency Management; and

WHEREAS, PASQUOTANK, through the Department of Pasquotank-Camden Emergency Management Department, is willing and able to furnish such services on a mutually agreeable cost sharing plan; and

WHEREAS, PASQUOTANK is currently providing these services pursuant to a jointly adopted PASQUOTANK, CAMDEN, CITY Interlocal Agreement for Emergency Management Coordination Services.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1) TERM AND RENEWAL OF THE AGREEMENT

- a) The initial term of this Agreement shall be for three years commencing July 1, 2023 and ending on June 30, 2026, unless sooner terminated as provided herein.
- b) Following completion of the initial three-year term, this Agreement shall automatically be renewed for two years, unless CITY and/or CAMDEN notify PASQUOTANK of its intention to withdraw. Such notice shall be in writing, mailed or delivered to PASQUOTANK no later than ninety (90) days prior to July 1 of the then current year and the withdrawal shall become effective June 30 of the year following the current year, unless otherwise agreed to by PASQUOTANK, CAMDEN and CITY.

2) MANAGEMENT

- a) The Emergency Management Department shall be directly managed and operated by Pasquotank County with budget development and funding provided by both counties and the city.

3) PASQUOTANK-CAMDEN-ELIZABETH CITY CONTROL GROUP

- a) Purpose – The purpose of the PASQUOTANK, CAMDEN, CITY Control Group, during times of emergencies, is to make timely decisions on urgent matters related to an emergency or disaster situation. They have active presence in the Emergency Operations Center. The Control Group, for purposes of this Interlocal Agreement, is to establish clear communications and consistent coordination regarding emergency management services.
- b) Membership - The Control Group shall consist of the same members as identified in the Pasquotank-Camden-Elizabeth City Multi-Hazard Operations Plan, as follows:
 - (1) Pasquotank County Commission Chairman (representing all Commissioners)
 - (2) Camden County Commission Chairman (representing all Commissioners)
 - (3) Mayor of Elizabeth City (representing all Council members)
 - (4) Pasquotank County Manager
 - (5) Camden County Manager
 - (6) City Manager of Elizabeth City
 - (7) Emergency Management Coordinator

4) FINANCIAL/BUDGET

- a) The Pasquotank County Manager, in conjunction with the Control Group, shall prepare a proposed budget each year that identifies Pasquotank-Camden Emergency Management expenses and revenue for the upcoming year. The proposed budget shall be presented to the Elizabeth City Manager and the Camden County Manager no later than April 1 of each year.
- b) Each respective governing body shall approve the budget for Pasquotank-Camden Emergency Management by June 1 of each year. Should a governing body fail to approve the budget by June 1 of a particular year, the County Managers, City Manager, Chairmen and Mayor shall meet within seven (7) days to address any outstanding issues.
- c) The three governmental bodies hereby agree to the following formula for financing the operations of the department:

Pasquotank County 47%
Elizabeth City 32%
Camden County 21%

The amount paid shall be net of revenues, which may be received for the operation of the System.

- d) CITY and CAMDEN shall be billed for their portion of the operating expenses on a quarterly basis.

5) INSURANCE

All parties shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

- a) Comprehensive general liability, including but not limited to premises, personal injuries, products and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- b) Comprehensive automobile liability, including but not limited to property damage, bodily injury and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
- c) Workers' Compensation covering statutory requirements of the State of North Carolina and Employer's Liability of not less than \$100,000 per occurrence.

6) NOTICES

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as follows:

County Manager
Pasquotank County
Pasquotank County Courthouse-2nd floor
P. O. Box 39
Elizabeth City, NC 27907

County Manager
Camden County
330 E. Hwy 158
P.O. Box 190
Camden, NC 27921

City Manager
City of Elizabeth City
H. Rick Gardner Municipal Administration Building – 2nd floor
P. O. Box 347
Elizabeth City, NC 27907

7) GENERAL PROVISIONS

- a) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- b) Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.

- c) Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- d) Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.
- e) Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- f) Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of North Carolina.
- g) Construction of Agreement. The parties agree that each party has fully participated in their review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- h) Counterparts. This Agreement may be executed in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- i) Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties as of the effective date hereof.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, Pasquotank County and each of the Agencies have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

PASQUOTANK COUNTY

By: Charles Jordan
Charles Jordan, Chairman
Board of County Commissioners

Attest: Lynn B. Scott
Lynn B. Scott, Clerk to the Board

SEAL



APPROVED AS TO FORM:

By: R. Michael Cox
R. Michael Cox, County Attorney

CAMDEN COUNTY

By: _____ Date: _____
Tiffany White, Chair
Board of County Commissioners

Attest: _____ SEAL
Karen Davis, Clerk to the Board

APPROVED AS TO FORM:

By: _____
John S. Morrison, County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____ Date: _____
Stephanie Jackson, Finance Officer

CITY OF ELIZABETH CITY

By: _____ Date: _____
E. Kirk Rivers, Mayor Time: _____

Attest: _____ SEAL
April Onley, City Clerk

APPROVED AS TO FORM:

By: _____
William H. Morgan, Jr., City Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____ Date: _____
Alicia Steward, Finance Director Time: _____

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT
FOR CENTRAL COMMUNICATIONS**

PASQUOTANK COUNTY

This AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the CITY OF ELIZABETH CITY, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter called "CITY"), PASQUOTANK COUNTY and CAMDEN COUNTY, bodies politic and political subdivisions of the State of North Carolina (hereinafter called "PASQUOTANK" and "CAMDEN").

WITNESSETH

THAT, WHEREAS, North Carolina General Statute §160A-460, et. seq. provides that any two or more units of local government may cooperate in public safety communications and emergency 9-1-1 dispatch systems, hereinafter "System"; and

WHEREAS, the CITY and PASQUOTANK and CAMDEN desire to contract for all necessary 9-1-1 communications and dispatch services for police, fire, and other emergency services; and

WHEREAS, PASQUOTANK, through its Department of Central Communications, is willing and able to furnish such services on a mutually agreeable cost sharing plan; and

WHEREAS, PASQUOTANK has previously provided these services pursuant to an Interlocal Agreement by and between PASQUOTANK, CAMDEN and CITY; and

WHEREAS, a Central Communications Advisory Board as provided herein has been created to assist in the operation of the System.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1) TERM AND RENEWAL OF THE AGREEMENT

- a) The initial term of this Agreement shall be for three years commencing July 1, 2023 and ending on June 30, 2026.
- b) Following completion of the initial three-year term, this Agreement shall automatically be renewed for two years, unless CITY and/or CAMDEN notify PASQUOTANK of its intention to withdraw. Such notice shall be in writing, mailed or delivered to PASQUOTANK no later than ninety (90) days prior to July 1 of the then current year and the withdrawal shall become effective June 30 of the year following the current year, unless otherwise agreed to by PASQUOTANK, CAMDEN and CITY.

2) MANAGEMENT

- a) The Central Communications Department shall be directly managed and operated by Pasquotank County with budget development and funding provided by both counties and the City.

3) FORMATION OF CENTRAL COMMUNICATIONS ADVISORY BOARD

- a) PASQUOTANK, CAMDEN and CITY have agreed to the formation of the Central Communications Advisory Board to assist in formulation of policies and operational processes governing the joint emergency communications and dispatch services. It is understood that the Central Communications Advisory Board serves in an advisory capacity to the governing boards of PASQUOTANK, CAMDEN and CITY.
- b) The intended purpose of the Central Communications Advisory Board is to provide the primary users of the System the means to participate in the generation of policy direction on appropriate matters pertaining to fiscal, operational, service level, equipment, and facilities matters relating to the System. It is agreed that the terms of reference for the Central Communication Advisory Board shall be as noted in paragraph 4 below.

4) CENTRAL COMMUNICATIONS ADVISORY BOARD

- a) Purpose – The purpose of the Central Communications Advisory Board is to establish an effective method of communication between the System users and PASQUOTANK. Inherent in the approach is the understanding that the formal structure will enable PASQUOTANK to work with representatives of the user agencies to achieve clear policy direction and consistent coordination regarding emergency dispatch services.
- b) Membership - The Central Communications Advisory Board shall serve at the pleasure of his or her appointment authority and consist of six members and three ex-officio members as follows:
 - 1. Three (3) members appointed by the Pasquotank County Board of Commissioners
 - 2. Two (2) members appointed by the Elizabeth City Council
 - 3. One (1) member appointed by the Camden County Board of Commissioners
 - 4. Manager, Pasquotank County (ex-officio, non-voting)
 - 5. Manager, Camden County (ex-officio, non-voting)
 - 6. Manager, City of Elizabeth City (ex-officio, non-voting)

5) FINANCIAL/BUDGET

- a) The Pasquotank County Manager, in conjunction with the Central Communications Advisory Board, shall prepare a proposed budget each year that identifies Central Communications expenses and revenue for the upcoming year.

The proposed budget shall be presented to the Elizabeth City Manager and the Camden County Manager no later than April 1 of each year.

- b) Each respective governing body shall take official action on the proposed budget for Central Communications by June 1 of each year. Should a governing body fail to approve the budget by June 1 of a particular year, the County Managers, City Manager, Chairmen and Mayor shall meet within seven (7) days to address any outstanding issues.
- c) The three governmental bodies hereby agree to the following formula for financing the operations of the department:

Pasquotank County 47%
Elizabeth City 32%
Camden County 21%

The amount paid shall be net of revenues, which may be received for the operation of the System.

- d) CITY and CAMDEN shall be billed for their portion of the operating expenses on a quarterly basis.

6) INSURANCE

All parties shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

- a) Comprehensive general liability, including but not limited to premises, personal injuries, products and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- b) Comprehensive automobile liability, including but not limited to property damage, bodily injury and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
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County Manager
Camden County
330 E. Hwy 158
P.O. Box 190
Camden, NC 27921

City Manager
City of Elizabeth City
H. Rick Gardner Municipal Administration Building – 2nd floor
P.O. Box 347
Elizabeth City, NC 27907

8) GENERAL PROVISIONS

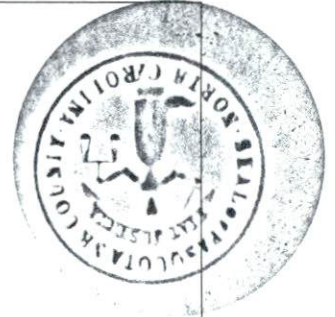
- a) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- b) Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- c) Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- d) Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.
- e) Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
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- h) Counterparts. This Agreement may be executed in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- i) Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties as of the effective date hereof.

{Signatures on Following Page(s)}

IN WITNESS WHEREOF, Pasquotank County and each of the Agencies have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

PASQUOTANK COUNTY

By: Charles Jordan
Charles Jordan, Chairman
Board of County Commissioners



Attest: Lynn B. Scott
Lynn B. Scott, Clerk to the Board

SEAL

APPROVED AS TO FORM:

By: [Signature]
Michael Cox, County Attorney

CAMDEN COUNTY

By: _____ Date: _____
Tiffney White, Chair Time: _____
Board of County Commissioners

Attest: _____ SEAL
Karen Davis, Clerk to the Board

APPROVED AS TO FORM:

By: _____
John S. Morrison, County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____ Date: _____
Stephanie Jackson, Finance Officer Time: _____

CITY OF ELIZABETH CITY

By: _____ Date: _____
E. Kirk Rivers, Mayor Time: _____

Attest: _____ SEAL
April Onley, City Clerk

APPROVED AS TO FORM:

By: _____
William H. Morgan, Jr., City Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____ Date: _____
Alicia Steward, Finance Director Time: _____