

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: July 27, 2015

AGENDA ITEM NUMBER 7

SUBJECT:

**AMENDMENT TO THE EMERGENCY TELEPHONE SYSTEM SPECIAL REVENUE
FUND TO APPROPRIATE ADDITIONAL REVENUE APPROVED FOR THE
KERNERSVILLE POLICE DEPARTMENT AS A SECONDARY PUBLIC SAFETY
ANSWERING POINT (EMERGENCY SERVICES DEPARTMENT)**

COUNTY MANGER'S RECOMMENDATIONS OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

On January 12, 2015, the Forsyth County Board of Commissioners adopted a Resolution Ratifying and Authorizing Execution of an Interlocal Agreement Between Forsyth County and the Town of Kernersville for distribution of 911 Secondary Public Safety Answering Point (PSAP) Funds. The Town of Kernersville submitted to the NC 911 Board a request to be recognized as a secondary PSAP and the NC 911 Board approved this request at its May 28, 2015 Board meeting.

The final FY 2016 911 fund distribution report reflects an increase in the amount of funds the County will receive by \$26,684, which is the amount the Town of Kernersville is entitled to receive.

In order for Kernersville to receive the funds, an agreement between the NC 911 Board (State) and the County is required.

The purpose of this item is to amend the Emergency Telephone System Special Revenue Fund to appropriate the additional intergovernmental revenue to be forwarded to the Town of Kernersville.

ATTACHMENTS: X YES

_____ NO

SIGNATURE: *J. Kendrick Catts, Jr.*
COUNTY MANAGER

DATE: July 22, 2015

**AGREEMENT
For 911 Fund Allocations to a Secondary PSAP**

THIS AGREEMENT (the Agreement) is made effective the 15th day of April, 2015, by and between Forsyth County (hereinafter referred to as "County"), a unit of local government operating a Primary PSAP in Forsyth County, North Carolina, and the North Carolina 911 Board (hereinafter referred to as "911 Board"), an agency of the State of North Carolina. County and the 911 Board (together "the Parties") hereby agree as follows:

WITNESSETH:

WHEREAS, the 911 Board was created by SL 2007-383 (N.C. Gen. Stat. §62A-40 *et seq.*) to collect and administer the 911 Fund; and

WHEREAS, the 911 Board adopted a policy allowing allocation of distributions from the 911 Fund for eligible expenditures of a Secondary PSAP; and

WHEREAS, County presently transfers 911 calls to the Town of Kernersville, a Secondary PSAP, which relieves the County from completing the call taking process and dispatching such 911 calls; and

WHEREAS, County and the Secondary PSAP operate within the same 911 System and desire distributions from the 911 Fund for further distribution to, or for the benefit of, a Secondary PSAP; and

WHEREAS, the Parties desire to contract in accordance with the Secondary PSAP funding policy of the Board;

NOW, THEREFORE, the Parties enter into this Agreement to implement the Board's Secondary PSAP Funding Policy attached hereto as Exhibit A, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Definitions set forth in N.C. Gen. Stat. §62A-40 *et seq.* are incorporated herein.
 - b. Back-up PSAP means a facility equipped to operate as part of the 911 System and all other features of its associated primary PSAP. A Backup PSAP receives 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP.
 - c. Interoperable: Capability of the telephone systems of the Primary and Secondary PSAPs to ensure complete transfer of a 911 call.
 - d. Secondary PSAP Funding Policy means Exhibit A to this Agreement and as the Policy may be amended.
 - e. A secondary PSAP is able to receive the voice and data of an Enhanced 911 call transferred from a primary PSAP and to complete the call taking process dispatching law, medical, fire or other responder.

f. Receiving the voice and data of an Enhanced 911 call includes all identification and location data generated by the Subscriber.

g. Executive Director: the Executive Director of the 911 Board.

h. Allocated Funds: the amount authorized by the 911 Board for distribution to County for further allocation to the secondary PSAP. These Allocated Funds shall not diminish the monthly base amount distribution to the Primary PSAP.

i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The 911 Funds are State Funds. County recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

j. Unit of Local Government: As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Secondary PSAP: The secondary PSAP to receive the Allocated Funds is operated by the Town of Kernersville ("Secondary PSAP") and receives 911 calls transferred from the primary PSAP to complete the call taking and dispatching processes. The Interlocal Agreement between County and Secondary PSAP is attached hereto as Exhibit B and is incorporated herein by reference. County agrees and acknowledges that the conditions set forth in Exhibit A, the Board's Secondary PSAP Funding Policy, have been satisfied, and

a. Allocated Funds shall be determined by the Board and utilize call data from a single Primary PSAP. Allocated Funds shall not be available for Back-up PSAPs.

b. County shall provide its interlocal agreement with the Secondary PSAP's governing body to the Executive Director prior to disbursement of the Allocated Funds from the 911 Fund.

c. 911 System equipment may be procured by the County and placed within either the Primary or Secondary PSAP; provided that such equipment used to complete the call taking and dispatch processes shall be interoperable if purchased by the Primary PSAP; e.g. Computer Aided Dispatch (CAD).

d. To the greatest extent practicable, expenditures of the Allocated Funds shall be made to ensure greater interoperability in call taking, processing and dispatching appropriate responders.

e. County will collect and compile documents as directed by the 911 Board for the purpose of County's verifying the requirements of the Secondary PSAP Funding Policy.

f. County shall assist the 911 Board in any audits of the 911 Fund by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in Fund Distributions.

a. If changes are requested with respect to 911 Fund distributions or allocations, such changes must be authorized in writing by the Parties. The 911 Board will not approve any

changes that exceed its authority under N.C. Gen. Stat. §62A-40 *et seq.*, or subsequent modification thereof.

- b. Carryforward limits of 62A-46 shall apply to funds for secondary PSAPs.
- c. Administrative expenses or costs of the County, PSAP or Secondary PSAP are not eligible expenses for 911 Fund distributions.
- d. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform its obligations under this Agreement.
- e. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.
- f. A request for change in the allocation of funds must be submitted to the 911 Board Executive Director in writing, stating the basis for the request, at the same times permitting a Primary PSAP to submit requests for additional funds. The County shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of such additional funds.

4. Term of Agreement. The term of this Agreement shall begin upon the date first written above (“Effective Date”) and extend through June 30, 2016 (“End Date”). The Agreement shall terminate upon the End Date unless sooner terminated under Paragraph 8 or amended by written agreement to extend the End Date by the Parties or their successors in interest. Allocated Funds provided by the 911 Board may not be utilized for expenses incurred by County or Secondary PSAP prior to the Effective Date or subsequent to the End Date.

5. Distribution of Funds. Allocated Funds for FY 2014-2015 in the amount of Fifty Eight Thousand Seven Hundred Eleven Dollars [\$58,711] will be delivered to the Primary PSAP together with the monthly base amount distributed to the Primary PSAP.

- a. Funds shall be distributed only for expenses that are eligible under N.C. Gen. Stat. §62A-40 *et seq.* and the policies of the 911 Board.
- b. Administrative costs are not allowable expenses.
- c. County will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission.
- d. In the event County breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 6, 11, and **Error! Reference source not found.** are untrue as to a material fact as of the date of this Agreement, County shall return any un-distributed Allocated Funds held by County and refund sums equal to any non-eligible expenses paid with Allocated Funds. County’s obligations that are created by this subsection to return Allocated Funds and to refund sums, apply only to Allocated Funds held by County. Allocated Funds are “held” by County only to the extent they are in the actual, not constructive, possession of County.

6. Independent Status of County.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between County and any third party; nor with the 911 Board.

b. The Parties acknowledge that County is an independent entity. County shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make County an agent of the 911 Board. County shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.

7. Records, Records Retention.

a. County shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data consistent with the Board's funding model and policies.

b. County shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement for five (5) years from the End Date. In the event such records are audited, all such records shall be retained beyond the five-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, County agrees to make available to the State Auditor, County, or designated representatives of the foregoing, all of its records which relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. County acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, N.C. Gen. Stat. §62A-40 *et seq.* and the policies, procedures and rules of the 911 Board; as applicable.

8. Termination; Availability of Funds.

a. If County fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to County of such termination and by specifying the effective date of termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the Termination Date. County shall return all undistributed Allocated Funds to the Board without the demand therefor. The County shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the County for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

b. The Board may terminate this Agreement immediately upon notice to County at any time if sufficient funds are not available to satisfy the Allocated Funds, or if the Secondary PSAP fails to meet the policies, procedures or rules of the Board.

c. Either party may terminate this Agreement upon sixty (60) days notice, or by mutual consent as may be agreed. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 15 below.

d. Termination of this Agreement by the County shall not prohibit the 911 Board from seeking remedy for additional costs consequential to the termination, which are incurred by the 911 Board. The County shall repay to the 911 Board any Allocated Funds received in excess of such distributions due under this Agreement.

e. County recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

9. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by County or Secondary PSAP, or its contractors.

10. Remedies. In the event of County's non-compliance with any provision in this Agreement or the Secondary PSAP's failure to adhere to the policies, rules and statutes of the Board, or the provisions of this Agreement or the corresponding interlocal agreement, the Board may take any actions authorized by the policies, rules and statutes of the Board or by this Agreement. These remedies include, but are not limited to, reducing or suspending Allocated Funds or terminating such, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible expenditures. However, no termination of this Agreement or the corresponding interlocal agreement removes the reporting and records retention requirements of this Agreement.

11. County Representation and Warranties. County hereby represents and warrants that:

a. County and the Secondary PSAP are duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of County, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of County, and does not violate any applicable organizational documents of County, or any agreement or undertaking to which it is a party or by which it is bound.

c. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to County's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or County's ability to discharge its obligations under this Agreement.

d. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by County. County shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

e. The County will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects associated with the Allocated

Funds, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

12. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. County shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay County's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

13. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by either Party's legal counsel.

14. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. General Statutes 132-1, *et seq.* Proprietary information may be subject to N.C. Gen. Stat. §62A-52. County shall ensure that any third party is encouraged to review the applicable laws prior to submitting any information or documentation believed to be proprietary, and that any proprietary information is properly identified at the time of receipt.

a. The Parties shall maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* and N.C. Gen. Stat. §62A-52. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from disclosures pursuant to the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against an assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing each Party agrees that it will provide prompt notice of such action, intervene in the action through its counsel and participate in defending the Parties, including any public official(s) or public employee(s). The 911 Board shall have no liability to County or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

15. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one

or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

If to the 911 Board: Attn: Richard Taylor, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

 Fax: 919-981-2548
 E-Mail: Richard.Taylor@nc.gov

If to County: Attn: Dudley Watts
 County Manager
 201 N. Chestnut St.
 Winston-Salem, NC 27101

 Fax: (336) 727-8446
 E-Mail : fcmanager@forsyth.cc

or addressed to such other address or to the attention of such other individual as the 911 Board or County shall have specified in a notice delivered pursuant to this Subsection.

16. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Wake County shall be the proper venue for all matters.

17. General Provisions and Conditions.

- a. The 911 Board may request from County certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. County recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. Nondiscrimination. County agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- c. Conflict of Interest. County certifies that to the best of its knowledge no employee or officer of County has any pecuniary interest in the business of the 911 Board or Allocated Funds, and that no person associated with County has any interest that would conflict in any manner with the performance of the Agreement.
- d. Compliance with Laws. County shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

e. Non-Assignability. County shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board.

f. Future Cooperation. The Board and County agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and County, and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to County.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

County

By: _____

Title: _____

Date: _____

ATTEST:

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

By: _____

Chief Finance Financial Officer

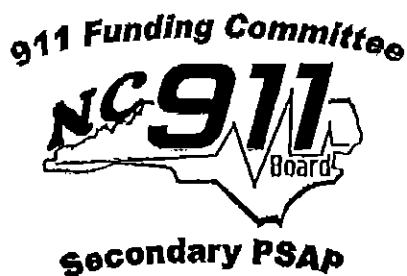
N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
911 Board Secondary PSAP Funding Policy



November 13, 2013 Secondary PSAP Funding Recommendation

- I. Recommendation: The Secondary PSAP Funding Committee recommends adoption of the following individual recommendations as a formal policy of the 911 Board.
 - A. 911 Fund disbursements to the primary PSAPs shall not be affected by disbursements for the secondary PSAPs made pursuant to agreements made pursuant to this policy.
 - B. 911 Fund disbursements for a secondary PSAP may be permitted through a primary PSAP when all of the conditions set forth below are met, and the funding allocations for the benefit of a secondary PSAP are approved by the 911 Board.
 - 1) The primary and secondary PSAPs are part of the same 911 System conforming to G.S. 62A-40 et seq.
 - 2) An interlocal agreement consistent with this policy exists between the governing bodies of the primary PSAP and the secondary PSAP defining and assigning responsibilities of answering and responding to 911 calls.
 - 3) Any portion of 911 Fund disbursements allocated to a secondary PSAP will be provided by the primary PSAP to the secondary PSAP, and limited to eligible 911 expenses as shown in the Board's eligible expenditures list.
 - 4) A primary PSAP disbursing 911 Funds to a secondary PSAP shall report all 911 funds distributed to, and 911 expenditures incurred by, a secondary PSAP annually. This report shall not be combined with the primary PSAP's report of expenditures to the North Carolina 911 Board. The primary PSAP shall obtain and provide additional information relating to a secondary PSAP's 911 operations or expenses upon the Board's request.
 - 5) Actual costs per call will be determined by the total annual approved costs of the primary PSAP for the most recent funding year divided by the total number of 911 calls received by the primary PSAP for the same year.
 - 6) Funding for a secondary PSAP will be based on a per 911 call basis as measured by the Electronic Call Analysis Tracking System (ECaTS) as provided by the North Carolina 911 Board.
 - 7) That any additional funding requested by a secondary PSAP shall follow the procedure established by the Board as the "Annual Funding Reconsideration Request" and must be processed by the primary PSAP associated with secondary PSAP.

- 8) The interlocal agreement shall include provisions terminating or suspending disbursements of 911 Funds; such provisions may include:
 - a. Termination of the disbursement agreement made by the Board and the primary PSAP,
 - b. Failure to meet the Board policy for disbursements to secondary PSAPs,
 - c. Changes in statutory authority disallowing such disbursements of the 911 Fund,
 - d. Cessation of the primary or secondary PSAP's operations, and
 - e. Mutual agreement of the parties, or by other action of a governing body which prevents further participation.
- C. The 911 Board establishes priorities for 911 Fund disbursements to ensure that adequate funds are available to meet the Board's statutory disbursement obligations. PSAP disbursement priorities in order of importance are 1) primary PSAPs, 2) secondary PSAPs and 3) PSAP grants.
- D. The Board and a primary PSAP enter into an agreement to disburse 911 Funds to the primary for the benefit of, and further delivery to, a secondary PSAP. The agreement shall identify allocations for a secondary PSAP or the method of determining such allocations, conditions for suspension and termination of funding for secondary PSAPs, and such other terms or conditions as may be necessary or proper pursuant to N.C.G.S. 62A and the Board's policies, standards and rules.
- E. This policy will be effective July 1, 2014.

Exhibit B
Interlocal Agreement

NORTH CAROLINA)	
)	
FORSYTH COUNTY)	INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into by and between Forsyth County, North Carolina, on behalf of its Emergency Services Department ("County"), and the Town of Kernersville, North Carolina ("Town");

WHEREAS, a monthly 911 service charge is imposed on each active voice communications service connection that is capable of accessing the 911 system; and the service charge is payable by the subscriber to the voice communications service provider and must be remitted by the provider to the State's 911 Board;

WHEREAS, Forsyth County is designated as a primary Public Safety Answering Point (PSAP), the first point of reception of a 911 call, and under the current legislation, the State's 911 Board must make monthly distributions to primary PSAPs from the amount allocated to the 911 Fund for PSAPs;

WHEREAS, through special legislation, the Town of Kernersville was designated as a secondary PSAP and was the only secondary PSAP in the State with authority to collect 911 surcharge funds directly from the State, however, under the current legislation, effective January 1, 2008, the Town lost the authority to collect 911 surcharge funds in this manner;

WHEREAS, the only way that a secondary PSAP can receive 911 surcharge funds is through an agreement with a primary PSAP, therefore, in order to restore its 911 funding, the Town has requested that the County enter into an interlocal agreement with the Town in which the County will receive 911 surcharge funding and return a portion of it to the Town on the condition that the Town agrees to hold the County harmless in the event the funds are not used by the Town in a manner consistent with the law; and

WHEREAS, on the recommendation of the Emergency Services Department Administrator and the County Manager, on January 12, 2015 the Forsyth County Board of Commissioners adopted a Resolution ratifying and authorizing execution of an interlocal agreement between Forsyth County, on behalf of its Emergency Services Department, and the Town of Kernersville, for the distribution of 911 funds, pursuant to the provisions of N.C.G.S. 160A-461.

WITNESSETH:

For the purposes and subject to the terms and conditions herein set forth, the Town hereby requests to continue to receive disbursements of 911 surcharge funds as a secondary PSAP; the County, which will continue to receive disbursements of 911 surcharge funds as a primary PSAP, agrees to receive disbursements of 911 surcharge funds from the State's 911 Board, on behalf of both the County and the Town, for all eligible expenditures;

NOW, THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

1. As a primary Public Safety Answering Point (PSAP), the County is eligible to receive monthly disbursements of 911 surcharge funds from the State 911 Board.
2. As a primary PSAP, the County is eligible and agrees to receive the portion of the 911 Fund that the Town has been receiving.
3. As a primary PSAP, receiving 911 surcharge funds on behalf of the Town, the County agrees to assume responsibility for ensuring that all expenditures of 911 Funds by the Town are made for eligible expenses as outlined in applicable laws.
4. The County agrees to remit to the Town 911 surcharge funds in the anticipated amount of \$26,775 during the 2014-2015 fiscal year as are received by the County, on behalf of the Town, and to which the Town is deemed eligible under this Agreement based upon the Town's documented ability and commitment to use the said funds in a manner consistent with applicable State law.

Section 2.

1. As a secondary Public Safety Answering Point (PSAP), the Town is eligible to receive disbursements from the 911 Fund only upon its compliance with the provisions of N.C.G.S. 62A-46(e) and other applicable laws; and the Town agrees and commits to comply with these provisions.
2. As a secondary PSAP, the Town agrees to use the amounts received under this Agreement in a manner consistent with the provisions of N.C.G.S. 62A-46(c) and other applicable laws and to provide to the County all materials and documentation needed to certify compliance as determined necessary by the State 911 Board and the County.
3. The Town agrees to be responsible for refunding and/or returning to the County any 911 surcharge funds received by the Town through the County which are not used by the Town in a manner consistent with the provisions of applicable law.

Section 3.

Neither the Town nor the County will be required to take any action, under the terms of this Agreement, which compromises the operational needs of the other.

Section 4.

Both the Town and the County shall operate as independent contractors, and neither party shall be responsible for any of the acts or omissions of the other party. The Town agrees to indemnify, defend and hold the County harmless from and against any and all claims, actions, expenses (including attorney's fees), costs or liability for wrongful acts or omissions of the Town in relation to this Agreement.

Neither party has the authority to enter into contracts or agreements on behalf of the other party, except as necessary and agreed upon by both parties to carry out the purposes and provisions herein.

Both parties declare that they have complied with all federal, state, and local laws that may be required to carry out the services to be performed under this Agreement.

This Agreement shall be governed by the laws of the State of North Carolina and other applicable laws as stated therein.

This Agreement shall become effective upon its full execution.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers, this the 13th day of February 2015.

FORSYTH COUNTY

By: [Signature]
County Manager

Attest:

[Signature]
The Board of Forsyth County Commissioners



Attest:

TOWN OF KERNERSVILLE

By: [Signature]
Town Manager

[Signature]
Kernersville Town Clerk



Approved as to form and legality

FEB 04 2015

FORSYTH COUNTY, N.C.
By: [Signature]
Assistant County Attorney

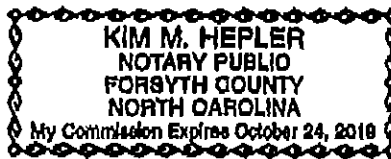
NORTH CAROLINA)
FORSYTH COUNTY)

I, Kim M. Hepler, a notary public, certify that Carla D. Holt, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of the County of Forsyth, North Carolina, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal, and attested by her as its Clerk to the Board of Commissioners.

Witness my hand and notarial seal, this the 5th day of February, 2015.

Kim M. Hepler
Notary Public

My commission expires: 10-24-19



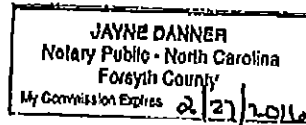
NORTH CAROLINA)
FORSYTH COUNTY)

I, Jayne Danner, a notary public, certify that Dale F. Martin, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Kernersville, North Carolina, a municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal, and attested by her as its Town Clerk.

Witness my hand and notarial seal, this the 12th day of February, 2015.

Jayne Danner
Notary Public

My commission expires: 2/27/2016



PSAP	PSAP Distribution FY2013	PSAP Distribution: FY2014	Average of prior two years distributions:	Maximum 20% Carry Forward	PSAP Fund Balance June 30, 2013	PSAP Fund Balance June 30, 2014	(+/-) Fund balance between FY13 and FY14	Based on Column L - Meets 20% rule (OK) or Over 20% (Reduce)	Amount over Approved 20% Carryforward	Estimated FY2016 without Reducing Distribution (Based on 5YR rolling)	ESTIMATED FY2016 Distribution Based on 5YR Rolling Avg WITH reductions due	Estimated FY2016 Secondary Distributions	Number of Seats	
Cumtuck Central Communications	187,677	140,123	163,900	32,780	478,165	476,667	(1,499)	OK		174,236	174,236	174,236	4	
Dare Central Communications	281,484	285,616	273,550	54,710	852,347	821,718	(30,629)	OK		341,885	341,885	341,885	7	
Davidson County 911	608,546	527,796	568,171	113,634	1,026,411	1,029,714	3,304	OK		508,355	508,355	508,355	13	
Davie County Communications	262,809	263,176	262,992	52,598	339,454	227,433	(112,021)	OK		276,838	276,838	276,838	6	
Duplin County/Kenansville PSAP	226,836	371,989	299,412	59,882	164,491	295,312	130,821	Reduce	70,938	426,225	355,286	355,286	5	
Durham Emergency Communications	1,413,750	1,482,087	1,447,918	289,584	618,380	552,649	(65,731)	OK		1,619,955	1,619,955	1,619,955	18	
Edgecombe County E911	267,082	573,900	420,491	84,098	89,791	368,141	278,350	Reduce	194,252	290,791	96,539	96,539	5	
Tarboro Police Communications	134,504	135,766	135,135	27,027	69,424	117,087	47,663	Reduce	20,636	133,584	112,948	112,948	3	
Forsyth County 911 Communications	780,511	763,903	772,207	154,441	606,359	822,463	216,104	Reduce	61,663	693,195	631,532	658,216	8	
Winston Salem Police/Fire Communications	582,762	569,596	576,179	115,236	1,614,962	1,757,258	142,297	Reduce	27,061	517,777	490,716	490,716	13	
Franklin County Sheriff Communications	320,598	349,847	335,222	67,044	361,640	386,234	24,594	OK		393,028	393,028	393,028	5	
Gaston County Communications	797,563	695,543	745,563	149,311	1,674,074	1,649,985	(24,089)	OK		714,921	714,921	714,921	15	
Mount Holly Police Department	55,658	61,072	58,395	11,673	366,602	370,445	3,843	OK		65,636	65,636	65,636	2	
Gates County Communications	109,310	118,395	113,852	22,770	276,383	288,180	11,777	OK		129,498	129,498	129,498	2	
Graham County Communications	214,556	198,633	206,595	41,319	243,468	188,446	(55,023)	OK		207,395	207,395	207,395	3	
Granville County Emergency Communication	374,097	380,410	367,253	73,451	262,429	280,644	18,215	OK		418,918	418,918	418,918	4	
Greene County Communications	132,192	148,551	140,371	28,074	500,151	561,860	61,709	Reduce	33,634	143,938	110,304	110,304	2	
Greensboro	2,715,590	2,607,268	2,661,439	532,288	816,913	1,389,115	572,202	Reduce	39,914	1,829,470	1,789,556	1,789,556	44	
High Point Police/Fire Communications	461,801	437,475	449,638	89,828	209,355	120,107	(89,248)	OK		537,177	537,177	537,177	10	
Halifax County Central Communications	385,331	418,633	401,932	80,366	540,938	632,187	91,249	Reduce	10,863	345,917	335,055	335,055	6	
Hamett County Communications	726,387	724,829	725,608	145,122	763,946	765,430	1,484	OK		700,030	700,030	700,030	9	
Haywood County 911	535,756	483,057	509,406	101,881	771,185	970,261	199,076	Reduce	97,195	395,400	298,205	298,205	7	
Henderson County Communications	512,849	527,426	520,137	104,027	308,506	308,425	(81)	OK		589,031	589,031	52,463	641,495	9
Hertford County Communications	103,850	92,271	98,060	19,612	383,528	371,091	(12,437)	OK		98,517	98,517	98,517	2	
Ahoklie Police Department Communications	117,425	90,383	103,904	20,781	338,911	363,698	14,678	OK		94,888	94,888	94,888	2	
Murfreesboro	42,856	33,442	38,149	7,630	67,153	71,529	4,377	OK		19,731	19,731	19,731	1	
Hoke County Emergency Communications	229,829	225,350	227,590	45,518	53,930	47,308	(6,622)	OK		336,450	336,450	336,450	5	
Hyde County Emergency Management	105,978	97,928	101,952	20,390	198,056	182,671	(15,385)	OK		106,624	106,624	106,624	2	
Iredell County Emergency Communications	344,067	408,311	376,189	75,238	397,590	484,942	87,351	Reduce	12,114	466,164	454,050	454,050	7	
Jackson County Emergency Communications	477,890	517,828	497,859	99,572	105,136	196,649	91,512	OK		484,805	484,805	484,805	3	

- 2) Richard Taylor stated that there may be a finding.. If there is a finding, it will be internal and there will be no action required of the Board.

Chairman Chris Estes and Richard Taylor asks if the room if anyone has any questions. There were no questions asked.

Tab 6 - Approval of FY2015-2016 Budget

Marsha Tapler presented the current budget. Ms. Tapler stated that the budget has not changed since it was presented at the last board meeting. Ms. Tapler then highlighted details of the budget. The details were:

- Personnel services increased due to the possibility of adding new staff and the new hire.
- Contractual services decreased due the changes of Board needs.
- Operational Services increased due to additional Board staff.
- Travel expenses increased due to additional meetings and staff.
- Board members increased due to the additional board meetings, travel, etc.
- Other purchased services decreased.
- Equipment has decreased.
- PSAP distribution is budgeted at \$60M.
- Cost recovery has increased by \$100,000 due to a vendors increase in cost.
- The total for cost recovery and PSAP expenditures is \$69.6M.
- Ms. Tapler budgeted revenue ~\$16.1M that will transfer into the grant fund for grants and statewide projects.
- Ms. Tapler states that she has budgeted grant expense ~\$25.7M but this number may change as we get closer to June 30, 2015 due to the remaining payment of reimbursement to the grant recipients.
- In regards to Revenues, Ms. Tapler states that \$83.8M (including interest) was budgeted, which is a \$3M increase. The additional amount is related to prepaid.

Marsha Tapler answers a question Laura Sykora asked in the previous board meeting as to why the budget was different from what Ms. Tapler gave in the projections. Ms. Tapler explains that following a meeting with the Director, it was determined that they would go with the budgeted figures from last fiscal year in revenues to leave room for possible variances.

Marsha Tapler states that the staff recommendation is to approve budget as noted.

Dinah Jeffries asks Marsha Tapler if monies were included in the operational expenses for public education especially for text-to-911. Ms. Tapler says that \$100,000 were included for public education. Ms. Jeffries asks if the costly expense for the movie theaters were included as well. Ms. Tapler states that the theater expenses were not included, however, radio announcements were approved.

Chairman Chris Estes asks Board members in the room and via teleconference if anyone had any questions. Laura Sykora motions to approve the budget as presented. Jason Barbour seconds the motion. All Board members voted in favor. No Board members abstained from the vote.

Tab 7 - Approval of Secondary PSAP Funding

a) Forsyth County – Town of Kernersville

- Richard Taylor informs the members that they have a contract that has been approved by the Forsyth County Commissioners that is awaiting approval of the NC 911 Board. The contract has been reviewed by Richard Bradford. A copy of the MOU has also been provided that is between Forsyth and the Town of Kernersville.
- Richard Taylor states that the recommendation from staff is to approve the Town of Kernersville as a secondary PSAP. The funding for this is effective April 15th.
- The funding will be in the amount of \$27,775 for the fiscal year.
- Jason Barbour asks Taylor if this funding will fit in the current budget structure. Taylor responds with "Yes".
- Jeff Shipp motions for the funding to be approved, Laura Sykora seconds the motion. Chairman Chris Estes moves into discussion of the motion. There were no questions or discussions of the motion. Board members voted in favor. Rob Smith recused himself from the vote.

Tab 8 - Update From NextGen 911 Committee

- Jeff Shipp announces that there are no new updates to report from NextGen at this time. The Award Recommendation document is still ongoing between the Board and IT Procurement. Mr. Shipp thanks staff for their due diligence.
- Jason Barbour asks Jeff Shipp if there is an executed contract. Shipp responds with "No".
- Chairman Chris Estes asks Jeff Shipp if there are any known issues. Shipp responds that procurement is a current issue. Richard Taylor states that he assumes the issue is caused by a lack of documentation and clarity of what was submitted to procurement. Richard Taylor states that the clarification issue is currently being resolved.

Tab 9 - Update from Funding Committee

a) 20% Carry Forward Waiver Consideration (Brunswick County 911)

- Jason Barbour informed the Board that Brunswick County desires to carry forward a fund balance in the excess of 20% to the next fiscal year. Brunswick County has documented their needs of the request. Mr. Barbour states that the Funding Committee recommends to the Board that they approve the forwarding of the funds for the next fiscal year only.
- Marsha Tapler adds that Brunswick County also requests that with that carry-forward, they keep the current funding that they are supposed to receive, and they will also be funded at the distribution level of the five-year rolling average.
- Jason Barbour reassures the Board that it will all be resolved by the end of the next fiscal year. Marsha Tapler confirms this statement.
- The Funding Committee motions to approve the funding, Lee Worsley seconds the motion. Chairman Chris Estes moves for questions and/or discussion. Board members voted in favor. Rob Smith did not participate in the vote.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN
FORSYTH COUNTY AND THE TOWN OF KERNERSVILLE
FOR DISTRIBUTION OF 911 SECONDARY PUBLIC SAFETY
ANSWERING POINT (PSAP) FUNDS
(FORSYTH COUNTY EMERGENCY SERVICES DEPARTMENT)**

WHEREAS, a monthly 911 service charge is imposed on each active voice communications service connection that is capable of accessing the 911 system; and the service charge is payable by the subscriber to the voice communications service provider and must be remitted by the provider to the State's 911 Board; and

WHEREAS, under the current legislation, the 911 Board must make monthly distributions to primary Public Safety Answering Points (PSAP's), the first point of reception of a 911 call, from the amount allocated to the 911 Fund for PSAP's; and

WHEREAS, through special legislation, the Town of Kernersville was designated as a secondary PSAP and was the only secondary PSAP in the State with authority to collect 911 surcharge funds directly from the State, however, under the current legislation, effective January 1, 2008, the Town lost the authority to collect 911 surcharge funds in this manner; and

WHEREAS, the only way that a secondary PSAP can receive 911 surcharge funds is through an agreement with a primary PSAP, therefore, in order to receive secondary PSAP 911 funding, the Town has requested that Forsyth County enter into an interlocal agreement with the Town in which the County will receive the funding and distribute it to the Town on the condition that the Town agrees to hold the County harmless in the event the funds are not used in a manner consistent with the law; and

WHEREAS, the Town of Kernersville requests \$26,775 and the Sheriff's Office requests \$56,378 in secondary PSAP funding; and

WHEREAS, the Forsyth County Emergency Services Department Administrator and the County Manager recommend that the County enter into the attached Interlocal Agreement with the Town of Kernersville consistent with the provisions herein;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby ratifies an interlocal agreement between Forsyth County, on behalf of its Emergency Services Department, and the Town of Kernersville, for the distribution of 911 secondary Public Safety Answering Point (PSAP) funds, pursuant to the provisions of N.C.G.S. 160A-461, and the Chairman or the County Manager and the Clerk to the Board are hereby authorized to execute the said Interlocal Agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Kernersville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 12th day of January 2015.