

INTERGOVERNMENTAL AGREEMENT
CHARLESTON COUNTY CONSOLIDATED 9-1-1 CENTER
12/31/07

This Agreement, effective as of January 22, 2008, made and first entered into by and among the undersigned governmental jurisdictions to include Charleston County, City of North Charleston, Town of Mt. Pleasant, City of the Isle of Palms, City of Folly Beach, the St. Johns Fire Department, St. Andrews PSD Fire Department, and the James Island PSD Fire Department.

WITNESSETH:

WHEREAS, jurisdictional entities within Charleston County formed the Charleston County Consolidated Dispatch Committee, including multi-jurisdictional representation from law enforcement, fire and EMS entities within Charleston County; as well as a County Administration representative and a federal agency representative; and this committee has been exploring the benefits of consolidating public safety communications within Charleston County; and

WHEREAS, a Countywide Emergency Communications Services Consolidated Feasibility Study was completed in April, 2007, based upon a scope of work developed by the Consolidated Dispatch Committee and paid for by a Homeland Security grant and seven jurisdictions; and

WHEREAS, the Feasibility Study found that the current emergency call processing is inefficient, potentially detrimental, involving 5 Public Safety Answering Points (PSAPs), 1 Secondary PSAP, and 4 Dispatch-only centers, and that 9-1-1 emergency calls frequently have built-in delays involving transfers to other centers; and

WHEREAS, the jurisdictions and residents of Charleston County would benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services to Charleston County and the municipalities and fire protection departments within Charleston County; and

WHEREAS, the undersigned governmental jurisdictions wish to agree to the establishment and maintenance of a consolidated Public Safety Answering Point (PSAP), to be hereafter known as "Charleston County Consolidated 9-1-1 Center"; and

WHEREAS, the establishment of such PSAP will provide improved police, fire and emergency medical service communications within the boundaries of the participating jurisdictions (the "Consolidated Service Area"), together with such other jurisdictions as may hereafter contract with the undersigned for communications services; and

WHEREAS, the establishment and maintenance of such PSAP will be of substantial benefit to the citizens of the undersigned governmental jurisdictions and the public in general;

NOW THEREFORE, as an exercise of the police power and authority granted by the Constitution and laws of the State of South Carolina, and in consideration of the mutual terms, covenants and conditions set forth herein, it is hereby agreed and

covenanted among the undersigned as follows:

1.0 PURPOSE: This Intergovernmental Agreement to establish the Charleston County Consolidated 9-1-1 Center contains the following organizational objectives:

- 1.1 To promote the health, safety and general welfare of the citizens throughout Charleston County. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing, and all emergency response communications.
- 1.2 To save lives by improved call processing time which reduces response times to emergency incidents.
- 1.3. To improve safety to emergency responders.
- 1.4 To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies.
- 1.5 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS.
- 1.6 To bring about increased efficiencies and coordination of communications and emergency response services, including the use of the National Incident Management System and the National Response Plan. These communications improvements are intended to impact emergency response for all types of scenarios that are generally broken into three categories:
 - A) Emergencies that occur daily in the community: those "typical" crimes, fires, and medical emergencies.
 - B) Local, small scale disasters, such as a school bus accident.
 - C) Large scale and/or national level disasters, such as terrorist attacks or natural disasters.
- 1.7 To provide the public and field response agencies with highly trained, certified and/or credentialed 9-1-1 employees who strive to provide the best service possible to all parties involved.
- 1.8. To set the goals of 1) meeting NFPA's 1221 standards, 2) meeting National Emergency Medical Dispatch (EMD) standards for Accreditation and attaining this accreditation, and 3) meeting CALEA's Standards for Public Safety Communications Agencies and attaining CALEA accreditation.
- 1.9 To provide funding to ensure the appropriate level of service to all parties involved as defined by user agencies by establishing funding mechanisms and defining the budget process for the center.
- 1.10 To provide for operational oversight from a "Consolidated Dispatch Board"

of emergency response leaders.

- 1.11 To ensure accountability to the field response agencies by creating User Groups which provide feedback to the Consolidated Dispatch Board.
- 1.12 To provide a mechanism for the addition or withdrawal of parties to the Agreement.
- 1.13 To establish an alternate center to serve as a backup, overflow and training site, and as a secondary location where emergency dispatchers will function in the event that they need to evacuate the primary Consolidated 9-1-1 Center.

2.0 DEFINITIONS: As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise:

- 2.1 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.
- 2.2 "9-1-1 Services" shall mean those services and equipment to answer 9-1-1 calls on a 24-hours-per-day basis.
- 2.3 "Other Services" shall mean services related to emergency service or jurisdictional communications provision, such as administrative call-taking.
- 2.4 "County" shall mean Charleston County.
- 2.5 "E9-1-1" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response.
- 2.6 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.
- 2.7 "Charleston County Consolidated 9-1-1 Center" shall mean collectively the parties to this Agreement in their capacity as providers and/or receivers of 9-1-1 services; or, as the context may require, the system of providing such services; or the facility housing the countywide 9-1-1 operations.
- 2.8 "Consolidated Dispatch Board" shall mean the multi-jurisdictional Board of Law Enforcement, Fire and EMS leaders established to guide the establishment and operations of the Center.

3.0 COUNTY TO ESTABLISH A DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS: The parties agree that Charleston County, through operational funding as established in Section 9, will establish and maintain a Department of Public Safety Communications which will operate the Charleston County Consolidated 9-1-1 Center. Charleston County will provide the backbone structure to provide important and necessary services such as payroll, employee benefits, facilities maintenance, budget/finance, legal, risk management and procurement. This arrangement provides significant cost efficiencies since the infrastructure and capabilities are in place to provide the administrative and support services to a department serving countywide

needs. The Center Director and all employees of the Center will be County employees, subject to all County personnel policies and procedures.

4.0 PROGRAMMING AND CONSTRUCTION OF FACILITY: Charleston County will purchase, lease, or otherwise obtain the use of an existing facility or build a new facility for the purpose of locating and establishing the Consolidated 9-1-1 Center, at the County's expense. Other uses of the land and the building to be used for the Consolidated 9-1-1 Center may also be considered. Construction or renovation of a consolidated dispatch facility and other related capital costs not covered by 9-1-1 fees will be based upon appropriations made at County Council's discretion.

The Consolidated 9-1-1 Center will include at least the following: (1) dispatch area, (2) Director and supervisor administrative offices, technology specialist offices, clerical and reception office space, (3) radio/recording/CAD/9-1-1 technology equipment rooms, (4) storage for inventory, supplies and records, (5) locker room, (6) bathroom/shower facilities, (7) kitchen, (8) lunch/break room, (9) training area, and (10) multi-purpose classroom/conference room.

Charleston County agrees that the existing Joint Communications Center located at the County Public Services Building or other suitable facilities will be available as a backup center in the event that the Consolidated 9-1-1 Center employees must evacuate the primary Consolidated 9-1-1 Center. This will not preclude the County from utilizing this space for other purposes, with the understanding that the space must be secured, maintained, accessible and activated as needed under the primary purpose and use as the Consolidated 9-1-1 Center's alternate/back-up/overflow site. This site may also be used for Consolidated Dispatch training purposes.

5.0 TRANSITION ISSUES: The parties agree to cooperate in the many complex aspects of transitioning into the Consolidated 9-1-1 Center. Transition elements include, but are not limited to the following:

- 5.1 There will be continued involvement of the Consolidated Dispatch Board in all phases of the establishment of the Center.
- 5.2 All reasonable attempts will be made to hire a Director during the facility programming phase, subject to the funding agreement as indicated in Section 9. The hiring of the Director shall involve the Board, as indicated in Section 6.
- 5.3 Hiring of employees:
 - A) EMS and Sheriff's Office dispatch employees who meet qualifications standards, at the time of cutover, will be transferred to the new Consolidated 9-1-1 Center. Supervisory and other specialty positions will be filled by the Center Director.
 - B) Subject to the conditions below, the Center Director will hire dispatchers that meet the qualifications standards adopted by the Board, from emergency communications centers of the parties to this agreement. A readiness program to assist current dispatchers to meet qualifications standards will be made available during the establishment phase of the facility. (Readiness training and funding responsibilities as referred to in Sections 9.3 and 9.4.)

- C) Dispatchers must meet the minimum qualifications established for the position, unless they have been hired less than six months before cutover to the Consolidated 9-1-1 Center, in which case they will have a period of six months from cutover to meet the minimum qualifications. All new hire employees will be subject to the County's standard probationary period and all other Charleston County employment policies and procedures.
 - D) It is the intent of this Agreement that the hiring of dispatch staff at participating agencies will take place, subject to the pay scales established for the Consolidated 9-1-1 Center, and with existing longevity and position level taken into consideration, among other things. Criteria which may render a participating dispatch center employee ineligible for County employment at the Consolidated 9-1-1 Center include, but are not limited to, the following:
 - Convicted felon or other significant information found on a criminal records check
 - The employee has been determined "not eligible for re-hire" as a Charleston County employee
 - Inability to pass a drug test
 - Inability to pass a basic literacy exam
 - Education level which is not equivalent to a high school diploma or higher
- 5.4 Individual municipal and agency needs and requests regarding other services such as non-public safety administrative call-taking or other non-emergency communications functions will be determined early in the planning stage and will have specific protocols, training and technology needs established and well-defined. Funding for other services will be as indicated in Section 9.
- 5.5 Costs for the transition period prior to moving into the Consolidated 9-1-1 Center will be handled as indicated in Section 9.
- 5.6 A transition plan will be developed by Charleston County working closely with the Consolidated Dispatch Board. Charleston County will establish a transitional budget and be responsible for managing this budget and paying transitional expenses, including but not limited to staffing of Director and other positions identified as needed prior to cutover, dispatcher training course fees (see 5.7 below) and consultant planning assistance. Some transitional funding may come from other participating jurisdictions, and 9-1-1 and grant money will be used wherever possible.
- 5.7 The staff time (including necessary overtime) involved in the initial Consolidated Dispatch related training of dispatchers hired or anticipated to be hired by the Consolidated 9-1-1 Center Director, will be borne by the participating Centers where they are working prior to the cutover date. Dispatcher training course fees will be borne by Charleston County during the six months prior to cutover to the consolidated 9-1-1 Center. However, fees for supervisory/QA/trainer courses will be paid by Charleston County only when employees have been selected for

supervisory/QA/trainer positions by the Consolidated 9-1-1 Center Director.

6.0 CONSOLIDATED DISPATCH BOARD: With the execution of this Agreement, the existing "Consolidated Dispatch Committee" will be disbanded and the "Consolidated Dispatch Board" will be established as follows:

6.1 Membership:

Charleston County: 2 (Sheriff & EMS Director)
North Charleston: 2 (Police Chief & Fire Chief)
Mount Pleasant: 2 (Police Chief & Fire Chief)
Isle of Palms/Sullivans Island/Folly Beach: 1 (Police Chief) One appointee to serve on the Board through cutover to the Consolidated 9-1-1 Center. Following this, these municipalities will appoint a police chief from one of the other two jurisdictions and rotate these appointments every 3 years.

Charleston County Fire Chiefs Association: 2 Representatives selected by the Association. These appointees must not be from one of the jurisdictions listed above. The two fire chiefs appointed by the Chiefs Association, who have served on the Consolidated Dispatch Committee, will serve on the Board through cutover to the Consolidated 9-1-1 Center. Following this, the Chiefs Association will make new fire chief appointments every 3 years.

Non-Voting Member: County Administrator Designee (to serve as Liaison to County Administration and Secretary to the Board).

Non-Voting Member (Advisor): Federal Agency representative selected by majority vote of the Board based upon nomination by the Chair or another Board member.

6.2 Responsibility and Authority: The Consolidated Dispatch Board shall have the responsibility to:

- A) elect a Chairperson from its members by a majority vote of the Board. The Chairperson will serve a two-year term and may be re-elected for subsequent terms. The Chairperson will have the authority and responsibility:
- a. to preside at regular and special meetings of the Board;
 - b. to appoint a member of the Board to act as Chairperson in his/her absence. This appointment may be made on a case-by-case basis or for a designated period of time, not to exceed three consecutive meetings;
 - c. to call special meetings as appropriate;
 - d. to appoint committees as appropriate;
 - e. to represent the Board or appoint another member or the 9-1-1 Center Director to represent the Board at various jurisdictional meetings where consolidated dispatch is on the agenda;
 - f. to provide the County Administrator with performance reviews of the Center Director and make written recommendations

regarding his or her performance, utilizing the County Personnel Policies & Procedures, as may be amended from time to time, and with significant input from Board members.

- B) establish, together with the Director, the mission and goals of the Charleston County Consolidated 9-1-1 Center;
- C) work together with the County Administrator to develop an appropriate Director job description and criteria for employment. The Consolidated Dispatch Board will interview qualified applicants and select a candidate (or candidates) for whom a written recommendation will be provided to the County Administrator;
- D) establish operational protocols, policies and procedures for the Consolidated 9-1-1 Center with the assistance of the Director;
- E) consider and resolve questions, issues and disputes presented to the Board by the User Groups or parties to this Agreement;
- F) work with the Director to submit to the County Administrator a recommended budget for the Consolidated 9-1-1 Center by no later than December 15 of each year for the following fiscal year beginning July 1;
- G) provide advocacy for both capital and operational needs of the Center, and work toward funding efficiencies and grant opportunities;
- H) annually adopt a long-range comprehensive plan as described in Section 8, Item J;

6.3 Meetings of the Board:

- A) Any member of the Consolidated Dispatch Board may designate a representative to attend meetings in the member's place. The designee must be from the same jurisdiction and the member will ensure that the designee is knowledgeable and prepared. While so designated, the representative shall assume all rights and responsibilities of a full member. However, members themselves are expected to attend the majority of meetings. If a member misses 3 out of 12 meetings during a calendar year, a letter of concern will be written to the member, with copies to the Governing Body and Administrative Head of the jurisdiction.
- B) Regularly scheduled meetings of the Consolidated Dispatch Board shall be held monthly at such time and place as determined by mutual agreement. Special meetings may be called by the Chairman as appropriate.
- C) A quorum shall be necessary to convene a meeting. Five members shall constitute a quorum. All motions presented for approval shall require majority vote in order to move forward. Additional procedural rules for Board meetings will be established by the Board within the first 90 days of the Board's existence.
- D) The Consolidated Dispatch Board will be a public body subject to the

South Carolina Freedom of Information Act.

7.0 USER GROUPS: Two User Groups will be established for the purpose of providing the opportunity for all user agencies to have input into the operations of the Consolidated 9-1-1 Center. There will be a Law Enforcement User Group and a separate Fire/EMS/Rescue/Emergency Management User Group. Membership in each group will include the Chief (or designee) of each agency which utilizes the Consolidated Center for Emergency Communications. These groups will meet at least quarterly and provide written feedback to the Consolidated Dispatch Board regarding any concerns, problems, or recommendations related to operational protocols or any other aspects of the Center's performance to meet their needs.

User Group recommendations relative to service levels, staffing levels, performance standards, operational procedures and protocols or systems shall be made to the Consolidated 9-1-1 Center Director no later than August 15 of each year in order to be considered for implementation in the next budget year.

8.0 CENTER DIRECTOR: The Charleston County Consolidated 9-1-1 Center will be managed, operated and supervised by a Center Director, who will be a Charleston County employee subject to the County's personnel policies and other employee regulations. The hire/fire/evaluation of the Center Director shall occur as outlined in Section 6.2.

8.1) Responsibility and Authority of the Center Director:

- A) The Center Director shall be the administrative head of the Charleston County Consolidated 9-1-1 Center and will be responsible for handling administration and personnel matters within the framework of Charleston County regulations and personnel policies.
- B) The Center Director shall be responsible for following operational policies and protocols established by the Consolidated Dispatch Board as outlined in Section 6.2, Item D.
- C) The Director will prepare a proposed budget for Board approval and will assist the Board in submitting to the County Administrator a recommended budget for the Consolidated 9-1-1 Center by no later than December 15 of each year for the following fiscal year beginning July 1.
- D) The Center Director will be responsible for managing the Center within the approved annual budget.
- E) The Center Director will work closely with the County 9-1-1 Coordination staff regarding equipment, training, and other issues for which 9-1-1 funds can be utilized to maintain the best available technology and training to best serve citizens.
- F) The Center Director will be responsible for all activities of the Consolidated 9-1-1 Center, including but not limited to oversight of call-taking, dispatching, records (custodian), recording, staffing, training, and security.

- G) The Center Director shall establish and utilize performance standards for employees. The Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.
- H) The Center Director shall review and evaluate proposals from User Committees for changes to service levels, performance standards, and/or operational procedures. The Director will prepare a written report on such proposals to include, at a minimum, implementation costs, benefits and liabilities, and will provide a recommendation. Such reports and recommendations will be forwarded to the Consolidated Dispatch Board for review. Final decisions will be made by the Board on all changes in service levels, performance standards and operational procedures, contingent upon available funding for implementation. However, in order to meet the need for procedural changes in a dynamic deployment situation, the Director will be given authority to alter the procedures during critical circumstances.
- I) The Center Director will participate in a non-voting capacity in meetings of the Consolidated Dispatch Board and the User Groups. Should it be necessary for the Center Director to miss a meeting, he/she will have a designee present.
- J) The Center Director will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated yearly. This plan will be presented to the Consolidated Dispatch Board on a yearly basis at a date and time determined by the Board. Each year the Board and Director will reach consensus on the plan, and the Board will take action to adopt the plan.

9.0 FUNDING:

9.1 Capital: Capital costs will include start-up costs associated with building & equipping 9-1-1 center, to include such things as land acquisition, programming, designing and constructing the facility, computer Aided Dispatch (CAD) for multi-jurisdictional use, dispatch Center furnishings & equipment not funded through 9-1-1 surcharge, in-building circuitry, grounding, HVAC (heating ventilation and air conditioning), electrical, cable pathways, cabling for radio, CAD, 9-1-1 equipment (CPE), local area network (LAN) and future networks, systems networking & connection needs (911 & other phone lines, radio, CAD, NCIC) to the primary PSAP, and the alternate/backup PSAP, with built-in redundancy. (Municipal and/or departmental connections will also be needed in support of email access, department/municipal systems and information access)

Charleston County will provide funding for Capital costs as authorized by Charleston County Council. County Council's Capital Improvement Plan includes \$15 Million for Consolidated Dispatch, subject to final appropriations by County Council.

9.2 Transitional: Transitional costs will involve staffing and consultant costs before Center becomes fully operational, to include initial personnel costs to hire the Director and other staff, training and equipping staff, consultant planning services, and training of dispatchers who will be moving from participating jurisdictions to the Consolidated 9-1-1 Center.

9.3 Transitional costs funded by Charleston County: The County's projected Transitional costs are estimated at approximately \$1.7 million over three fiscal years, primarily to cover early hiring of high level staff and consultant expenses. These expenses will be borne by Charleston County, subject to budget approval by Charleston County Council. During the six months prior to cutover date, the County will pay dispatcher training/certification fees for those dispatchers at participating centers who are hired or anticipated to be hired by the Consolidated 9-1-1 Center.

9.4 Transitional costs funded by participating Jurisdictions: Personnel staff time (including necessary overtime) involved in the initial Consolidated 9-1-1 Center related training of dispatchers who are hired or anticipated to be hired by the Consolidated 9-1-1 Center, will be borne by the participating dispatch agencies where they are employed prior to the cutover date. This will facilitate dispatchers at participating agencies being employed by the Consolidated 9-1-1 Center, while allowing them to remain at their current respective agencies until cutover date.

9.5 Operational: Operational costs involve costs to operate once Center becomes activated, including salaries, benefits, support staff, training and employee specific equipment and supplies (uniforms, headsets, etc.), systems maintenance and support costs, facility maintenance, utilities, other indirect costs (factored in projections at 10%), and capital replacement fund to provide future funding toward capital improvement plans such as lifecycle replacement of systems and equipment, NG9-1-1 upgrades and building renovations.

9.6 Operational costs, projected at approximately \$10.5 million in FY12 (first possible year of Consolidated 9-1-1 Center Operations), increasing annually at a rate of 4% per year as shown on Attachment A, are to be handled through Charleston County taking on all operational costs on an incremental basis, as follows:

A. First year of Consolidated Dispatch operations (potentially FY-12): Participating jurisdictions will pay 100% of their "status quo" costs (costs they would otherwise incur for continuing their own dispatch operations). Attachment A includes each jurisdiction's future projected "status quo" costs. For the first operational year of the Consolidated 9-1-1 Center, each jurisdiction will pay Charleston County an amount equal to their status quo costs as shown on this chart (given by fiscal year). **If the first year of consolidated dispatch operations is FY-12, then the jurisdictions will pay the full status quo amount indicated for FY-12.**

B. Second year of Consolidated Dispatch operations (potentially FY-13): Participating jurisdictions will pay approximately 50% of their "status quo" costs. Attachment A will be used and each jurisdiction will pay Charleston County an amount equal to 50% of their status quo costs as shown on this chart (given by fiscal year). **If the second year of consolidated dispatch operations is FY-13, the jurisdictions will pay 50% of the full status quo amount indicated for FY-13.**

C. Third year and beyond: Charleston County will take on the full costs of Consolidated Dispatch.

9.7 Operational Funding as it relates to areas outside of Charleston County:

Special financial arrangements will be worked out between Charleston County and those entities which have areas outside of Charleston County which are within their jurisdiction, to ensure that these citizens being served by the center are paying a portion of costs.

9.8 Existing Funding (funding currently used for 9-1-1 service provision and expected to continue):

Wireline and wireless 9-1-1 surcharges currently fund countywide 9-1-1 equipment, call counting software, networking/connectivity, logging recorders and mapping for the PSAPs. Uses for 9-1-1 funding may expand in the future, per legislative changes. Charleston County will make use of 9-1-1 funds wherever possible.

9.9 Radio System funding: The countywide radio system funding structure is not expected to change with the advent of consolidation. The Consolidated Center will be responsible for operational costs associated with connectivity to the County's Radio system and the maintenance costs of radio dispatch consoles.

9.10 Grant Funding: Applicable grants will be sought in order to assist in funding Charleston County's Consolidated Dispatch Center.

9.11 Other Services Funding: Funding of desired other services, such as municipal administrative call-taking or other non-emergency functions, will be identified by participating jurisdictions early in the planning stage. The participating agency requesting other services will reach a separate agreement with Charleston County related to the compensation for other services, following review and recommendation by the Consolidated Dispatch Board.

10.0 EQUIPMENT: Equipment and furnishings for the 9-1-1 Center shall be purchased in the County's name and be the property of Charleston County. The purchase and maintenance of all equipment necessary to **receive** calls, radio transmissions, and data at the locations (or vehicles) of participating jurisdictions will be the responsibility of the jurisdictions. The parties may engage in cooperative purchasing activities, including but not limited to use of SC State Contracts.

Charleston County and the participating jurisdictions will cooperate together and with local, state and federal agencies in order to maximize interoperability and economies of scale, grant-funding, and other means to reduce costs for equipment and operations. The Center Director, working with the Board, will develop uniform standards for a multi-jurisdictional Computer Aided Dispatch (CAD) system with expandable ports for multiple interfaces such as Records Management System (RMS), Fire Reporting, EMS Reporting and message switching for MDTs or other data-sharing interfaces. Each jurisdiction will be responsible for purchasing and maintaining its own records/data management module and related CAD interface. Access to internal CAD information via the internet may also be an option, and will be funded by each participating jurisdiction. All participating jurisdictions, including those jurisdictions electing not to purchase separate modules and interfaces, will have access to their jurisdiction's call counts and calls for service CAD data upon

request to the Center.

11.0 DURATION OF AGREEMENT - WITHDRAWAL: The initial duration of this Agreement shall be for a period of five (5) years from the date hereof, and thereafter shall be automatically extended for consecutive two (2) year periods unless terminated by the parties. In the event that any party desires to withdraw from this Agreement, said party must give 12 months' advance written notice to the other parties, and the withdrawal shall take effect only as of the beginning of the succeeding fiscal year of the County, unless otherwise agreed between the parties. (By way of example and not in limitation, if notice is delivered later than the end of business June 30 of a given year, the Agreement shall continue until the end of the following fiscal year. Notice delivered June 30, 2007, equals withdrawal June 30, 2008. Notice given July 1, 2007, or later, equals withdrawal June 30, 2009.)

12.0 ADMISSION OF NEW JURISDICTIONS: Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the majority of participating governing bodies, upon recommendation by the Consolidated Dispatch Board, with terms and conditions as agreed upon.

13.0 MEDIATION: Any controversy between the members with regard to the application or interpretation of this Agreement shall be submitted to the Consolidated Dispatch Board for resolution. If the Board's action does not resolve the controversy, it may be submitted for mediation. Upon failure of mediation, each party reserves all rights and remedies otherwise available under South Carolina law.

14.0 RESPONSIBILITY FOR LOSS: Each participating jurisdiction agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists.

15.0 SEVERABILITY: Should any part of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

16.0 EXECUTION: This Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement, or any amendment thereto, shall be deemed adopted upon the date of execution by the last so authorized representative.

17.0 SIGNATURES: Each party to this Agreement shall sign a signature page to constitute valid execution.

18.0 ENTIRE AGREEMENT: This document encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless made in writing and signed by all members.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
22nd day of January, 2008.

FOR CHARLESTON COUNTY:

WITNESSES

[Signature]

Marie M. Schuetz

[Signature] (Seal)
McRoy Canterbury, Jr., Administrator

WITNESSES

[Signature]

[Signature]

[Signature] (Seal)
J. Al Cannon, Jr., Sheriff

L. Robert Kimball and Associates (08/28/07)

STATE OF SOUTH CAROLINA)
) **ADDENDUM TO INTERGOVERNMENTAL AGREEMENT**
COUNTY OF CHARLESTON)

THIS ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT FOR THE CHARLESTON COUNTY CONSOLIDATED 9-1-1 CENTER (hereinafter "Addendum") made this 6th day of Jan, 2010 ~~2009~~, by and among the undersigned jurisdictions to include Charleston County, City of Charleston, City of North Charleston, Town of Mt. Pleasant, City of the Isle of Palms, City of Folly Beach, the St. Johns Fire Department, St. Andrews PSD Fire Department and the James Island PSD Fire Department.

WITNESSETH:

WHEREAS, a feasibility study completed in April 2007 determined that the jurisdictions and residents of Charleston County would benefit greatly from increased interoperability and quicker emergency response by the establishment of a consolidated 9-1-1 center providing services to Charleston County and its jurisdictions and emergency response agencies; and

WHEREAS, on January 22, 2008, County Council finalized an intergovernmental agreement with multiple jurisdictional entities which set forth agreement and responsibilities to establish and maintain a consolidated Public Safety Answering Point, to be hereafter known as "Charleston County Consolidated 9-1-1 Center" or "the Center"; and

WHEREAS, the intergovernmental agreement for consolidating 9-1-1 services formed the Charleston County Consolidated Dispatch Board, including multi-jurisdictional representation from law enforcement, fire and EMS entities within Charleston County; and

WHEREAS, the City of Charleston has requested to become full participants in the Intergovernmental Agreement for the Charleston County Consolidated 9-1-1 Center,

WHEREAS, the Consolidated Dispatch Board has unanimously recommended approval of the City of Charleston's request to become full participants in the intergovernmental agreement, and

WHEREAS, the Parties agree to cooperate and work together for a smooth transition; and

NOW, THEREFORE, in consideration of these mutual promises and covenants set forth in this Addendum and the above-referenced recitals, which are incorporated herein by reference, the County hereby acknowledges that the City of Charleston is a full participant in the Intergovernmental Agreement for the Charleston County Consolidated 9-1-1 Center. based on the following terms, conditions, and specifications:

1.0 PURPOSE: The purpose of this Addendum is to accept the City of Charleston's request to become full participants in the intergovernmental agreement for the Charleston County Consolidated 9-1-1 Center. This Addendum is based upon Section 12.0 of the intergovernmental agreement, which states that *"Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the majority of participating governing bodies, upon recommendation by the Consolidated Dispatch Board, with terms and conditions as agreed upon."*

2.0 CONSOLIDATED DISPATCH BOARD MEMBERSHIP: Section 6.1 is hereby revised to expand the Consolidated Dispatch Board to include two additional voting members as follows:

City of Charleston: 2 (Police Chief & Fire Chief)

3.0 BOARD QUORUM: Section 6.3 (C) is hereby revised to reflect that **six voting members** shall constitute a quorum.

4.0 REVISION TO ATTACHMENT A: Attachment A is hereby revised to include the agreed upon estimated costs of the City of Charleston Fire Department dispatch operations for Fiscal Year 2010 and beyond, with revisions as shown on the Revised Attachment A.

This Addendum represents no additional changes to the Intergovernmental Agreement for the Charleston County Consolidated 9-1-1 Center.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6th day of Jan., 2010, 2009

WITNESSES:

Debra Matthews
Larry J. Noxa

City of Charleston
Joseph P. Riley, Jr., Mayor (Seal)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
16th day of Dec., 2009.

FOR CHARLESTON COUNTY:

WITNESSES

[Signature]

Marie Schuezy

[Signature]

(Seal)
Teddie Pryor, County Council Chairman

WITNESSES

Marie Schuezy

[Signature]

[Signature]

(Seal)
J. Al Cannon, Jr., Sheriff

(Separate signature pages for the other participating jurisdictions follow)

REVISED ATTACHMENT A AS PROPOSED SEPTEMBER 2009 FOR ADDENDUM ADDING THE CITY OF CHARLESTON AS A PARTICIPANT IN THE INTERGOVERNMENTAL AGREEMENT CHARLESTON COUNTY CONSOLIDATED 911 CENTER

Operations Costs - Status Quo - Do Nothing															
	FY 09	FY 10	FY 11			FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	Total On-going Operations Costs Fiscal Years 12-19	Total Fiscal Years 09-19
Total All Costs	\$10,059,540	\$11,027,218	\$11,469,307	\$11,927,039	\$12,404,121	\$12,900,285	\$13,416,297			\$13,952,949	\$14,511,067	\$15,091,509	\$15,695,170	\$109,898,435	\$142,453,500
9-1-1 Funded Recurring Costs	\$855,713	\$889,941	\$925,539	\$962,560	\$1,001,063	\$1,041,105	\$1,082,750			\$1,126,060	\$1,171,102	\$1,217,946	\$1,266,664	\$8,869,250	\$11,540,443
City of Charleston	\$1,459,128	\$2,082,789	\$2,166,101	\$2,252,745	\$2,342,855	\$2,436,569	\$2,534,031			\$2,635,393	\$2,740,808	\$2,850,441	\$2,964,456	\$20,757,299	\$26,465,317
Isle of Palms	\$409,564	\$425,947	\$442,985	\$460,704	\$479,132	\$498,297	\$518,229			\$538,958	\$560,517	\$582,937	\$606,255	\$4,245,030	\$5,523,525
Mount Pleasant	\$1,380,531	\$1,435,752	\$1,493,182	\$1,552,909	\$1,615,026	\$1,679,827	\$1,746,812			\$1,816,684	\$1,889,352	\$1,964,926	\$2,043,523	\$14,308,859	\$18,618,323
North Charleston	\$1,243,296	\$1,293,028	\$1,344,749	\$1,398,539	\$1,454,480	\$1,512,660	\$1,573,166			\$1,636,093	\$1,701,536	\$1,769,598	\$1,840,382	\$12,886,453	\$16,767,525
Charleston County Sheriff's Office	\$1,944,045	\$2,021,807	\$2,102,680	\$2,186,787	\$2,274,258	\$2,365,228	\$2,459,838			\$2,558,231	\$2,660,560	\$2,766,983	\$2,877,662	\$20,149,547	\$26,218,079
Charleston County EMS	\$1,867,789	\$1,942,501	\$2,020,201	\$2,101,009	\$2,185,049	\$2,272,451	\$2,363,349			\$2,457,883	\$2,556,198	\$2,658,446	\$2,764,784	\$19,359,169	\$25,189,659
Folly Beach	\$235,859	\$245,293	\$255,105	\$265,309	\$275,921	\$286,958	\$298,436			\$310,374	\$322,789	\$335,700	\$349,126	\$2,095,488	\$2,831,745
James Island	\$205,601	\$213,825	\$222,378	\$231,273	\$240,524	\$250,145	\$260,151			\$270,557	\$281,379	\$292,634	\$304,340	\$2,131,003	\$2,772,807
St. Andrews	\$121,554	\$126,417	\$131,473	\$136,732	\$142,201	\$147,890	\$153,805			\$159,967	\$166,356	\$173,010	\$179,930	\$1,259,881	\$1,639,325
St. John's Island	\$336,460	\$349,919	\$363,915	\$378,472	\$393,611	\$409,355	\$425,730			\$442,759	\$460,469	\$478,888	\$498,043	\$3,487,327	\$4,537,622

Charleston County Consolidation														
	Planning & Transition			Operations Costs									Total On-going Operations Costs Fiscal Years 12-18	Total All
	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19			
Consolidated Center Costs	\$135,132	\$230,677	\$596,101	\$10,450,315	\$10,868,328	\$11,303,061	\$11,755,183	\$12,225,390	\$12,714,406	\$13,222,982	\$13,751,902	\$96,291,566	\$140,850,629	
9-1-1 Surcharge Funded Costs				\$517,272										
Operational Costs Funded by Participants				\$9,933,043										
Consulting Assistance	\$155,880	\$229,076	\$225,616										\$601,772	
County & Municipal Costs	\$19,059,546	\$11,027,218	\$11,469,307										\$32,555,065	
Difference Between "Do Nothing" Operations Costs vs. Consolidation Operations Costs	NA	NA	NA	\$1,476,724	\$1,535,793	\$1,597,225	\$1,661,114	\$1,727,558	\$1,796,661	\$1,868,527	\$1,943,268	\$13,606,869	\$1,602,872	

Note: This revision adds the City of Charleston Fire Department Dispatch Operational Costs, which were not included in the original Attachment A