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# City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

## Walterboro City Council Special Called Meeting

June 21, 2018

City Hall

5:00 P.M.

### A G E N D A

#### I. Call to Order:

1. Invocation.
2. Pledge of Allegiance.

#### II. Input on Agenda Items:

#### III. Old Business:

#### IV. New Business:

1. Consideration of Intergovernmental Agreement regarding Dispatch Services Between the City of Walterboro, Colleton County and the Colleton County Sheriff.

#### V. Executive Session:

1. Contractual Matter: Coastal Electric Franchise Agreement.

#### VI. ADJOURNMENT.

**THIS INTERGOVERNMENTAL AGREEMENT** (this "Agreement") is made and entered into as of July 1, 2018 (the "Effective Date") by and among the City of Walterboro, South Carolina a body corporate and politic and a municipal corporation of the State of South Carolina (the "City"), Colleton County, South Carolina, a body corporate and politic and a political subdivision of the State (the "County") and the Colleton County Sheriff, which is a department of the County (the "Sheriff").

**WITNESSETH:**

WHEREAS, the County's 911 Communication/Dispatch Center (the "Dispatch Center") is the public safety answering point for all law enforcement, fire, rescue, emergency medical and emergency management services within the County ("Dispatch Services"); and

WHEREAS, the City has historically provided certain personnel and equipment to the Sheriff (the "City Assistance") to aid and assist in the operations of the Dispatch Center and the provision of Dispatch Services; and

WHEREAS, while the City Assistance has been regularly budgeted and made available to the County, the parties believe that full operation of the Dispatch Center by the County will result in more efficient service and a better work environment for the employees of the Dispatch Center and will likely improve the health, safety and welfare of residents of all County residents; and

WHEREAS, the parties have determined that the City Assistance will be surrendered under the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the County hereby formally covenant, agree, and bind themselves as follows:

1. **Operations; Control.** Operation and control of the Dispatch Center is administered by the Sheriff. Through the operation of the Dispatch Center, the Sheriff shall be responsible for all Dispatch Services in the County, including all Dispatch Services in the City. For purposes of this Agreement, Dispatch Services shall include receiving calls for service and dispatching calls to the appropriate City public safety personnel.
2. **Term.** The term of the Agreement shall commence as of July 1, 2018 and shall continue in effect until the earlier of (1) June 30, 2023, or (2) the termination of this Agreement under the terms hereof.
3. **Termination.** Either party may terminate this Agreement for any reason upon at least twelve months, but no more than twenty-four months, written notice to the other party prior to termination. No termination shall be effective until the then current fiscal year of each party hereto (the fiscal year of either party hereto ends June 30), plus twelve months. Written notice of termination shall be provided to the respective parties detailed in the Notice section herein below.

4. **Financial Obligation.** For the Dispatch Services provided under this Agreement, the City shall initially pay the County the sum of One Hundred Sixty-Two Thousand and 00/100 Dollars (\$162,000.00) for recurring costs and Thirteen Thousand and 00/100 Dollars (\$13,000) in certain onetime initial costs for year one (7/1/18 – 6/30/19) of this Agreement; such amount has been determined on the basis of the costs associated with the current employment of four full-time dispatch positions, which have in the past been provided as the City Assistance, plus certain one-time costs. In year two (7/1/19 – 6/30/20) and all subsequent years of this Agreement, the City shall pay recurring costs to the County based at the sum of One Hundred Sixty-two Thousand and 00/100 Dollars (\$162,000.00) for Dispatch Services rendered to the City under this Agreement. The funding provided under this agreement for the prior fiscal year recurring costs may be increased each year by the increase of the consumer price index (as such term is defined in Section 6-1-300 of the Code of Laws of South Carolina 1976, as amended) for the most recently released twelve-month period consisting of January through December (for 7/1/2020 – 6/30/2021 that would be 1/1/2019 – 12/31/19). The County shall notify the City by April 1 prior to the start of each fiscal year as to any planned funding adjustments. In the discretion of the City, payments of the fees due and payable under this agreement (including the initial payment) may be made in quarterly installments payable by no later than July 15, October 15, January 15 and April 15 of each fiscal year.
5. **Audit; Records.** The County shall maintain proper records (both financial and administrative) of the Dispatch Services. The County shall be responsible for maintaining all records relating to the services performed. To the extent the City has concerns as to expenditure of funds related to Dispatch Services and provided under the terms hereof, the City may request and the County shall provide an accounting of all such funds and the expenditure thereof.
6. **Personnel; Records.** The Dispatch Services provided pursuant to this Agreement shall be performed by the communications personnel of the Sheriff. Other than the financial obligation required under this Agreement, the City shall not be deemed to employ any persons providing the Dispatch Services and shall not have any responsibility for employees at the Dispatch Center. To this end, the City shall have no obligation for paying or maintaining insurance coverage, including, but not limited to worker's compensation coverage for any personnel at the Dispatch Center or other personnel employed by the County.
7. **Level of Service.** By the terms of this Agreement, the County shall be solely responsible for all Dispatch Services in the County, including all Dispatch Services for the City. The level and quality of the Dispatch Services, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the Dispatch Services shall be solely controlled by the County. To the extent the City is dissatisfied with the quality of Dispatch Services provided under this Agreement, the parties agree to convene a meeting and work in good faith to solve any service concerns.

8. **No Third Party Beneficiaries.** The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this Agreement to assume any contractual obligation to anyone other than the County. The County and City do not intend that there be any third-party beneficiaries to this Agreement.
9. **No Assignment.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.
10. **Amendments.** This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
11. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation of this Agreement shall be governed by the laws of the State of South Carolina.
12. **Notice.** Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

Colleton County Sheriff's Office  
Attn: Sheriff of Colleton County  
112 South Miller Street  
Walterboro, SC 29488

City of Walterboro  
Attn: City Manager  
242 Hampton Street  
Walterboro, SC 29488

Colleton County  
Attn: County Administrator  
PO Box 157  
Walterboro, SC 29488

13. **Entire Agreement.** The parties hereto agree that this Agreement constitutes the entire Agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing, and effective only when signed by the authorized agents of the parties.
14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.
15. **Severability.** In the event that any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full

force and effect to the extent the remainder can be given effect without the invalid provision.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

**CITY OF WALTERBORO, SOUTH CAROLINA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**COLLETON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**COLLETON COUNTY SHERIFF**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_