

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Resolution - Involuntary Commitment Transportation Interlocal Agreement**

**From:** Kenneth J. Shultz, Police Chief

**Meeting Date:** October 7<sup>th</sup>, 2019

**Public Hearing:** N/A

**Advertising Date /  
Advertised By:** N/A

**Attachments:** Interlocal Agreement

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#### **PURPOSE:**

Request to approve an Involuntary Commitment Transportation Interlocal Agreement between Greensboro, Guilford County, Gibsonville and High Point in order to comply with North Carolina General Statute §122C-251 (Session Law 2018-33). This law requires that a city or county shall adopt a plan for the transportation of respondents in involuntary commitment proceedings.

#### **BACKGROUND:**

NC Legislature has updated requirements pertaining to mental health treatment through North Carolina General Statute §122C-251. The purpose of this law is to identify and mandate which agency is responsible for the transportation of respondents of involuntary commitments. This can include transport to treatment facilities within Guilford County and transportation of the respondent back home upon completion of the treatment. Residency of the respondent is a primary determiner of agency responsibility.

#### **BUDGET IMPACT:**

The funding for salary and equipment expenses necessary to comply with this Statute will be covered through routine operational funding located in the adopted Police Operational Budget.

#### **RECOMMENDATION / ACTION REQUESTED:**

The Police Department is requesting that City Council adopt a resolution approving this Interlocal Agreement to ensure compliance with statutory mandates.

**RESOLUTION AUTHORIZING THE EXECUTION OF  
AN INTERLOCAL AGREEMENT BETWEEN GUILFORD COUNTY, THE CITY OF  
GREENSBORO, NC; HIGH POINT, NC; AND THE CITY OF GIBSONVILLE FOR  
INVOLUNTARY COMMITMENT AND TRANSPORTATION**

**BE IT RESOLVED**, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement and necessary attachments between Guilford County, the City of Greensboro, the City of High Point, and the City of Gibsonville regarding the Interlocal Agreement for Involuntary Commitment and Transportation, subject to any necessary pre-audit certifications thereon by the Finance Director, and approval as to form by the City Attorney. The original Agreement is incorporated herein by reference.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor Jay W. Wagner

\_\_\_\_\_  
Lisa B. Vierling  
High Point City Clerk

**THE STATE OF NORTH CAROLINA**

**GUILFORD COUNTY**

**INTERLOCAL AGREEMENT FOR INVOLUNTARY COMMITMENT AND  
TRANSPORTATION**

**BETWEEN GUILFORD COUNTY, THE CITY OF GREENSBORO,  
THE CITY OF HIGH POINT AND THE TOWN OF GIBSONVILLE  
NORTH CAROLINA**

**WITNESSETH:**

This Agreement is made and entered into effective as of the 1<sup>st</sup> day of October 2019, by and between the COUNTY of GUILFORD, by and through its Board of Commissioners (“COUNTY”), the CITY OF GREENSBORO, by and through its City Council (“GREENSBORO”), the CITY OF HIGH POINT, by and through its City Council (“HIGH POINT”) and the TOWN OF GIBSONVILLE, by and through its Board of Aldermen (“GIBSONVILLE”).

**WHEREAS**, North Carolina General Statute §122C-251 (Session Law 2018-33) requires that a city or county shall adopt a plan for the transportation of respondents in involuntary commitment proceedings and that private agency personnel may be designated to provide all or parts of the transportation required by said proceedings. Law enforcement, other affected agencies, and the area authority shall participate in the planning, and the plan must assure adequate safety and protections for both the public and the respondent. Private agency personnel when designated to provide transportation shall be trained and follow the applicable procedures set forth in Chapter 122C of the North Carolina General Statutes;

**WHEREAS**, this Agreement is required and authorized by State law and is adopted for the purpose of improving behavioral health access, providing quicker transportation of persons to health care facilities, and to lower confusion and delays in the administration of these services to the citizens of Guilford County.

**WHEREAS**, this Agreement will be effectuated by adoption of the attached Agreement between the Guilford County Sheriff’s Department, the Greensboro Police Department, the High Point Police Department and the Town of Gibsonville Police Department;

**WHEREAS**, Guilford County Board of Commissioners, Greensboro City Council, High Point City Council and the Town of Gibsonville Board of Aldermen have resolved that the following plan for the transportation and custody of respondents in involuntary commitment proceedings under Article 5 of Chapter 122C of the North Carolina General Statutes should be and therefore is hereby adopted:

**NOW, THEREFORE,** in accordance with the foregoing, which are incorporated hereby, the parties agree as follows:

1. **Agreement:** The attached Agreement for Involuntary Commitment Transportation is hereby adopted pursuant to N.C.G.S. §122C-251.
2. **Liability:** To the fullest extent permitted by law, each party to this Agreement will be responsible for its own acts and omissions under this Agreement and for any liability resulting therefrom. In the event that the alleged acts or omissions of one party, or of its employees or officials, under this Agreement lead to a claim of derivative liability against another party to this Agreement, or against its employees or officials, the former shall indemnify and hold harmless the latter with respect to all such claims, including but not limited to attorney's fees and other costs of defense.
3. **No Agency:** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of principal-agent or master-servant between any party (and/or its officers and employees) and another party (and/or its officers and employees).
4. **Execution:** Separate copies of this Agreement may be executed by the parties and signature pages or copies thereof brought together to form the completed document. This Agreement shall become effective upon execution by all parties and ratification by resolutions of the Guilford County Board of Commissioners, the Greensboro City Council, the High Point City Council, and the Town of Gibsonville in accordance with N.C.G.S. §160A-461.

**SIGNATURES ON FOLLOWING PAGES**

**GUILFORD COUNTY**

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**Marty Lawing**  
**County Manager**

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**CITY OF GREENSBORO**

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**David Parrish**  
**City Manager**

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**Chuck Watts**  
**City Attorney**

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**CITY OF HIGH POINT**

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**Greg Demko**  
**City Manager**

**APPROVED AS TO FORM:**

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**JoAnne Carlyle**  
**City Attorney**

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**TOWN OF GIBSONVILLE**

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**Ben Baxley**  
**Town Manager**

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**Douglas Hoy**  
**Town Attorney**



## **AGREEMENT FOR INVOLUNTARY COMMITMENT TRANSPORTATION** **(Law Enforcement Agency Responsibility)**

**Participating Agencies:**                      Guilford County Sheriff's Office ("GCSO")  
   Greensboro Police Department ("GPD")  
   High Point Police Department ("HPPD")  
   Gibsonville Police Department ("Gibsonville PD")

### **I.     Purpose:**

To identify which Agency is responsible for transporting those individuals who are the subject of an Involuntary Commitment Custody Order ("IVC Order") pursuant to N.C.G.S. §122C-251.

### **II.   Definitions:**

- IVC Order:    A Custody Order issued by a Magistrate or a Clerk of Court using one of these two forms: AOC-SP-302A or AOC-SP-302B or an Involuntary Commitment Custody Order entered by a District Court Judge.
- Respondent: The individual who is committed under an IVC Order.
- Area Facility: (Step # 1) A designated local mental health or medical facility (Moses Cone Hospital, Wesley Long Hospital, Wake Forest Baptist Health High Point Medical Center, RHA and Monarch). These are the "first examination site(s)" referenced in AOC-SP-302A.
- 24 Hour Facility: (Step #2) A health or medical facility where the Respondent is taken if the first examination if the Area Facility or other physician determines that the Respondent is mentally ill and requires inpatient commitment. At the 24 Hour Facility, a physician will conduct the Respondent's "second examination" within 24 hours of arrival. This is referenced in both AOC-SP-302A and AOC-SP-302B.

These facilities in Guilford County are Cone Behavioral Health, Moses Cone Hospital, Wesley Long Hospital, Wake Forest Baptist Health High Point Medical Center.

- District Court Hearing ("10 Day Hearing") (Step #3) If the medical examination at the 24 Hour Facility results in a finding that the Respondent is mentally ill and meets the criteria for inpatient commitment, the Respondent is held at the 24 Hour Facility until he/she has a hearing in District Court (usually at the 10 day mark). If the District Court Judge determines that further inpatient commitment is needed,

the Respondent will be taken back to the same or another 24 Hour Facility for inpatient treatment lasting for up to 90 days.

### **III. Jurisdiction:**

The GCSO has existing Mutual Aid Agreements with GPD, HPPD and Gibsonville PD. To the extent this Transportation Agreement requires GPD, HPPD or Gibsonville PD to take action to serve an IVC Order and/or transport a Respondent, inside Guilford County but outside of their respective municipal jurisdictions, then and in that event, the legal authority to do so is authorized by said Mutual Aid Agreements.

### **IV. Transportation Responsibilities for each Agency:**

#### **A. GCSO Duties**

##### **1. IVC Orders:**

(a). The GCSO will handle the service of IVC Orders upon the Respondent when the Respondent is physically located at an address in Guilford County, but outside of Greensboro, High Point and Gibsonville, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address out in the County, and when the Respondent has a home address in Guilford County (but outside of Greensboro, High Point and Gibsonville), the GCSO will continue to attempt to serve the Respondent at any other address inside the County until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address out in the County, and if the Respondent has a home address in Greensboro, High Point or Gibsonville, the GCSO will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

##### **2. Voluntary Respondents:**

When a Respondent has a home address inside Guilford County, but outside of Greensboro, High Point and Gibsonville, and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the GCSO will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

3. Jail Inmates:

Any inmate at Jail Central or the High Point Jail that is scheduled to be released and an IVC Order is issued at the request of the GCSO, then the GCSO will handle the service of the IVC Order and transport of the Respondent to the Area Facility or 24 Hour Facility, regardless of the inmate's home address.

4. Out of County Transports:

The GCSO will handle all transports of an IVC Respondent to any facility located in another county.

5. Subsequent Transports:

The GCSO will handle all subsequent transports pursuant to an IVC Order when the Respondent has a home address inside Guilford County, but outside of Greensboro, High Point and Gibsonville. Specifically, when the first examination at an Area Facility has been completed (Step #1), and the Respondent has a home address inside Guilford County, but outside of Greensboro, High Point and Gibsonville, the GCSO will handle all subsequent transports. (for example, to a 24 Hour Facility or other inpatient care facility to complete Steps #2 or #3.)

By agreement, GCSO will also transport Respondents with a home address in High Point or Gibsonville to and from the District Court Hearing (Step #3).

GCSO will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside Guilford County but outside of Greensboro, High Point and Gibsonville city limits.

**B. GPD Duties:**

1. IVC Orders:

(a). GPD will handle the service of IVC Orders upon the Respondent when the Respondent is physically located at an address inside Greensboro city limits, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address inside Greensboro city limits, and when the Respondent has a home address inside Greensboro, the GPD will continue to attempt to serve the Respondent at any other address inside Greensboro until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address inside Greensboro city limits, and if the Respondent has a home address in High Point or Gibsonville, the GPD will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). If the Respondent cannot be successfully served at the initial call address inside Greensboro city limits, and if the Respondent has a home address inside Guilford County but outside of Greensboro, High Point or Gibsonville, the GPD will pass the IVC Order to the GCSO, and the GCSO shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(e). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

2. Voluntary Respondents:

When a Respondent has a home address inside Greensboro city limits and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the GPD will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

3. Jail Inmates:

If any inmate at Jail Central or the High Point Jail has a home address inside Greensboro city limits and is scheduled to be released from the Jail, and is the Respondent in an IVC Order issued at the request of a third-party who is not employed by the GCSO (e.g., family member, friend, employer, etc.), then the GPD will handle the service of the IVC Order and transport of the Respondent to any Area Facility inside Guilford County for the first examination.

4. Out of County Transports:

The GPD will have no responsibility to transport an IVC Respondent to any facility located outside Guilford County.

5. Subsequent Transports:

The GPD will handle all subsequent transports inside Guilford County pursuant to an IVC Order, for all Respondents who have a home address inside Greensboro city limits. Specifically, when the first examination at an Area Facility has been completed (Step #1), and the Respondent has a home address inside Greensboro city limits, the GPD will handle all subsequent transports (for example to a 24 Hour Facility or other inpatient care facility to complete Steps #2 or #3) in Guilford County.

By agreement, GPD will also provide transportation for Respondents with a home address in High Point or Gibsonville for transfers between Step # 1 and Step # 2 when both facilities are located within the Greensboro city limits.

GPD will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside Greensboro city limits.

### C. HPPD Duties:

#### 1. IVC Orders:

(a). The HPPD will handle the service of IVC Orders upon the Respondent and the initial transport of the Respondent to an Area Facility or a 24 Hour Facility when the Respondent is physically located at an address inside High Point city limits, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address inside High Point city limits, and when the Respondent has a home address inside High Point, the HPPD will continue to attempt to serve the Respondent at any other address inside High Point until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address inside High Point city limits, and if the Respondent has a home address in Greensboro or Gibsonville, the HPPD will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). If the Respondent cannot be successfully served at the initial call address inside High Point city limits, and if the Respondent has a home address inside Guilford County but outside of Greensboro, High Point or Gibsonville, the HPPD will pass the IVC Order to the GCSO, and the GCSO shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(e). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

#### 2. Voluntary Respondents:

When a Respondent has a home address inside High Point city limits and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the HPPD will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

#### 3. Jail Inmates:

If any inmate at Jail Central or the High Point Jail has a home address inside High Point city limits and is scheduled to be released from the Jail, and is the Respondent in an IVC Order issued at the request of a third-party who is not employed by the GCSO (e.g., family member, friend, employer, etc.), then the HPPD will handle the service of the IVC Order and transport of the Respondent to any Area Facility inside Guilford County for the first examination.

4. Out of County Transports:

The HPPD will have no responsibility to transport an IVC Respondent to any facility located outside Guilford County.

5. Subsequent Transports:

The HPPD will handle all subsequent transports pursuant to an IVC Order inside Guilford County, when the Respondent has a home address inside High Point city limits, except for (1) transfers between Step # 1 and Step # 2 when both facilities are located within the Greensboro city limits (GPD will handle this transportation); and (2) the District Court Hearing (Step #3) (GCSO will handle this transportation).

By agreement, HPPD will also provide transportation for Respondents with a home address in Greensboro for transfers between Step # 1 and Step # 2 when both facilities are located within the High Point city limits.

HPPD will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside High Point city limits.

**D. Gibsonville PD Duties:**

1. IVC Orders:

(a). The Gibsonville PD will handle the service of IVC Orders upon the Respondent and the initial transport of the Respondent to an Area Facility or a 24 Hour Facility when the Respondent is physically located at an address inside Gibsonville city limits, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address inside Gibsonville city limits, and when the Respondent has a home address inside Gibsonville, the Gibsonville PD will continue to attempt to serve the Respondent at any other address inside Gibsonville until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address inside Gibsonville city limits, and if the Respondent has a home address in Greensboro or High Point, the Gibsonville PD will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). If the Respondent cannot be successfully served at the initial call address inside Gibsonville city limits, and if the Respondent has a home address inside Guilford County but outside of Greensboro, High Point or Gibsonville, the Gibsonville PD will pass the IVC Order to the GCSO, and the GCSO shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(e). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

2. Voluntary Respondents:

When a Respondent has a home address inside Gibsonville city limits and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the Gibsonville PD will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

3. Jail Inmates:

If any inmate at Jail Central or the High Point Jail has a home address inside Gibsonville city limits and is scheduled to be released from the Jail, and is the Respondent in an IVC Order issued at the request of a third-party who is not employed by the GCSO (e.g., family member, friend, employer, etc.), then the Gibsonville PD will handle the service of the IVC Order and transport of the Respondent to any Area Facility inside Guilford County for the first examination.

4. Out of County Transports:

The Gibsonville PD will have no responsibility to transport an IVC Respondent to any facility located outside Guilford County.

5. Subsequent Transports:

The Gibsonville PD will handle all subsequent transports pursuant to an IVC Order inside Guilford County, when Respondent has a home address inside Gibsonville city limits, except for: (1) transfers between Step # 1 and Step # 2 when both facilities are located within the Greensboro city limits (GPD will handle this transportation; (2) the District Court Hearing (Step #3) (GCSO will handle this transportation).

Gibsonville PD will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside Gibsonville city limits.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective October 1, 2019.

\_\_\_\_\_  
Danny Rogers, Sheriff  
Guilford County Sheriff's Office

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2019.\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL:



\_\_\_\_\_  
Chief Wayne Scott  
Greensboro Police Department

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2019.\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL:

CITY OF HIGH POINT

By: \_\_\_\_\_  
GREG DEMKO  
CITY MANAGER

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2019.\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL:

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\_\_\_\_\_  
Chief Ron Parrish  
Gibsonville Police Department

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE \_\_\_\_  
DAY OF \_\_\_\_\_, 2019.\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL: