

**STATE OF NORTH CAROLINA**

**COUNTY OF GASTON**

**INTERLOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS  
DISPATCH AND PUBLIC SAFETY COMPUTER SUPPORT  
CITY OF BELMONT**

**THIS AGREEMENT**, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF GASTON, a municipal corporation organized under the laws of North Carolina, ("City"), the COUNTY OF GASTON, a body politic organized under the laws of North Carolina ("County"), and the CITY OF BELMONT, a municipal corporation organized under the laws of North Carolina, ("Belmont").

**WITNESSETH**

**WHEREAS**, City and County have previously entered into an agreement dated April 26, 2012, ("Master Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though fully set forth herein, concerning the responsibilities of the City and County regarding the operation and maintenance of a combined telecommunications center, and of computer support for public safety systems within Gaston County; and

**WHEREAS**, the Master Agreement provided that additional public safety organizations located within or serving a portion of Gaston County may, in the future join the systems which are the subject of the Master Agreement and that the method by which, and when such agencies come into the system would be agreed upon in writing by the City and County and the public safety organization to be added; and

**WHEREAS**, Belmont has requested that its police department be added to the combined system and be provided certain services which are the subject of the Master Agreement; and

**WHEREAS**, the parties hereto are authorized to enter into this agreement by virtue of N.C.G.S. §160A-461.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Participating Jurisdiction. The purpose of this agreement is to add the Police Department of Belmont as a Participating Jurisdiction to the Master Agreement and to set forth the terms and conditions by which it will be added. Belmont shall be subject to and bound by the terms and conditions of the Master Agreement.
2. Information Technology Services Provided. Belmont shall be entitled to receive services as a Full User of the New World system to the same extent that other current and future participating jurisdictions receive those services. No radio maintenance will be provided to Belmont under this agreement.
3. Service Level Agreement: City shall provide services as defined in Exhibit “B”.
4. Emergency Service Telecommunications Services: County agrees to provide emergency telecommunications services to Belmont. County agrees to dispatch the appropriate emergency response agencies, per the policies established between County and Belmont.
5. Cost Sharing Methodologies and Percentages. The costs allocable to Belmont for services provided in this agreement shall be determined as set forth in Paragraph 8 of the Master Agreement and the reference exhibit. The costs allocable to the parties for the first year of this agreement are as set forth in the Excel spreadsheet attached hereto as Exhibit “B” and incorporated herein by reference. Costs allocable to the parties shall be reviewed and adjusted on an annual basis.
6. Term. The term of this agreement shall begin on the date of execution hereof by all parties and shall extend until June 30<sup>th</sup>, 2022 (“Initial Term”). It is the intent of the parties that the term of this agreement shall run concurrently with the Master Agreement. The parties further agree that this agreement shall be automatically extended at the end of the Initial Term for a five year period, provided, however, that any party may withdraw at the end of the initial Term by giving written notice to all participating jurisdictions not less than twenty-four (24) months prior to the end of the initial term. Withdrawal from this agreement shall constitute withdrawal from the Master Agreement, and withdrawal from the Master Agreement shall constitute withdrawal from this agreement.
7. Invoices for Services Rendered. For the fiscal year ending June 30, 2017, City and County shall invoice Belmont on a quarterly basis for all services provided to Belmont hereunder in the amount equal to Belmont’s percent of supported devices and users subject to the Master Agreement and such invoices shall be paid within 30 days of receipt. Amounts to be billed for future years shall be determined as set forth in the Master Agreement and shall be billed on a quarterly basis. Unbilled items from the previous quarter should be included in the next quarterly billing and should any additional appropriations be needed, Belmont is expected to seek any additional appropriations from its governing body in order to ensure that payments of invoices will not be delayed.

8. PSSSC. Belmont shall appoint two members to the Public Safety Systems Steering Committee (“PSSSC”). The appointees shall be those persons holding the positions set forth in the Master Agreement.
9. Deficiencies in Service and Dispute Resolution. Any claims or disputes arising between the parties shall be resolved as set forth in Paragraph 17 of the Master Agreement. To the extent that such claims or disputes involve Belmont, and a panel is appointed to engage in nonbinding mediation pursuant to the terms of Paragraph 17, Belmont shall be entitled to appoint one member to the panel in addition to the members appointed by the City and the County.
10. Notice. Any written notice to be given hereunder by any party to any other party shall be affected by certified mail, return receipt requested. Notice to the City shall be sufficient if addressed to the City Manager, P.O. Box 1748, Gastonia, North Carolina, 28053. Notice to the County shall be sufficient if addressed to the County Manager, P.O. Box 1578, Gastonia, NC 28053. Notice to Belmont shall be sufficient if address to the City Manager, 115 N Main St Belmont, NC 28012
11. Entire Agreement. This agreement including the attached Exhibits constitutes the entire agreement between the parties, and no party shall be bound by any requirement which is not specifically stated herein.
12. Waiver of Immunity/Third Party Liability: No portion of this Agreement shall be deemed to constitute a waiver of any immunities which any party or its officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either part to any persons not a party to this Agreement.
13. Severability: If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.
14. Applicable Law: This Agreement shall be interpreted, construed, and government by the State of North Carolina.
15. Amendments: Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto.
16. Iran Divestment Act: As of the date of this agreement, neither party to this agreement is listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Each Party further certifies that it will not utilize any subcontractor on the list.

17. E-Verify Requirements: Each party certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Each party agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, City and County have signed and sealed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

GASTON COUNTY

By: \_\_\_\_\_  
Tom Keigher, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

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

\_\_\_\_\_  
County Finance Director

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_ Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this date and acknowledged that she is the Gaston County Clerk and that by authority duly given and as the act of the municipal corporation, the Foregoing instrument was signed in its name by its Chairman of its County Board of Commissioners, sealed with its corporate seal and attested by her as its County Clerk.

WITNESS my hand a Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

CITY OF GASTONIA

By: \_\_\_\_\_  
John D. Bridgeman, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
City Finance Director

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_ Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

CITY OF BELMONT

By: \_\_\_\_\_  
Charlie Martin, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
City Finance Director

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_ Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Belmont City and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

*Agree1333*

## **Exhibit A**

This SLA covers the desktop computers, laptops, printers and networking equipment, as well as the Public Safety software. An inventory listing will be provided to the Client in the November-December timeframe on a yearly basis, in order for the Client to make corrections and additions and to lock in the equipment counts for the next budget year.

The SLA does not apply in circumstances that could be reasonably said to be beyond City IT's control. For instance issues with third party vendors, severe weather, emergencies of natural or manmade origin, or acts of god.

### City IT's Responsibilities:

City IT will provide services and maintain the Client's user environment.

Additionally, City IT will:

- Ensure relevant software, services and equipment are available to the Client in line with the service levels described below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communications with the Client at all times.
- Provide Public Safety Application Support
  - Public Safety Information Technology division will be involved with the implementation of the LERMS (Law Enforcement Records Management System) and the Mobile applications utilized for field reporting. Also various other ancillary applications that support LE operations.
    - Preliminary Planning and configuration specifically designed toward the Client.
    - Training will consist of "Train the Trainer" approach for knowledge transfer and in order to expedite future user orientation. Training will also be available where updates are deemed necessary regarding changed or new application functionality.
  - Public Safety Information Technology Division will also provide support for all interlocal PS applications.
  - First line (local) support will be available through various reporting methodologies depending upon the urgency of the issue at hand. Email, phone and internet resources will be available.
  - Any issues that require vendor support will be established, that will include periodic status updates until the issue is resolved or alternate solutions have been provided.



- Public Safety Information Technology, in accordance with all participating agency operations, evaluate and maintain the latest versions of public safety software with the vendor.
- Liaisons within the Public Safety IT Division will be assigned for communicating any additional concerns or software enhancement suggestions.

#### Client Responsibilities:

The Client will use the IT system as intended.

Additionally, the Client will:

- Be responsible for providing all hardware equipment, which will include desktop computers, laptops and all network components needed to provide connectivity.
- Desktops and laptops will be replaced with units similar to the equipment used by the other agencies with prior approval from City IT.
- Notify City IT of issues or problems in a timely manner.
- Provide City IT with access to equipment and software for the purpose of maintenance, updates and fault prevention.
- Maintain good communications with City IT at all times.
- Software Licensing:
  - The Client agrees to maintain valid Windows operating system licenses that allows BitLocker and Endpoint Protection to be installed on all desktop stations and laptops. The Client is responsible for retaining all records pertaining to these licenses and sharing the license information with City IT.
  - The Client agrees to maintain a valid Microsoft Office license for all desktops/laptops that require the software. The Client is responsible for retaining all records pertaining to these licenses and sharing the license information with City IT. City IT will notify the Client to budget for Office365 licenses when it has been determined that the City will be migrating to the new software platform. The Client agrees to purchase or upgrade the necessary software license to enable a migration to Office365.
  - The Client agrees to purchase NetMotion licenses for all mobile units. Renewals will be handled by City IT and addressed in the quarterly billing to the Client.
  - The Client has agreed that the Public Safety Outlook mailboxes will reside with the City of Belmont.
- Appoint an agency liaison to coordinate with the City IT Public Safety IT Division.

## **City IT Service Levels**

### Desktop computers

- City IT will respond to a Client issue within 4 business hours of notification.
- This may be in the form of an email or telephone call to provide assistance or request further information.
- If necessary City IT will dispatch a Technician to the Client's site within 2 normal business days of notification of a problem.
- If the Technician needs to use a manufacturer's warranty to get equipment serviced, this will be out of City IT's control for time needed for repair.
- Any replacement parts not covered by the manufacturer's warranty are the fiscal responsibility of the Client.
- City IT will perform any labor needed to replace parts.

### Laptop computers

- If service is required, the Client will deliver the laptop to City IT.
- City IT will work on a first come first served system attempting to initiate diagnosis of the issue immediately after arrival.
- If the Technician needs to use a manufacturer's warranty to get equipment serviced, this will be out of City IT's control for time needed for repair.
- Any replacement parts not covered by the manufacturer's warranty are the fiscal responsibility of the Client.
- City IT will perform any labor needed to replace parts.

### Printers

- City IT will be responsible for connectivity issues with the printer.
- City IT will assist with diagnosis of any physical problems with the printer.
- Any toner, parts, repair or replacement of the printer is the responsibility of the Client.

### Internet connection

- City IT will initiate repairs to interrupted Internet service within 1 normal business hour after the interruption is reported.

### Public Safety Software

- There will be periods when the software is unavailable due to maintenance issues. These will normally be scheduled in advance with notification to the Client. Otherwise City IT

will initiate repairs to software issues within 1 normal business hour after City has been notified of an issue.

#### Business Day

- A normal business day is defined as 8:00 a.m. until 5:00 p.m., Monday through Friday excluding holidays recognized by City IT. A list of holidays can be provided to the Client upon request.

#### After Hours

- Emergency support is provided after normal business hours by calling the City IT on-call number: 704-214-9032. An emergency is defined as any event where the Client's mobile laptops are unable to use the Public Safety application.

#### Resolution Times

- City IT will always endeavor to resolve problems as swiftly as possible. However, City IT is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

## **Exit Strategy**

If it is decided that the Client will no longer be participating in the agreement, the separation of the computer systems will be done as follows:

It will be the Client's responsibility to coordinate with Tyler/New World to write data extraction scripts or create tools that will allow the City IT staff to extract all of the Client's records and CAD data or the Client will have the option to leave the data within the New World system and the Client will have read only access to the data. If the Client opts to leave the data, the networking components will remain in place and active. If maintenance is required for the networking components, the Client will be charged an hourly rate, which will be determined prior to the last day of the agreement.

On the last day of the agreement:

- At approximately 5pm on the last day of the agreement, the laptops will be removed from our network by deleting their NetMotion license from our system. Since the laptops will be encrypted, and now unable to connect into the City network, they will be inoperable. City IT may request, and the Client will provide access to all computers to take further action to erase anything on the computer hard drive to protect confidentiality of the information. The computers can be reused by the Client by having their hard drives reformatted and rebuilt. The rebuilding process will be the responsibility of the Client
- The desktop computers will be removed from our system. City IT will request, and the Client will provide access to all computers to take action to erase everything on the computer hard drive to protect confidentiality of the information. The computers can be reused by the Client by having their hard drives reformatted and rebuilt. The rebuilding process will be the responsibility of the Client.
- City IT will disable the network connectivity to the Client. All networking equipment purchased by the Client, will be the Client's full responsibility.
- City IT will backup the Client's data residing on the City IT system and provide it to the Client in a mutually agreed upon format.
- City IT will disable/delete all Client user accounts.
- City IT will extract the Client's public safety data and provide it to the Client in a mutually agreed upon format.