



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Police Department

Board Action

File #: 19-271

Commissioner Chad Brown - Police Department - To Approve Interlocal Agreement Providing for Telecommunications Dispatch and Public Safety Computer Support for the Town of Cramerton

STAFF CONTACT

Chief J. D. Ramey - Gaston County Police Department - 704-866-3321

BUDGET IMPACT

No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County and the City of Gastonia entered into an agreement dated April 26, 2012 regarding the operation and maintenance of a combined telecommunications center, and of computer support for public safety systems within Gaston County. The agreement provided that additional public safety organizations located within or serving a portion of Gaston County may, in the future join the systems and would be agreed upon in writing by the City and County and the public safety organization to be added. Cramerton 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. The costs allocable to Cramerton for services provided in this agreement are determined as set forth in the master agreement.

POLICY IMPACT

N/A

ATTACHMENTS

Interlocal Agreement - Cramerton

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	JBrown	AFraley	BHovis	TKelgher	TPhilbeck	RWorley	Vote
2019-186	06/25/2019	TK	AF	AB	A	A	A	A	AB	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

STATE OF NORTH CAROLINA

COUNTY OF GASTON

**INTERLOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS
DISPATCH AND PUBLIC SAFETY COMPUTER SUPPORT
TOWN OF CRAMERTON**

THIS AGREEMENT, made and entered into this the 3rd day of June, 2019, 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"), the **CITY OF BELMONT**, a municipal corporation organized under the laws of North Carolina, ("Belmont") and the **TOWN OF CRAMERTON**, a municipal corporation organized under the laws of North Carolina, ("Cramerton").

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-1" 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, the Master Agreement was amended when Belmont entered into said agreement by written instrument dated July 5, 2016; and

WHEREAS, Cramerton 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 Cramerton as a Participating Jurisdiction to the Master Agreement and to set forth the terms and conditions by which it will be added. Cramerton shall be subject to and bound by the terms and conditions of the Master Agreement.
2. Information Technology Services Provided. Cramerton 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 Cramerton under this agreement.
3. Service Level Agreement: City shall provide services as defined in Exhibit "B-1".
4. Cost Sharing Methodologies and Percentages. The costs allocable to Cramerton 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.
5. Term. The term of this agreement shall begin on the date of execution hereof by all parties and shall extend until June 30th, 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.
6. Invoices for Services Rendered. For the fiscal year ending June 30, 2020, City and County shall invoice Cramerton on a quarterly basis for all services provided to Cramerton hereunder in the amount equal to Cramerton'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, Cramerton is expected to seek any additional appropriations from its governing body in order to ensure that payments of invoices will not be delayed.
7. PSSSC. Cramerton 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.

8. 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 Cramerton, and a panel is appointed to engage in nonbinding mediation pursuant to the terms of Paragraph 17, Cramerton shall be entitled to appoint one member to the panel in addition to the members appointed by the City and the County.
9. 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. Notice to Cramerton shall be sufficient if address to the Town Manager, 155 North Main St, Cramerton, NC 28032.
10. 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.
11. 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.
12. 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.
13. Applicable Law: This Agreement shall be interpreted, construed, and governed by the State of North Carolina.
14. Amendments: Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto.

15. B-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, County, Belmont and Cramerton have signed and sealed this Agreement this ____ day of _____, 2019.

GASTON COUNTY

By: _____
Tracy Philbeck, 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 _____, 2019.

Notary Public

My Commission expires: _____



CITY OF GASTONIA

By: Walker E. Reid III
Walker E. Reid, III, Mayor

ATTEST:

Sherry W. Dunaway
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.

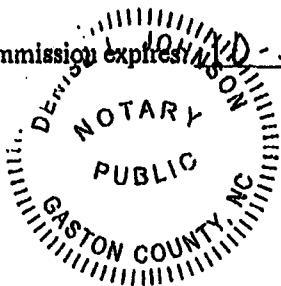
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Denise L. Johnson Notary Public of the aforesaid County and State, do hereby certify that Sherry W. Dunaway 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 20th day of May, 2019.

Denise L. Johnson
Notary Public

My Commission expires 10/30/2021



CITY OF BELMONT

By: Charlie Martin
Charlie Martin, Mayor

ATTEST:

Debra Brown
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney

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

Michelle Wood
City Finance Director

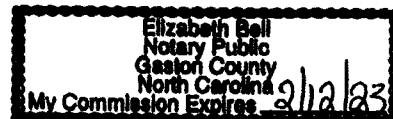
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Elizabeth Bell Notary Public of the aforesaid County and State, do hereby certify that Debra Brown 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 3rd day of June, 2019.

Elizabeth Bell
Notary Public

My Commission expires: 2/12/23



TOWN OF CRAMERTON

By: [Signature]
Will Cauthen, Mayor

ATTEST:

[Signature]
Town Clerk



APPROVED AS TO FORM:

[Signature]
Town Attorney

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

[Signature]
Town Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Belinda B. Robinson Notary Public of the aforesaid County and State, do hereby certify that Willene Cunningham personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Cramerton 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 Town Clerk.

WITNESS my hand a Notarial Seal, this the 23rd day of April, 2019.

[Signature]
Notary Public

My Commission expires: May 15, 2021



EXHIBIT A-1

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STATE OF NORTH CAROLINA

COUNTY OF GASTON

INTERLOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS DISPATCH, AND
PUBLIC SAFETY SYSTEMS COMPUTER SUPPORT

THIS AGREEMENT, made and entered into this 26 day of April, 2012, by and between the CITY OF GASTONIA, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City"), and the COUNTY OF GASTON, a body politic organized under the Laws of the State of North Carolina, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, in 1998 City and County entered into an Intergovernmental Agreement Providing For Combined Telecommunications, Police, Fire and EMS Records Management and Criminal Information Systems (hereinafter "the 1998 Agreement"); and

WHEREAS, County is the Public Safety Answering Point (PSAP) under NCGS 62A-40, et seq., and receives distributions from the State 911 Fund; and

WHEREAS, the operation and maintenance of a telecommunications center, and of computer support for public safety systems are proper governmental functions of both City and County; and

WHEREAS, both parties desire to continue their Intergovernmental relationship as to the telecommunications dispatch center, the management of applicable police, fire and EMS records and the level of technical and computer support being provided for public safety systems so as to enhance economy, efficiency, and the level of services provided to our citizens; and

WHEREAS, City and County have mutually developed a proposal to revise the Intergovernmental relationship as to the aforementioned matters that each has accepted; and

WHEREAS, this Agreement is intended to define the rights, responsibilities and duties of the parties hereto; and

WHEREAS, City and County are authorized to enter into this Agreement, by virtue of N.C.G.S. Sections 160A-461;

NOW, THEREFORE, for and in consideration of the following mutual promises and covenants, City and County hereby agree as follows:

1. **Agreement Representatives:** City and County shall each designate, in writing, a representative to serve as the respective manager or spokesperson of the respective entity in the implementation and ongoing administration of this Agreement.
2. **Facilities:** City and County shall each provide sufficient space in their respective facilities to house the physical equipment systems described hereinafter.
3. **Equipment:** City and County shall provide closely interrelated systems to continue the public safety computer system (hereinafter referred to as the "system") established by the 1998 Agreement as follows:

2012-104

- (a) A foundation computer system consisting of a fiber optic cable system connecting public safety facilities, local and wide area networking apparatus, building cable plants which are primarily Category 5+ or better, personal computers, printers and other necessary computer system devices and peripherals, network control and management servers, and office automation and data servers. The scope details for covered computing systems are defined in Exhibit D.
 - (b) A core application system consisting of computer software and server hardware which supports and enhances computer aided dispatch (CAD), police, fire and emergency medical records management (RMS), crime analysis, and jail management and geographic information systems (GIS). The scope details for covered application systems are defined in Exhibit D.
 - (c) A mobile data communications system and automatic vehicle location (AVL) based on global positioning system equipment (GPS) and related software, vehicular mounted computers and software which allows direct interface to the message switch associated with the foundation computer system. The scope details for covered mobile data communications systems are defined in Exhibit D.
4. **Ownership of Record for Core System Components:** The ownership of record for core system components will be the agency that budgets for and purchases each respective core system hardware or software. The budgeting agency will be determined during the initial fiscal year planning as per Exhibit B.
5. **Procurement and Maintenance Responsibilities:** For each of the systems described hereinabove, the parties shall be responsible for maintenance as follows:
- (a) **Foundation computer system**
 - 1. Procurement of all necessary fiber cable, connectors, patch panels and cables, and splicing services for the fiber optic plant which supports core system locations will be shared as specified in Exhibit C. Core system locations are locations housing systems that are shared by multiple jurisdictions. City will install fiber on City utility poles and coordinate the final installation and testing of the fiber plant which supports core system locations. City will maintain the fiber optic plant and charge County for maintenance materials, not including testing and repair tools and equipment. The expense and coordination for all fiber cable, fiber cable installation, utility pole usage, connectors, patch panels and cables which support non-core system locations (house systems used by only one jurisdiction) are the responsibility of the consuming jurisdiction, unless otherwise agreed upon in writing.
 - 2. Up front and recurring costs for all necessary local and wide area networking apparatus, network control and management servers, and office automation and data servers which supports core system locations and core application systems, will be shared as specified in Exhibit C. City will install, configure, test and maintain those components.
 - 3. Each participating jurisdiction will procure and maintain in-building cable plants for their respective facilities. All such cable plant designs and installations will be approved by the consolidated Public Safety System Steering Committee ("PSSSC"). Each participating jurisdiction will procure necessary personal computers, printers and related computer accessories and peripherals as needed to support their public safety agencies. Said components must be reviewed and approved before purchase by City. City will maintain and support approved equipment and devices. The costs of said maintenance will be shared as specified in Exhibit C.

(b) Core Application System

Procurement of the core application system and all vendor related costs to maintain the system will be shared as specified in Exhibit C. City will install, configure and maintain the core application system. The jail management system and server(s) will be physically installed in City's police department complex. The computer aided dispatch system and server(s) will be physically installed in County's emergency communication center. All other systems and servers will be installed in City's police department building to include records management system, crime analysis system, fire and EMS systems, and the back-up computer aided dispatch center. The costs required to support the operation of said systems will be shared as specified in Exhibit C.

City's Public Safety Information Technology ("IT") staff will develop and maintain the GIS (geographic information system) data required for the implementation and daily operation of the Public Safety System. The Gaston County Department of Planning & Development Services will be responsible for notifying City Public Safety IT of any street changes, street additions or annexations, which occur within any of Gaston County's municipal or unincorporated areas, at the time that these events are made known to them. It will be the responsibility of each municipality to notify the Gaston County Department of Planning & Development Services when these changes occur within their boundaries. City Public Safety IT will provide updated GIS boundary data to County IT GIS and Gastonia City IT GIS whenever changes are made to the police, fire, EMS or Sheriff boundary layers, in the Public Safety System.

(c) Mobile Data Communications System

Procurement of the central components of the mobile data communications system (such as the network controller, message switch interface, radio base stations) will be shared as specified in Exhibit C. The cost for in-car apparatus to equip vehicles is the responsibility of each respective participating jurisdiction. City will install, maintain and support the mobile data communications system and related central control equipment. The emergency communications staff at the County will operate and configure the central equipment. City will charge back the actual cost of parts and supplies used in maintaining in car equipment to each respective jurisdiction. The overall costs required to support the operation of said mobile data communications system in-car equipment will be shared as specified in Exhibit C.

6. **County-wide Emergency Service Telecommunications Services:** County agrees to provide county-wide emergency telecommunications services to all police, fire, and ambulance agencies currently receiving telecommunications services as specified in Exhibit A. County agrees to dispatch appropriate emergency response agencies, per the policies and procedures established between the respective agency and County. City and County understand that additional public safety agencies located within or serving a portion of Gaston County may, in the future, join the telecommunications system which is the subject matter of this Agreement. The method by which, and when, said agencies come onto the system shall be agreed upon, in writing between the City and County and such third party jurisdictions as they are individually added to the telecommunications system. Impact on the Public Safety Systems scope must be reviewed as prescribed in Exhibit D.
7. **Radio Maintenance:** Radio equipment shall be maintained by the City. City agrees to establish a formal preventive maintenance schedule and maintain all radio equipment utilized by the County's Emergency Communications Center, including all tower and radio transmission and receiving equipment. City agrees to maintain all records and data pertaining to the performance of radio maintenance. The cost required to support maintenance of radio equipment, and the associated records and data will be shared as specified in Exhibit C.

8. Cost Sharing Methodology and Percentages: The methodologies by which costs are shared between the jurisdictions participating in this agreement are outlined in Exhibit C. The result of the outlined methodology agreement for the first year of this agreement is an Excel spreadsheet attached hereto as Exhibit F. Exhibit F details each participating jurisdiction's percentage share of the total Public Safety System cost for the first budget year of this agreement. The parties to this Interlocal Agreement hereby agree that Exhibit F is a living document that could change yearly. Exhibit F is included as an example of the type of document that will be developed annually, during budget planning, for the purpose of establishing the fair share costs for all public safety system participating agencies.
9. Licensing and Compliance with Applicable Laws: City and County agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, orders, and decrees in effect at the time of this Agreement. The parties agree that later enacted laws, rules, regulations, ordinances, orders, and decrees may require modification of this Agreement. City and County agree to indemnify, defend, and hold harmless the other against any claim or liability arising from City's or County's violation of any such applicable laws, rules, regulations, ordinances, orders, or decrees, to the extent provided (or limited) by law.
10. Telecommunicators: The County shall manage all telecommunications operations supporting agencies specified in Exhibit A, and pay all telecommunicator wages, until otherwise agreed upon by parties hereto. On an annual basis the County will disclose planned use of 911 revenues. The Public Safety Systems Steering Committee ("PSSSC") as set forth in Exhibit B shall make recommendations for 911 funding allocation. Recommendations will be reviewed by the Communication center's managing entity for funding potential.
11. Non-Liability: City and County agree that in no event shall either County or City be liable or responsible to each other, or to other persons due to any stoppage or delay in work herein provided for, where such stoppages or delays result from acts of God, fire, war, legal or equitable proceeding, or any other cause which is outside the control of City or County.
12. Hours of Operation and Access to Systems: All systems described herein shall be available and maintained by the parties hereto, as specified in Exhibit E - Service Level Agreements.
13. Staffing of Facilities: City and County shall adequately staff all systems to ensure that the work described in this Agreement is satisfactorily completed.
14. Term: City and County agree that the duration of this Agreement shall begin on July 1st, 2012 and extends until June 30th, 2022 ("Initial Term"). The parties hereto further agree that this agreement shall be automatically renewed at the end of its 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 withdraw from participation in this Agreement which must be received by all other participating jurisdictions not less than twenty-four (24) months prior to expiration of the Initial Term. Annually, participating jurisdictions shall review and adjust annual costs, as specified in Exhibit C.
15. Division of Annual Management, Support, and Service Costs: Unless specified otherwise within this Agreement, all costs pertaining to this agreement are shared as specified in Exhibit C.
16. Invoices (Payments) for Services Rendered: Each party shall furnish to the other party, on a quarterly basis, invoices for services rendered hereunder, within forty-five days (45) days from the end of the quarter, and each party hereto agrees to pay said invoices within thirty (30) days after receipt of the same from the other party. Unbilled items from a previous quarter should be included in the next quarterly billing and should any additional appropriations be needed, the

paying party is expected to seek any additional appropriations from its governing body in order not to delay payment of such invoice.

17. Deficiencies In Service and Dispute Resolution: Any deficiencies in service in the system not resolved by the respective jurisdictions should be brought to the attention of the Public Safety Systems Steering Committee ("PSSSC") for resolution. If resolution is not achieved by said committee, then the deficiency in services shall be brought to the attention of the participating City and County Managers. In the event that either party determines deficiencies in the service and work provided by any other party are not being resolved, the determining party shall notify the party responsible for the deficiency in writing as to the precise nature of any such deficiency. Within ten (10) working days of receipt of such notice, the receiving party shall correct or initiate reasonable action to correct the deficiency complained of including, if necessary, increasing the work force and equipment or modifying the policies and procedures used in performing services pursuant to this Agreement. Completion of all corrective action shall be accomplished within a time frame prescribed and monitored by the PSSSC. If the notified party fails to correct or take reasonable steps to correct the deficiency within ten (10) working days after notification by the PSSSC, a panel of three persons shall be appointed to engage in a non-binding mediation to resolve the issue in good faith. City shall appoint one member, County shall appoint one member, and one member will be agreed upon by both City and County to comprise the panel. If, after following the dispute resolution procedures outlined in this paragraph the notifying party finds that deficiencies in service or work provided by the other party still exist, the notifying party may declare the other party to be in default and terminate this Agreement upon the giving of twenty four (24) months' prior written notice to terminate.
18. Staffing and Professional Services: Any changes to public safety systems support staffing levels (organizational structure, increases or decreases in support staffing counts, etc.) whether permanent or temporary (professional services, etc.) must be submitted, reviewed, and discussed by the PSSSC. Ultimate discretion to act on staffing changes remains with submitting agency.
19. Assignment of Contractor's Duties and Obligations: The duties and obligations in this Agreement are non-transferable or assignable without prior written consent of City and County.
20. Notice: Any written notice to be given hereunder by either party to the other party shall be affected by certified mail, return receipt requested. Notice to the City shall be sufficient if made or addressed to the City Manager, P.O. Box 1748, Gastonia, North Carolina 28053. Notice to the County shall be sufficient if made or addressed to the County Manager, P.O. Box 1578, Gastonia, North Carolina, 28053. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.
21. Entire Agreement: This Agreement and the attached Exhibits constitute the entire Agreement between City and County, and neither City nor County shall be bound by any requirement which is not specifically stated in this Agreement. Additional agreements from other participating jurisdictions may reference this agreement and the terms therein. Additional jurisdictions will be subject to all of the terms of this agreement, including cost sharing methods, unless otherwise agreed upon in writing.
22. Waiver of Immunity/Third Party Liability: No portion of this Agreement shall be deemed to constitute a waiver of any immunities which City or County or their 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.
23. Non-Appropriation: No portion of this Agreement shall be deemed to create an obligation of the part of City or County to expend funds not otherwise appropriated in each succeeding year.

24. 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.

25. Applicable Law: This Agreement shall be interpreted, construed, and governed by the State of North Carolina.

26. Amendments: Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, City and County have signed and sealed this Agreement this ____ day of _____, 2012.

ATTEST:

Donna S. Buff 5/8/12
County Clerk

GASTON COUNTY

By: Donnie Loftis
Donnie Loftis, Chairman

APPROVED AS TO FORM:

Charles Moore
County Attorney

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

H. Muller, III 5/11/12
County Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Angela Stacks Notary Public of the aforesaid County and State, do hereby certify that Donna S. Buff 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 and Notarial Seal, this the 8th day of May, 2012.

My Commission Expires August 8, 2014

Angela Stacks
Notary Public



CITY OF GASTONIA

By: _____

John D. Bridgeman, Mayor

ATTEST:

Virginia L. Creighton
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

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

Marian Blaney 4/26/12
City Finance Director

Sandra H. Smith
Notary Public

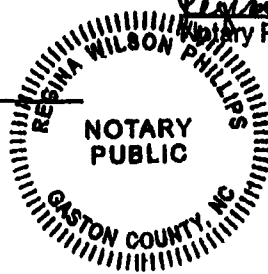
My Commission expires: 12/16/2014

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Regina Wilson Phillips Notary Public of the aforesaid County and State, do hereby certify that Virginia L. Creighton 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 and a Notarial Seal, this the 22nd day of April, 2012.

My Commission expires: 3-11-2013



Regina Wilson Phillips
Notary Public

EXHIBIT A

Agency Name	County Dispatched	Mobile	New World Full User	New World Inquiry Only User
Gaston County Police Department	Yes	Yes	Yes	No
City of Gastonia Police Department	Yes	Yes	Yes	No
Gaston County Sherriff	Yes	Yes	Yes	No
Lowell Police Department	Yes	No	No	Yes
Ranlo Police Department	Yes	No	No	Yes
Stanley Police Department	Yes	No	No	Yes
Cramerton Police Department	Yes	No	No	Yes
Belmont Police Department	No	No	No	Yes
Cherryville Police Department	No	No	No	Yes
Dallas Police Department	No	No	No	Yes
Mount Holly Police Department	No	No	No	Yes
Gaston College Police Department	No	No	No	Yes
Gastonia Fire Department	Yes	Yes	Yes	No
Gaston County Fire Marshal	Yes	Yes	Yes	No
Agriculture Center VFD	Yes	No	Yes	No
Alexis VFD	Yes	No	Yes	No
Belmont VFD	Yes	Yes	Yes	No
Bessemer City Fire Department	Yes	No	Yes	No
Cherryville Fire Department	Yes	No	Yes	No
Community VFD	Yes	Yes	Yes	No
Crowder's Mountain VFD	Yes	No	Yes	No
Dallas VFD	Yes	No	Yes	No
East Gaston VFD	Yes	No	Yes	No
High Shoals VFD	Yes	No	Yes	No
Hugh's Pond VFD	Yes	No	Yes	No
Lowell VFD	Yes	No	Yes	No
Lucia Riverbend FVD	Yes	No	Yes	No
McAdenville VFD	Yes	No	Yes	No
Mount Holly VFD	Yes	No	Yes	No
New Hope VFD	Yes	Yes	Yes	No
Ranlo VFD	Yes	Yes	Yes	No
South Point VFD	Yes	No	Yes	No

Spencer Mountain VFD	Yes	No	Yes	No
Stanley Fire Department	Yes	No	Yes	No
Tryon VFD	Yes	No	Yes	No
Union Road VFD	Yes	No	Yes	No
Gaston Emergency Medical Services	Yes	Yes	No	No
Cherryville Rescue	Yes	Yes	No	No
Crowder's Mountain Rescue	Yes	Yes	No	No
Dallas Rescue	Yes	Yes	No	No
Gaston Life Saving	Yes	Yes	No	No
Ranlo Fire & Rescue	Yes	Yes	No	No
South Point Life Saving	Yes	Yes	No	No
Stanley CD Rescue	Yes	Yes	No	No
Cramerton	Yes	No	Yes	No

EXHIBIT B

PUBLIC SAFETY SYSTEMS STEERING COMMITTEE (PSSSC)

1. Gaston County Chief of Police
2. Gastonia Chief of Police
3. Gaston County Sheriff
4. Gaston Emergency Medical Services Director
5. Gaston County Fire Marshal
6. Gastonia Fire Chief
7. Gastonia Chief Information Officer
8. Gastonia Public Safety Systems Administrator
9. Gaston County Chief Information Officer
10. Gastonia Assistant City Manager
11. Gaston County Assistant County Manager
12. Jurisdiction Participant Agency Head
13. Jurisdiction Participant Manager or Assistant Manager

PSSSC SCOPE OF RESPONSIBILITIES AND OPERATIONS

Organization – Members are designated above. A chairman is to be established for one-year terms, by majority vote. The chairman operates simply as a meeting organizer and facilitator (no authority above other members).

Purpose – The purpose of the PSSSC is to provide advisory oversight of all elements of this agreement and the associated operations. The PSSSC is responsible for decisions associated with operations within its legal capability. For decisions not within its legal capability, the PSSSC is responsible for formulating and communicating recommendations to appropriate, capable legal entities.

Meetings:

- Meetings can be requested by any member to the PSSSC via email.
- Based upon need (informal decision via email thread), meetings will be scheduled based on majority member availability by the chairman.
- At minimum, meetings will be scheduled quarterly.
- In an effort to keep meetings efficient, the chairman or his designee will publish an agenda via email at least 72 hours before the scheduled meeting. At minimum the agenda should include discussion points for key operational issues, and action items from previous meeting.
- Minutes shall be kept for each meeting, and will be published via email to the PSSSC within ten business days of the meeting. At minimum, the minutes will contain the agenda and any modifications, a bullet list of topics discussed, points made, decisions made, and action items (to include who assigned to).

Annual Discussions Required:

- Review of shared costs methodology and procedures (see Exhibit C)
- Review of shared and non-shared inventory and user assignments.
- Initial fiscal year planning (shall start in November- December prior to budget approval)
- PSSSC shall approve the percentages of shared costs by March 1st of each year and shall forward a report of same to the County and City Managers; said report shall contain the

proposed percentages for the coming fiscal year and shall duly note any changes from the prior fiscal year

- Final fiscal year planning (shall occur from March 1st to March 31st prior to budget approval)
- Fiscal year project planning (shall occur in July – discuss planning for budget funded initiatives)
- Renewal of this agreement (during years necessary)

EXHIBIT C

COST SHARING FOR PUBLIC SAFETY SYSTEMS AND RADIO SYSTEMS SUPPORT

Prior to the execution of this agreement, detailed methodology and procedures for measuring City/County cost sharing were developed and documented. The methodology and procedures will be subject to review as changes to the technology environment are made. At a minimum, the methodology and procedures will be reviewed annually.

Procurement of hardware and software that is not shared (used only by City users, or only by County users, e.g., Radios, PCs, laptops, stand alone software, single user licenses, interfaces, etc.) will be the sole responsibility of the respective jurisdiction. Any ongoing costs due the associated vendor (licensing, support, maintenance, etc.) are also the responsibility of the respective entity.

If hardware or software provides service to multiple agencies which span both City and County, it is considered to be shared, and falls under the shared hardware and software costs as described below.

Shared hardware and software includes, but is not limited to, communications towers/antennae, leased communications telephone lines, servers, multi-user software, core network infrastructure equipment (not including single-agency equipment), central radio systems equipment, etc.

Internal staffing and third-party consulting and services (hereto referred to as "staffing") required to provide internal support and maintenance for both shared and non-shared hardware and software are subject to the same cost split as shared hardware and software.

Shared hardware and software (procurement and ongoing support, maintenance, and licensing), and staffing costs are split between participating jurisdictions using a system that assigns points or percentages based on a combination of device or module user counts, the difficulty of support and maintenance of that device or module, and the complexity requirements of the different components and modules. In some cases all three categories are used to assign points or percentages. In other cases only device or module user counts are used to assign points or percentages. Major software packages may be broken down into modules to ascertain percentage of use by agencies. A weighted system may be established to account for varying support effort and complexity requirements of different components. The result of the outlined methodology agreement for the first year of this agreement is an Excel spreadsheet attached hereto as Exhibit F. Exhibit F details each participating jurisdiction's percentage share of the total Public Safety System cost for the first budget year of this agreement. The parties to this Interlocal Agreement hereby agree that Exhibit F is a living document that could change yearly. Exhibit F is included as an example of the type of document that will be developed annually, during budget planning, for the purpose of establishing the fair share costs for all public safety system participating agencies.

City shall maintain an inventory of all shared and non-shared hardware and software, along with a schedule for recommended replacement/expansion. The City shall maintain an inventory of users, which shall also indicate which shared hardware and software components each user utilizes. These inventories will be the basis for cost sharing, as well as a schedule of costs for future systems replacements. The inventory information captured must be sufficient to address all billing and strategic technology planning requirements. At a minimum, inventory will track for each participating jurisdiction the software modules, user counts, hardware/device counts, department, division, assigned to, asset number, description, scheduled replacement date, and scheduled replacement cost.

It is the responsibility of any participating jurisdiction to inform City of any and all reassignment of inventory by a jurisdiction via the documentation vehicle which City specifies (e.g., work order system, email, inter-office memo, etc.).

In the absence of an accurate system user inventory, the published staffing levels for each agency will be utilized for user count calculation.

The inventory and supporting documentation is subject to review and approval by the Public Safety System Steering Committee on an annual basis. The variables that must be reviewed annually for the purpose of adjusting cost sharing calculations include: staffing levels per agency, software modules, user counts per module, hardware device counts, user counts, projected systems costs, inventory refreshes/renewals, maintenance cost changes, system scope changes within the past year, and IT support staffing requirements.

EXHIBIT D

PUBLIC SAFETY SYSTEMS SCOPE AND SCOPE CHANGE MANAGEMENT

PUBLIC SAFETY SYSTEMS SCOPE

Jurisdictional Participation – Exists as defined by Exhibit A.

Network Core – Includes all fiber and copper wiring between and within core system sites, and all network and security equipment (routers, switches, hubs, firewalls, etc.) required to provide service for the core system sites. Any site where multiple jurisdictions are sharing system resources falls under this scope as well. Also includes any wireless network components which would be considered shared by multiple jurisdictions. Costs are shared by participating jurisdictions. All components are supported and administered by City Information Technology staff ("IT").

Out-lying Network – Includes all fiber and copper wiring within jurisdictional, or non-core system sites, and all network and security equipment (routers, switches, hubs, firewalls, etc.) required to provide service to end users within said sites. Also includes wireless network components which are utilized only by the respective jurisdiction. Costs are the responsibility of the respective jurisdiction. All components are supported and administered by City IT.

Internet – Includes the Internet Service Provider (ISP) service, and all components necessary for securing end-user connectivity to the Internet. Costs are shared by participating jurisdictions. All components are supported and administered by City IT.

Electronic email – Costs are shared by participating jurisdictions. All components are supported and administered by City IT.

Computing peripherals – Includes personal computers, laptops, printers, scanners, multi-function devices, plotters, and other related peripherals. Includes support of Microsoft operating systems and office automation software (word processing, spreadsheet, presentation, graphics, email client, and document publication). Also includes daily provisioning and application of security and functional patches for operating systems and for updating anti-virus and anti-malware for each computer. Costs are the responsibility of the respective jurisdiction. All components are supported and administered by City IT.

Radio Core – Includes all components of infrastructure which would be considered shared by multiple jurisdictions. Costs are shared by participating jurisdictions. All components are supported and administered by City IT. Radio Core does not include any components or support associated with the 800 MHz voice radio network/system.

Out-lying Radio – Includes two-way radio systems, portable radios, pagers, mobile vehicle radios, mobile data radios, and in-car radars, and any cellular-based data networking systems that are utilized only by the respective jurisdiction. Costs are the responsibility of the respective jurisdiction. All components are supported and administered by City IT.

Shared Public Safety Applications – Includes applications shared by multiple jurisdictions/agencies. Costs are shared by participating jurisdictions per the methodology established by Exhibits C and G. All components are supported and administered by City IT. Applications are as follows:

- New World Suite (Computer Aided Dispatch, Law Records, Corrections, Fire, Mobile CAD, Mobile Field Reporting, Automated Vehicle Location

- Crime Stoppers
- CAD Inquiry
- Internal Affairs
- Media Scheduler
- Mobile Mugshots
- NW Narratives
- Report Viewer
- Traffic Stops
- Mobile Patch
- Mobile Upgrade
- Web Portal
- K9 Tracking
- Crimeview Scripting

Gastonia-only Applications – Applications used only by the City of Gastonia. Direct or recurring costs are the responsibility of the City of Gastonia. Components are supported and administered by City IT. Applications are as follows:

- Taxi Cab
- CPOP
- Fingerprint Cards
- Fire Calendar
- Fire Monthly Report
- Fire Preplan
- GPD Policy
- IA Pending
- MIS Request
- Training City
- SEMS
- Hydrant Hansen Extraction
- SCAR

Gaston County-only Applications – Applications used only by Gaston County. Direct or recurring costs are the responsibility of the Gaston County. Components are supported and administered by City IT. Applications are as follows:

- Smart Talk
- Securis/Evercom Interface
- Commissary System Interface
- Mugshot Extraction/Emailing
- Offender Based Investigation System
- County Fire Calendar
- Dallas Fire Calendar
- GCPD Policy
- GCPD Daily Activity
- PSAM
- SIMS
- Survey
- GCPD Training
- Jail Training
- Crystal Hyperlink
- GEMS OBI/Mapping
- VINE Victim Notification System

Legacy Applications - Applications written by County IT, and supported by a combination of County and City IT. Direct or recurring costs are the responsibility of the respective jurisdiction, or shared if the application is shared. Components are supported and administered by a combination of County and City IT.

- Animal Control (County)
- Property Systems (Shared)
- Civil Processing (County)
- Fleet Maintenance (County)
- Informant (County)
- MITS (CALEA) (County)
- Pawn (Shared)
- Gun Permits (County)
- Warrants (Shared)

The scope for all above items includes end-user availability/access, daily operational administration, management and maintenance, redundancy and disaster recovery, as well as requirements development and project management for implementations.

PUBLIC SAFETY SYSTEMS SCOPE - CHANGE MANAGEMENT

Any change to the above defined scope of the Public Safety Systems must be requested in writing and submitted to City IT, via the documentation vehicle which City IT specifies (e.g., work order system, email, inter-office memo, etc.).

Routine change requests are those that:

- 1) do not incur any new up front or recurring cost,
- 2) City IT deems implementable and supportable with existing staff, and
- 3) do not negatively affect the operations of any participating jurisdiction/agency.

Routine change requests may be made and executed upon as needed.

Significant Change requests are those that:

- 1) incur a new up front or recurring expense,
- 2) City IT deems additional temporary or permanent staffing would be required to implement or support on an ongoing basis,
- 3) requires changes to the operations of more than one jurisdiction/agency, or
- 4) may significantly impact the integrity or operation of any shared component of the Public Safety Systems.

The addition of any new jurisdictions/agencies or the addition of functionality or support of an existing agency is considered a significant change.

Significant Change requests must be reviewed and approved by the PSSSC. The PSSSC is responsible for the following:

- 1) reviewing the request documentation, along with any accompanying documentation from City IT,
- 2) deciding if the change will negatively impact the Public Safety Systems such that the change should not be executed, or should be executed with additional requirements,
- 3) determining where expense responsibility lies (shared or with a respective jurisdiction), and

4) providing guidance for Implementation of Significant Changes.

After approval by the PSSSC, Significant Changes must be approved as necessary by jurisdictional finance and management, and/or their governing political bodies.

EXHIBIT E

SERVICE LEVEL AGREEMENTS

Service Level Agreements ("SLAs") would be developed after this agreement is in place, would be separate from this agreement, and would be expected to evolve over time. SLAs for the purpose of this agreement are understood to be aspired to standards only. It is recommended that SLAs be created at two levels:

- 1) Enterprise – for systems where the service level will be the same regardless of the customer department (such as e-mail, or VPN access to the network), one SLA would be established for that enterprise system; and
- 2) Department – for defining agreements for service where service level will be unique to a department.

Exhibit F
Public Safety System Agency Costs
Executive Summary

New World Cost **\$1,750,137.00**

<i>Gaston County New World Cost</i>	\$1,326,271.25
<i>Gaston County New World Percent</i>	75.781%
<i>City New World Cost</i>	\$423,865.75
<i>City New World Percent</i>	24.219%

Desktop Computer Cost **\$219,224.00**

<i>GC PC Cost</i>	\$104,255.02
<i>GC PC Percent</i>	47.556%
<i>City PC Users</i>	\$114,968.98
<i>City PC Percent</i>	52.444%

Communication Cost **\$674,444.00**

<i>GC Radio Costs</i>	\$506,966.89
<i>GC Radio Percent</i>	75.168%
<i>City Radio Costs</i>	\$167,477.11
<i>City Radio Percent</i>	24.832%

Public Safety System Total Cost **\$2,643,805.00**



[illegible]

GASTON COUNTY BOARD OF COMMISSIONERS BOARD ACTION

REQUESTED ACTION:

To Approve New Inter-local Government Agreement between Gastonia and Gaston County for Shared Public Safety Systems.

COMMISSION SPONSOR: Donnie Loftis

STAFF CONTACT: Brandon Jackson, IT CJO - 704/866-3117; Chuck Moore, County Attorney - 704/866-3400

BACKGROUND:

An original agreement was established between Gastonia and Gaston County for shared public safety systems in 1998. A lot of details were unknown at the time, and business needs, as well as technology solutions have changed significantly since then. These inevitable changes over time have driven the need for new agreement terms. A new agreement was sought to address questions in the areas of cost sharing, what the scope of the system is, what agencies are currently supported by the agreement, and how other municipalities/agencies might become involved in the future. Both Gastonia and Gaston County sought an agreement and associated procedures that provided a more transparent view for all interested parties. Gastonia and Gaston County staff have worked together for a year to produce the attached agreement. Gastonia's City Council approved the new agreement draft at their April, 17, 2012 meeting.

POLICY IMPACT: Replaces 1998 agreement.

FISCAL IMPACT ANALYSIS: No new impact. Continuation of existing fiscal operations.

Is Item Included In Current Budget? Yes ☒ No ☐ N/A ☒

See Attached Budget Change Request for Recommended Sources of Funds, if Applicable.



Wilson L. Bradley, III
Finance Director



Bryant Morehead
Budget Administrator



Recommends Approval
Jan Winters, County Manager

ATTACHMENTS: Summary of Significant Changes; New Agreement; Exhibit F (Cost Sharing Model)

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	Brown	Carpenter	Fraley	Keigher	Loftis	Philbeck	Price	Vote
2012-158	04/26/2012	DL	TK	A	A	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

Consolidated Public Safety Interlocal Agreement
Exhibit B-1
Service Level Agreement (SLA)
Additional Terms and Conditions

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 of Gastonia IT 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 for 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 client.
- Appoint an agency liaison to coordinate with the City IT's 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 mobile printer.
- City IT will assist with diagnosis of any physical problems with the mobile 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.
- Client is responsible for establishing and maintaining an internet service provider. Client is responsible for upgrading service levels.

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/Town 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.