

Interlocal Agreement
Between the City of Burlington and Alamance County
For the Creation of the
Alamance – Burlington CAD/RMS Consortium

This Interlocal Agreement (“Agreement”) entered into this the ____ day of _____, 2025 by and between the City of Burlington, a North Carolina municipal corporation (“City”), the County of Alamance, a political subdivision of the State of North Carolina (“County”), and the Sheriff of the County of Alamance, a constitutional office of the State of North Carolina (“Sheriff”), hereinafter collectively referred to as “Parties”, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

WITNESSETH:

WHEREAS, each of the Parties is a Public Agency authorized to provide law enforcement dispatch and emergency response services within its respective jurisdiction; and,

WHEREAS, the County operates Alamance County’s Primary 911 Public Safety Answering Point (“Primary PSAP”); and,

WHEREAS, the City operates a 911 Public Safety Answering Point for call-taking and dispatch of police and fire first responders within the corporate limits of Burlington and Graham (“Secondary PSAP”); and,

WHEREAS, the County is responsible for all 911 call-taking and dispatch for all emergency medical service (EMS), fire, and law enforcement first responders throughout Alamance County with the exception of those covered by Burlington’s secondary PSAP; and,

WHEREAS, the Sheriff intimately partners with the County in the context of this agreement; and,

WHEREAS, the Parties recognize and acknowledge that immediate response for first responders is an essential component of effective public safety; and,

WHEREAS, the Parties further recognize the benefits of a shared common computer-aided dispatch system, including increasing efficiency in workflow, reducing repetition of data entry, and saving time in an emergency situation; and,

WHEREAS, the Parties further recognize the benefits of shared data through a common records management system, including increasing the efficiency of solving crimes, identifying trends in criminal activity, and forecasting staffing levels for first responders; and,

WHEREAS, the Parties currently use Central Square Technologies to operate their respective Computer Aided Dispatch (CAD), Record Management Systems (RMS), and Jail Management Systems (JMS); and,

WHEREAS, the Central Square Technologies systems in use are nearing the end of their useful lives and the replacement of these existing independent CAD/RMS/JMS systems with advanced technology adhering to national data standards is a crucial priority of the Parties; and,

WHEREAS, the Parties believe it to be in the best interest of the constituents they serve to mutually identify and contract with the same vendor to best serve the current and future CAD/RMS/JMS needs of both organizations; and,

WHEREAS, the Parties engaged National Public Safety Group (NPSG) Consulting to aid in the selection of an appropriate CAD/RMS/JMS software vendor through a Request for Proposal (RFP) process in July of 2023; and,

WHEREAS, after thoroughly vetting software vendors through an RFP process, the Parties have found Intergraph Corporation's Hexagon Safety, Infrastructure & Geospatial division ("Hexagon") to be the most advantageous proposal; and,

WHEREAS, the Parties now desire, through Interlocal Agreement, to establish and maintain a Consortium with the goal of integrating the various information systems used by emergency response agencies throughout Alamance County through integrated technology and standardized reporting methods; and,

WHEREAS, establishing and maintaining a Consortium is in the best interest of the Parties, their officials, officers, and citizens in that the Consortium will (a) offer integrated response mechanisms to meet emergency response needs, (b) create greater purchasing power through economies of scale, (c) provide assistance on emergency response alternatives and other issues of concern to the Parties; and,

WHEREAS, by this Interlocal Agreement, the Parties define the duties and responsibilities of the Consortium to include those set forth herein; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

SECTION 1:

1.1 Purpose:

In addition to the public purposes stated in the recitals above, the Parties have entered this Agreement to implement, operate, and maintain the new unified CAD/RMS/JMS technology ("System") as procured through the selected Vendor throughout the entire geographic area of Alamance County, North Carolina, to provide for the long-term operation and maintenance of the System.

1.2 Scope:

The Parties intend that this Agreement shall govern and provide for the duties and responsibilities of the Consortium, created to govern the implementation, operation, maintenance of the System.

1.3 Definitions:

- (a) "ACSO" - Alamance County Sheriff's Office.
- (b) "BCC" - Burlington Communications Center.
- (c) "CALEA" - Commission on Accreditation for Law Enforcement Agencies.
- (d) "CCOM" - Alamance County Central Communications.
- (e) "Consortium" - the group of local government entities formed to operate the System, established and operated through this Agreement.
- (f) "Executive Committee" - group of Participant representatives responsible for decision-making for the Consortium.
- (g) "Jail" - Alamance County Detention Center.
- (h) "Mobile" - an application utilized by users in a field environment to communicate to CAD, RMS, and JMS.
- (i) "NENA" - National Emergency Number Association.
- (j) "NIBRS" - National Incident Based Reporting System as defined by the State of North Carolina and the Federal Bureau of Investigations.
- (k) "NFIRS" - National Fire Incident Reporting System, an incident-based reporting systems used by fire departments in the United States for collecting and reporting data on fire, emergency medical services, and severe weather or natural disasters. Local, state, and federal agencies generate NFIRS data from their records.
- (l) "NEMESIS" - National Emergency Medical Services Information System, an incident-based reporting systems used by Emergency Medical Services agencies in the United States and territories for collecting and reporting data for patient care information resulting from an emergency 911 call.
- (m) "Participant" - any Party or other duly authorized entity separately contracting to participate in the System in accordance with the provisions of this Agreement.
- (n) "Party/Parties" - Alamance County and the City of Burlington.
- (o) "Standard Administrators" - System Administrators identified from each of the Participants' organizations who are responsible for the System's day-to-day tasks for their respective agency.
- (p) "Super User" - System Administrators identified by the System Oversight Committee who are responsible for implementing System-wide changes and System maintenance.
- (q) "System" - all or part of the unified computer-aided dispatch, joint records management systems, jail management system, or mobile applications.
- (r) "System Governance" - the guidelines by which the System will be used and maintained.
- (s) "System Oversight Committee" - the group of agency representatives responsible for development, approval, implementation, and oversight of System Governance.
- (t) "User" - an employee or other authorized agent of a Participant to whom secure and unique credentials are assigned for access to the System on a Participant's behalf.

- (u) “Urgent Service Ticket” - A helpdesk ticket submitted in regard to a problem affecting a critical business function and/or multiple users.
- (v) “Vendor” - Intergraph Corporation by and through its Hexagon Safety, Infrastructure & Geospatial division, the entity identified through RFP, or its successor or assignee.

SECTION 2:

2.1 Executive Committee:

The Executive Committee is responsible for decision-making on behalf of the Consortium. Long-range planning, budget-related items, contract execution, and similar over-arching decisions shall be made by consensus of the Executive Committee. The Executive Committee will be made up of the Chief Administrative Officer, or their designee, of each of the following organizations:

- (a) Alamance County
- (b) City of Burlington

2.2 System Oversight Committee:

The work of the Consortium will be managed by the System Oversight Committee made up of one designee from each of the following agency departments as appointed by their respective Chief Administrative Officer. This group is responsible for the development, approval, oversight, and modifications to System Governance guidelines that ensure standards of all applicable regulatory and accrediting agencies, as well as any applicable insurance compliance requirements.

- (a) Alamance County Sheriff’s Office (RMS, JMS)
- (b) Alamance County Communications Center (CAD)
- (c) Alamance County Information Technology Department (CAD, RMS, JMS)
- (d) Burlington Police Department (RMS)
- (e) Burlington Communications Center (CAD)
- (f) Burlington Information Technology Department (CAD, RMS)

The System Oversight Committee will establish a regular meeting schedule and associated rules of order.

Approval from the System Oversight Committee is required before any recommended changes by Subcommittees are enacted.

As needed, the System Oversight Committee may establish additional ad-hoc subcommittees to develop specific proposals and make recommendations to the System Oversight Committee.

2.3 CAD Oversight Subcommittee

The work of the Consortium related to the Computer Aided Dispatch system will be managed by the CAD Oversight Subcommittee made up of one or more subject matter experts from each of the following agency departments as appointed by their respective Chief Administrative Officer. This group is responsible for System Governance guideline recommendations and implementation as well as System Administration as it pertains to the operation and maintenance of CAD.

- (a) Alamance County Communications Center
- (b) Burlington Communications Center

2.4 JMS Oversight Subcommittee

The work of the Consortium, related to the Jail Management System, will be managed by the JMS Oversight Subcommittee made up of designees as appointed by Alamance County and the Alamance County Sheriff's Office. This group is responsible for oversight of the System Governance guidelines and System Administration as it pertains to the operation and maintenance of the JMS.

2.5 RMS Oversight Subcommittee:

The work of the Consortium, related to the Records Management System, will be managed by the RMS Oversight Subcommittee made up of one designee from each of the following agency departments as appointed by their respective Chief Administrative Officer. This group is responsible for the oversight of System Governance guidelines and System Administration as it pertains to the operation and maintenance of the RMS.

- a) Alamance County Sheriff's Office
- b) Alamance County Information Technology Department
- c) Burlington Police Department
- d) Burlington Information Technology Department
- e) As additional Participants join the Consortium, each will appoint one designee to join the RMS Oversight Subcommittee.

2.6 System Governance:

System Governance is the guiding document created, approved, and maintained by the System Oversight Committee that outlines the specifications, standards, and processes by which the System will be used and maintained. These specifications are to include but not be limited to components such as:

- Required notification of system downtime
- Evaluation and subsequent adjustments to server resources
- Turn-around time requirements for GIS mapping updates
- The process by which help desk tickets are submitted for non-server related requests
- Outline for the change control process
- Process for requests and timeline for request fulfillment
- Problem resolutions requirements for “urgent” service ticket requests

2.7 Project Management:

The Consortium will provide project management for the full implementation of the System via contract with NPSG Consulting.

2.8 System Administration:

System Administrators will be identified from Participant organizations by the System Oversight Committee. System Administrators will be assigned to one of two levels of permissions: Super User or Agency Administrator, based on their organization’s use of the System (CAD, JMS, and/or, RMS).

(a) Super Users:

1. At least one Super User will be identified from each of the Parties’ organizations by the System Oversight Committee and will be responsible for implementing System-wide changes and performing System maintenance. Examples include but are not limited to:
 - Code Tables
 - Configuration Settings
 - Nature Codes
 - Response Plans
2. Each Super Users will have full System rights, regardless of the agency they represent.
3. Super Users are responsible for tracking system-level Vendor support tickets.
4. Super Users are responsible for coordinating with the Vendor, Participants, Parties, and their respective Information Technology Departments to ensure updates to System components are completed appropriately.
5. Super Users are responsible for problem resolution related to urgent help desk tickets.

(b) Agency Administrators:

1. At least one Agency Administrator will be identified from each of the Participants' organizations and will be responsible for day-to-day tasks such as:

- The assignment or restriction of user permissions within the system based on staff member's job duties
- Assignment of TID numbers
- Running of appropriate reports for administrative requests
- Front line contact for addressing issues
- Refine system settings to improve departmental system

2. Agency Administrators will have access only to their respective agency data and system structures.

2.9 System Configuration:

The Consortium will configure the System as one unified, county-wide application adhering to NIBRS, other industry best practices, and accreditation requirements. The System map will be configured as one unified map throughout all of Alamance County to allow seamless reporting and analytics. Although the generally applicable configurations will be set by the Consortium, through the System Governance document, each Party may nevertheless undertake such unique configurations as are available and desirable to that Party and that do not disrupt the purpose, function, or performance of the county-wide system as determined by the System Oversight Committee.

2.10 Party Rights:

Each Party will retain the following rights and privileges:

- (a) Data entered into the System by each Party may only be merged, modified, deleted, or edited through a process set by the System Oversight Committee.
- (b) Each Party retains the right to add or remove User(s) and define User authority levels within their respective organization.
- (c) The Consortium, through its System Administrators, will manage global custom form fields as outlined in its System Governance specifications. Additionally, the Consortium will support adding local custom fields for each Party and make every reasonable effort to satisfy a Party request for a custom field within a reasonable amount of time. Each Party retains the right to add custom fields to its respective local layouts and forms.
- (d) No party will be required to "go-live" with its respective local layouts and forms on the Systems until the Party approves of the individual Party layout, and to the extent the System allows, the configuration options available to the Party.

- (e) Each Party retains the right to extract its data from the System’s data warehouse. This includes the use of third-party applications purchased or developed by the Party as long as the data extraction does not negatively impact the performance of other Parties.

SECTION 3:

3.1 Procurement and Initial Cost Allocation:

- (a) The County will award the contract for the acquisition of the System to the Vendor.
- (b) The City agrees to pay the County all funds allocated by the federal government from “Commerce, Justice, Science, and Related Agencies” Community Project Funds / Congressionally Directed Spending awarded to this project. \$963,000 was awarded in Federal Fiscal Year 2024. Any federal funds received for this project will be deducted from the total system implementation cost prior to the proportional allocation of cost being distributed between the City and County.
- (c) The balance of the cost of acquisition of hardware and software needed for full implementation of the System will be divided between the Parties proportionally based on an average of annual calls dispatched from the past three full fiscal years. This does not include self-initiated calls for service. The City will pay its portion of implementation expenses within 30 days of receipt of invoice(s) from the County.
 - i. The formula used to calculate the proportional responsibility for funding is:
 - $\text{Average calls for service dispatched by CComm in three most recent full fiscal years} \div \text{Total number of calls for service dispatched in three most recent full fiscal years} = \text{Alamance County Proportion}$
 - $\text{Average calls for service dispatched by BCC the three most recent full fiscal years} \div \text{Total number of calls for service dispatched in three most recent full fiscal years} = \text{Burlington Proportion}$
 - $\text{Alamance County Proportion} \times (\text{Full System Implementation Cost} - \text{federal allocation}) = \text{Alamance County Responsibility}$
 $\text{Burlington Proportion} \times (\text{System Implementation Cost} - \text{federal allocation}) = \text{Burlington Responsibility}$

3.2 Annual Fees:

- (a) The City is responsible for annual CAD maintenance fees on a pro rata basis as defined above, billed annually by Alamance County.
- (b) Parties may charge dispatch fees to those with whom they have independent Agreements.
- (c) Annually, on a date determined by the Oversight Committee, each Participant will provide a projected number of users anticipated for the next one-year term for the purpose of

establishing the Consortium's billing of each Participant. Additionally, users may be added at any time and any increase will be reflected in future billing of the Participants.

- (d) Ongoing infrastructure improvement fees: Alamance County, on behalf of the Consortium, will charge Participants proportionally, by number of users (for periodic, necessary firmware updates, operating system patching, server upgrades, etc.) necessary to maintain the required functionality of the System.
- (e) Payment for any additional add-on services selected by a Participant will be the sole responsibility of that Participant.

3.3 Invoice Schedule:

The County shall annually invoice each Participant for System operation.

3.4 Fiscal Non-Funding:

In the event sufficient budgeted funds are not available or allocated in any fiscal year to a Party during the term of this Agreement, the Party shall immediately notify the Chief Administrative Officer of the other Party upon becoming aware of the unavailability of funds and this Agreement shall terminate on the last date for which funds are available without penalty to or cost to either Party. Non-party Participants that are governmental entities may include fiscal non-funding clauses in their separate agreements.

SECTION 4:

4.1 Operation:

Participants shall ensure that their personnel utilize the System according to standards or guidelines set forth by the organizations and governing bodies they are subject to. Such standards/guidelines may include but are not limited to NIBRS, APCO, NENA, NC 911 Board, DCIN, NCIC, CJIS, or any other applicable regulatory body where applicable, and the policies and procedures that the Consortium may, from time to time, adopt and amend, including those that require the standardization of data and data entry procedures.

4.2 Network Connectivity:

Participants will, at their own expense, provide network connectivity to the System that must conform to the minimum specifications adopted by the Consortium which may, from time to time, be amended based on the operating needs of the System.

4.3 Security:

Participants will, at their own expense, ensure the following minimum security measures are in place for all systems and equipment used in association with any components of the System outlined in the System Governance. Those elements must include but are not limited to:

- MFA (Multi-factor Authentication) utilizing a pin for access versus an 'Allow' or 'Deny' authorization.
- End-point protection which secures endpoints from viruses and malware,/ at a minimum.
- Protection of endpoint devices against spam and phishing attacks using email.
- Adherence to all designated security measures mandated within the latest Criminal Justice Information Service (CJIS) policy.

4.4 Hardware:

Participants shall, at their own expense, procure and maintain such endpoint hardware as may be necessary for use of the System by personnel and that must conform to minimum specifications adopted within the System Governance, which may from time to time be amended based on the operating needs of the System.

4.5 System Server

All Parties agree that the System's server will be securely located in a Type IV constructed governmental facility. The System will use a domain separate and independent from those of each Participant. Other mandatory minimum requirements are:

- Utilization of the 3-2-1 backup policy.
- Implementation of a backup system that creates immutable backups.
- Implementation of a VPAM (Vendor Privileged Access Management) system allowing secured remote access to the designated resources coupled with log to track all changes made to the system.
- Internal server logs enabled to track system modifications from authorized users.
- Unfettered physical access for the System Administrators and IT Staff of each Party
- VPN access available for approved staff only with MFA enabled.
- Multi-Factor authentication that leverages a pin versus simply 'Allow' or 'Deny' access.
- Mandatory patching and updates to maintain satisfactory system performance.
- Urgent response protocols for server service tickets.

The performance of the server will be reviewed quarterly by the applicable members of the System Oversight Committee.

4.6 Data:

Participants will retain ownership of all electronic data they provide to the System.

The system custodian (County) will backup the data within the system in observance of the 3-2-1 backup policy where three copies of the data are maintained (production, back up, and remote location) on two different devices, with one copy being located off-site.

4.7 Training:

Each Participant is responsible for training their personnel in the appropriate use of System applications.

4.8 Reporting:

Each Participant is independently responsible for all reporting as governed by the State or Federal government and any applicable accrediting bodies as required for their respective agencies.

4.9 Non-Party Participants:

All Participants which are not otherwise a Party to this Agreement shall be required, by separate contract, to comply with all terms and conditions of a Participant under this Agreement.

SECTION 5:

5.1 Effective Date:

This Agreement shall become effective upon execution by the Sheriff and by the governing bodies of the City and County.

5.2 Termination:

After the completion of the initial System implementation, any Party may terminate this Agreement with or without cause by written notification with 365 days' notice to the other Parties. No monies paid will be refunded. If the County terminates the Agreement, it will transfer System hardware to the City of Burlington. The County will retain System hardware if the City of Burlington terminates the Agreement. In the case of System obsolescence at the time of termination by either or both Parties, the equipment will be surplus according to applicable North Carolina General Statutes. The Executive Committee will then determine the reallocation of costs among the remaining Participants.

5.3 Notification:

All notices required to be given pursuant to this Agreement shall be in writing to the Parties as set forth on the signature page or as updated in the System Governance documentation. Notice shall be effective upon being sent electronically with no error message or by being mailed with proper US postage.

5.4 Indemnification:

Each Party agrees to be responsible for their respective employees' wrongful acts when their employees are acting within the scope of their employment.

5.5 Amendments:

The Agreement may be amended upon approval of the Sheriff and the governing bodies of the City and County.

WHEREFORE, this Interlocal Agreement takes effect on the ____ day of ____, 2025.

CITY OF BURLINGTON

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ALAMANCE COUNTY

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James Butler

Mayor

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Chairman of the Board of Commissioners

Attest:

Attest:

Beverly Smith

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Tory Frink

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ALAMANCE COUNTY SHERIFF'S OFFICE

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Sheriff Terry S. Johnson

Approved as to form:

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City Attorney

Approved as to form:

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