

Exhibit B
Interlocal Agreement

PUBLIC SAFETY ANSWERING POINT (PSAP) INTERLOCAL AGREEMENT

This Public Safety Answering Point Interlocal Agreement (the "Interlocal Agreement") is made and entered into this the 1st day of July 2025 (the "Effective Date"), by and between Alamance County, a political subdivision of the State of North Carolina (the "County"), and the City of Burlington, a body politic existing under the laws of the State of North Carolina ("Burlington").

W I T N E S S E T H

WHEREAS, the County is the Primary PSAP for Alamance County, North Carolina and Burlington is a recognized Secondary PSAP and serves as a backup location for Alamance County 911; and

WHEREAS, the NC 911 Board at its January 24, 2014 meeting adopted the November 13, 2013 Secondary PSAP Funding Committee Recommendation requiring that the County of Alamance and the City of Burlington, as governing bodies of the primary PSAP and the secondary PSAP respectively, enter into this Interlocal Agreement for 911 Fund Disbursements; and

WHEREAS, 911 Fund Disbursements to the primary PSAPs shall not be affected by disbursements for the secondary PSAPs made pursuant to agreements in accordance with this policy; and

WHEREAS, 911 Fund Disbursements for a secondary PSAP may be permitted through a primary PSAP when all of the conditions set forth in this Interlocal Agreement are met, and the funding allocations for the benefit of a secondary PSAP are approved by the 911 Board; and

WHEREAS, the NC 911 Board requires a primary PSAP enter into an agreement to disburse 911 Funds to the primary PSAP for the benefit of, and further delivery to, a secondary PSAP. The agreement shall identify allocations for a secondary PSAP or the method of determining such allocations, conditions for suspension and termination of funding for secondary PSAPs, and such other terms or conditions as may be necessary or proper pursuant to N.C.G.S. 143B-1400 et seq. and the Board's policies, standards and rules; and

WHEREAS, the NC 911 Board establishes priorities for 911 Fund Disbursements to ensure adequate funds are available to meet the Board's statutory disbursement obligations. PSAP disbursement priorities in order of importance are 1) primary PSAPs, 2) secondary PSAPs and 3) PSAP grants; and

WHEREAS, in connection with the foregoing, the County and Burlington have agreed to meet the requirements as hereinafter set forth with respect to the 911 Fund Disbursements.

NOW, THEREFORE, the parties hereto in consideration of these mutual covenants and agreements do hereby agree as follows:

1. The County (primary PSAP) and Burlington (secondary PSAP) are part of the same 911 system conforming to N.C.G.S. Section 143B-1400 et seq.
2. This interlocal agreement is consistent with the NC 911 policy which exists between the governing bodies of the County (primary PSAP) and Burlington (secondary PSAP) defining and assigning responsibilities of answering and responding to 911 calls.
3. Any portion of 911 Fund disbursements allocated to Burlington as a secondary PSAP will be provided by the County as a primary PSAP to the secondary PSAP, and limited to eligible 911 expenses as shown in the NC 911 Board's eligible expenditures list.
4. The County, as a primary PSAP disbursing 911 Funds to Burlington as a secondary PSAP, will report all 911 funds distributed to, and 911 expenditures incurred by, the secondary PSAP annually. This report will not be combined with the County's report of expenditures to the North Carolina 911 Board. Burlington shall provide the County additional information relating to Burlington's 911 operations or expenses upon the NC 911 Board's request to the County.
5. Actual costs per call will be determined by the total annual approved costs of the primary PSAP for the most recent funding year divided by the total number of 911 calls received by the primary PSAP for the same year.
6. Funding for a secondary PSAP will be based on a per 911 call basis as measured by the NC 911 Board's approved Call Data Analytics System. Burlington shall submit an annual 911 budget to the County for approval as part of the annual budget process for Burlington and the County. Burlington shall submit bills to the County for review and payment in accordance with the approved 911 budget.
7. That any additional funding requested by Burlington shall follow the procedure established by the NC 911 Board as the "Annual Funding Reconsideration Request" and must be processed by the County as the primary PSAP.
8. All notices and communications required or permitted to be given hereunder shall be in writing and hand delivered, telefaxed, or mailed addressed as follows:

If to Heidi York
County Manager
124 West Elm Street
Graham, N.C., 27253

Telephone: 336 570-4044
Email: heidi.york@alamance-nc.com

If to Craig Honeycutt
City Manager
425 South Lexington Avenue
Burlington, N.C., 27215

Telephone: 336-222-5022
Email: choneycutt@burlingtonnc.gov

9. This Interlocal Agreement may be terminated or suspended for any of the following reasons which include, but are not limited to:
- a. Termination of the disbursement agreement made by the NC 911 Board and the primary PSAP;
 - b. Failure to meet the NC 911 Board policy for disbursements to secondary PSAPs;
 - c. Changes in statutory authority disallowing such disbursements of the NC 911 Fund;
 - d. Cessation of the primary or secondary PSAP's operations; and
 - e. Mutual agreement of the parties, or by other action of a governing body which prevents further participation.
10. In any action or proceeding arising out of this Agreement, each party shall bear its own attorney's fees, and the prevailing party shall be entitled to recover only court costs from the non-prevailing party incurred by such party in enforcing its rights hereunder.
11. This Interlocal Agreement shall be governed and construed by the Laws of the State of North Carolina, venue Alamance County.
12. This Interlocal Agreement contains the entire agreement between the County and the City of Burlington and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the sale contemplated by this Interlocal Agreement.

SIGNATURE PAGE FOLLOWS

Accepted and Agreed to this the ____ day of _____, 2025.

ALAMANCE COUNTY

By: _____
Manager

The City of BURLINGTON

By: _____
Manager