

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL  
AGREEMENT BETWEEN BUNCOMBE COUNTY  
AND THE TOWN OF WOODFIN

This Intergovernmental Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the Town of Woodfin, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461;

WHEREAS, public safety operational effectiveness is increased when multiple jurisdictions share a technological system;

WHEREAS, the County and Town wish to leverage enumerated technology systems in a cost-effective manner to improve public safety operations;

WHEREAS, the Town and County wish to implement an effective, integrated, multi-jurisdictional public safety technology system that will achieve collaboration, cooperation, and communication between all of the agencies;

WHEREAS, increased situational awareness through shared technology systems thereby improving safety for the residents and first responders of Buncombe County;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

I. Definitions

PSIP - Public Safety Interoperability Program

PEC – PSIP Executive Committee

II. Purpose

- A. The purpose of this Agreement is to define the terms and conditions under which criminal justice, emergency medical and fire protection software will be accessed and used by the public safety agencies in Buncombe County, North Carolina and mutually administered, supported, and maintained by the County, by and through its Department of Information Technology.
- B. The primary goal of this agreement is to allow for the creation and maintenance

of an effective automated multijurisdictional public safety information technology system. This will be an integrated system used by multiple public safety agencies throughout Buncombe County.

III. Effective Date and Term

- A. This agreement shall become effective upon ratification by the Town and County's governing boards.
- B. This Agreement shall have an "Initial Term" running from July 1, 2023 until June 30, 2026 and shall thereafter automatically renew for one (1) year renewal terms (each a "Renewal Term") running from July 1 until June 30 of successive years if not earlier terminated in accordance with its terms.
- C. Should either Party decide to terminate this Agreement, the Party must give the other Party one (1) year advance written notice of its intent to terminate.

III. Roles and Responsibilities.

- A. No joint agency is created by this agreement. The County shall have sole responsibility and authority to appoint or otherwise employ personnel necessary for the PSIP services outlined in this Agreement.
- B. COUNTY'S RESPONSIBILITIES
  - 1. The County, through its Information Technology Department, shall be responsible for the operation of the PSIP system in Buncombe County. The County shall be responsible for the day-to-day operation and supervision subject to the policies and procedures adopted by the PEC and subject to the terms and conditions of this Agreement and the corresponding Service Level Agreement.
  - 2. The County shall purchase or lease all PSIP software to be used on the system.
  - 3. The County shall be responsible for all aspects of PSIP including, but not limited to, the letting and awarding of bids, payment of debt, maintenance, standards, response time, conversion of data, system installation, project management and operation. The County shall be fully responsible for ensuring that the terms of the contract awarded or to be awarded for PSIP, including but not limited to schedule, cost and performance specifications, shall be complied with by the vendor. The proposed terms of said contract, regarding schedule, cost, and

performance specifications, will be reviewed by and concurred with by PEC prior to execution of the contract by the County.

- a. The County will provide a PSIP Project Manager who will be responsible for managing the day-to-day activities of the above.
4. The County Manager will be responsible for the adoption of the annual budget for PSIP.
5. The County will be responsible for implementing a Service Level Agreement which sets forth in greater detail, the County's obligations to its partner agencies through PSIP.
6. The County will be responsible for implementing a User Agreement which sets forth in greater detail, its partner agencies' obligations for using data obtained from the North Carolina Office of Administrative Courts.
7. The County agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by this Agreement.
8. The County acknowledges that data contained within the public safety systems operated and maintained by the County is confidential, and shall ensure that physical, electronic and procedural safeguards and controls are implemented and maintained within the agency, and between agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals.
9. If the County has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by County, the County shall immediately notify the Town and any other affected partner agency.

C. TOWN RESPONSIBILITIES

1. The Town shall be responsible for paying its proportional share of the costs.
2. The Town shall be responsible for providing the appropriate resources and manpower necessary to help ensure successful and timely implementation of PSIP software for Town use. Responsibilities would include but not limited to providing the appropriate personnel to participate in PSIP project status and

review meetings; define agency requirements; perform end-user testing of software and system functionality to assure compliance with requirements and specifications; attend/provide necessary training; provide support during final system testing and "go-live" operations.

3. Notify the County of any process or technology changes or needs that could increase the PSIP cost.
4. Appoint personnel to serve as members of the PEC and ensure their reasonable attendance at the meetings.
5. Execute a user agreement with the County regarding the use of the North Carolina Office of Administrative Court's data through RMS or other software.
6. The Town agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by this Agreement
7. The Town acknowledges that data contained within the public safety systems operated and maintained by the County is confidential, and shall ensure that physical, electronic and procedural safeguards and controls are implemented and maintained within the agency, and between agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals.
8. If the Town has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by Town, the Town shall immediately notify the County.
9. The Town will enter into Service Level Agreements with the County on an annual basis for PSIP.
10. The Town will enter into any agreements with the State of North Carolina as required.

#### IV. PSIP Executive Committee

- A. The County shall create the PEC that is responsible for providing the County feedback regarding the operation of the PSIP project for its users;
- B. The PEC will consist of the following members:

1. Buncombe County Public Safety Communications Director,
  2. Buncombe County Emergency Services Director,
  3. Sheriff or designee,
  4. Chief of Asheville Police Department or designee,
  5. Asheville Fire Chief or designee,
  6. The County IT Director or designee
  7. The Town IT Director or designee
  8. a representative from among other municipalities' law enforcement agencies using PSIP,
  9. a representative from among other municipal and county fire departments using PSIP
  10. 2 community members at large
- C. The selection for places 8 and 9 will be determined via majority vote of those agencies to a three-year term. The County will coordinate the voting processes.
- D. The Community Representatives will be selected through a competitive application process. From that list, the PEC will select the representatives by a majority vote for a two-year term. These members should be included no later than 2 years from the signing of this agreement.
- E. The PEC will convene no later than 90 days after the agreement's effective start date.
- F. The PEC's responsibilities are defined below.
1. The PEC will meet at least quarterly to review performance and compliance data and to consider and resolve questions, issues, and disputes relating to PSIP.
  2. When appropriate, decisions will be made by a majority vote of the PEC.
  3. The County shall be responsible for convening the PEC, setting and distributing its agenda, and providing timely information regarding meetings to all members and member agencies.
    - a. Any PEC member, or member agency, may place an item on the PEC meeting agenda for discussion with the concurrence of at least 2 other members.
  4. The County IT Director will provide a recommended PSIP budget to PEC for review before submitting to the County Manager for consideration in the annual County Budget;

a. The County shall provide the PEC a draft budget by November 1 of each year and a final estimate by April 1.

5. The County Manager shall appoint a chair from the members who will serve a two-year term and may be re-appointed for an additional term. The PEC Chair shall have the following responsibilities:

- a. To preside at regular and special meetings of the PEC;
- b. Facilitate the election of a Vice Chair from the PEC members. The Vice Chair will serve a two-year term and may be re-elected for subsequent terms;
- c. To call special meetings; and
- d. To appoint committees;

G. Escalation of Issues

1. Should the PEC be unable to resolve a dispute among the parties regarding PSIP, the parties may appeal the unresolved issue to the County Manager, the Town Manager and the Sheriff for resolution. If the Managers and the Sheriff are unable to come to a resolution, the final decision on resolving a dispute will be with the County Manager.

V. Data Governance and Security

- A. Both Parties shall safeguard by appropriate means the confidentiality of the information contained in the PSIP network.
- B. Each Party shall maintain network security that meets FBI and industry standards.
- C. All PSIP Agreement agencies agree to comply with all applicable rules and regulations established by Federal, State, local or tribal authorities regarding the access, use, storage, and release of information obtained through various electronic means.
- D. All PSIP Agreement agencies agree to comply with all applicable rules and regulations established by the PEC regarding the access, use, storage, and release of information obtained through various electronic means.
- E. The originating agency of PSIP related data is the owner of the data and has sole authority regarding the release of the data. No data can be released by any PSIP agency without formal approval of the originating agency. In the event of this

Agreement's termination, the parties will take all appropriate steps to ensure that all PSIP data is transferred to the originating agency.

- F. If several agencies work a mutual event, the assisting agencies cannot share any data specific to the originating agency without consent of the originating agency.
- G. Public Record requests received by the County shall be forwarded to the appropriate agency prior to the release of any data.
- H. The County reserves the right to suspend service to individual Town employees when the County determines that this agreement or any applicable state or federal law, rule or regulation has been violated by an employee of the Town. The County may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations. All costs for reconnection of service are the responsibility of the Town. The County shall have the authority to inspect Mobile Computer Terminals (MCTs) as well as laptops, tablets, and desktop computers used to access PSIP data under the authorization of this Agreement provided such access is authorized in advance by the PEC.

#### VI. New Agency Onboarding

- A. Any new agency shall complete a request form and submit it to the PSIP Manager
- B. The PSIP Manager shall review the request and determine the level of participation including what applications and interfaces the new agency has requested. The PSIP Manager will produce a report that includes all aspects of onboarding the new agency including
  - a. Initial and recurring costs – Infrastructure, equipment, applications, licenses and staffing
  - b. Level of effort to onboard and provide require services
- C. The PSIP Manager shall forward the request to the PEC
- D. The PEC will approve or deny the request. If approved,
  - a. The new agency and Buncombe County will sign a new ILA with associated SLA as a participating agency.
  - b. The PSIP Cost Model will be updated reflecting the new agencies involvement.

- c. Any non-planned costs associated with onboarding will be paid by the new agency.
    - E. Within ten (10) business days of a denial by PEC, the new agency may appeal the PEC decision to the County Manager for a final decision on whether the new agency can join PSIP.
  - VII. Procurement of additional PSIP Technology and Services
    - A. PSIP Funded Technology and Services
      - a. All PSIP technology and service acquisitions, should be planned through a budgeting cycle.
      - b. Requests for PSIP funded technology and services should be submitted to the PSIP Manager by September 1<sup>st</sup> for consideration for the following fiscal year.
      - c. BC IT will evaluate the requests and provide a technical recommendation, security review, and support impact to the PEC. BC IT will also update a cost model to reflect how these additional costs will be allocated.
      - d. The PEC will vote to add the technology or services to the following fiscal year's budget.
    - B. Agency owned technology needing integration support
      - a. Agencies should submit a request for an integration to be built and maintained by PSIP IT.
      - b. BC IT will evaluate the request and provide a technical recommendation, security review, and support impact to the PEC. BC IT will also update a cost model to reflect how these additional costs will be allocated.
      - c. The PEC will vote to add the interface to the PSIP portfolio and budget
      - d. Any costs associated with the interface will be charged in accordance with the PSIP Cost Model.
- VIII. General Terms and Conditions.
  - A. Notice. Except as otherwise provided in this Agreement, all notices and



communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows:

To Town:

Town Manager, Town of Woodfin  
90 Elk Mountain Rd.  
Woodfin, NC 28804.

To County:

County Manager  
200 College Street, STE 300  
Asheville, NC 28801.

All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

- B. Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
- C. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
- D. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
- E. Duplicate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- F. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the

obligations undertaken in this Agreement.

- G. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed in their respective names, the day and year first above written.