

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

AGREEMENT TO PROVIDE  
COMMUNICATION  
AND RECORD MANAGEMENT SERVICES

This Agreement to Provide Communication and Record Management Services (the "Agreement") is entered into and made effective this 30 day of May, 2012 (the Effective Date) by and between the City of Charlotte, specifically, the Charlotte Mecklenburg Police Department ("CMPD"); and the Town of Huntersville, specifically, the Huntersville Police Department ("HPD").

RECITALS

WHEREAS, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the CMPD on October 1, 1993 pursuant to Article 20, Chapter 160A of the General Statutes of North Carolina and Chapter 1170, Session Laws of 1969.

WHEREAS, by an Agreement dated July 1, 1996, the City and County agreed that police services provided by the CMPD within the corporate limits of Huntersville would be established by an agreement between the City of Charlotte and the Town of Huntersville.

WHEREAS, the Town of Huntersville and Chief of the HPD wish to utilize CMPD police services specifically the CMPD communication and record management systems; and

WHEREAS, the City of Charlotte and the CMPD agree to provide communication and record management services as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES.

The CMPD will provide communication and record management services, to the HPD. The HPD agrees to pay certain fees and costs associated with the use of said services.

## **2. TERM.**

Unless terminated sooner in accordance with the terms contained herein, this Agreement shall commence on the Effective Date and continue in effect until June 30, 2017. This Agreement shall automatically renew for two (2) additional consecutive three (3) year terms up to 2023, unless either party shall notify the other party, in writing, of its intention not to renew, which notice shall be given at least six months prior to the end of the then current term. . Nevertheless, either party may terminate this Agreement by providing one (1) year prior written notice to the other party. Upon the effective date of any termination, HPD shall pay any accrued but unpaid charges under this Agreement to CMPD and thereafter the parties shall have no further obligation to the other. HPD shall retain any equipment owned or leased by it.

## **3. SERVICES PROVIDED BY CMPD.**

### **3.1 Implementation**

- 3.1.1 HPD will use CMPD Computer Aided Dispatch System and applications including CMPD Knowledge Based Community Oriented Policing System (KBCOPS), I/Netviewer, I/Mobile, Stop Data, Property Control/LIMS and Report Beam. HPD will pay the implementation/ costs set forth in Exhibit A to this Agreement.
- 3.1.2 HPD will be required to pay directly to the provider for third party licenses, service and training fees for Verizon, NC DCI, and their connectivity service provider.
- 3.1.3 HPD will be required to have secured connectivity with their chosen service provider prior to CMPD implementation.
- 3.1.4 HPD will pay CMPD for Intergraph license and maintenance fees as set forth in Exhibit A.
- 3.1.5 HPD will require all Users to sign and abide by CMPD User Agreement and comply with CJIS requirements.
- 3.1.6 The City of Charlotte will provide the personnel necessary to complete the conversion at the rates set forth in Exhibit A.
- 3.1.7 CMPD will provide training for the HPD personnel on systems and applications as set forth in Exhibit A.
- 3.1.8 CMPD's policies and procedures comply with applicable standards established by the Commission on Accreditation for Law Enforcement

Agencies Inc. (CALEA) related to the administration and operations of the functions of a police communications center.

### 3.2 Calls for Service to the HPD

- 3.2.1 CMPD will answer all calls from HPD Officers for the purpose of recording their location and contact information.
- 3.2.2 CMPD will respond to and assist HPD Officers when requested.
- 3.2.3 All information will be entered into the CMPD's Computer-Aided Dispatch System (hereinafter referred to as "CAD"). CAD will track each HPD Officer call and time stamp each call.
- 3.2.4 CMPD dispatchers will monitor emergency communications generated by HPD officers and will make proper responses and notifications.
- 3.2.5 HPD will pay for E-911 and dispatch services based on the average call volume. Based on the average call volume from prior years, HPD will pay the amount set forth in Exhibit A for the first term. The call volume will be assessed at the end of the first term and readjusted for the second three year term with the same process applied for the final three year term. CMPD will utilize the same formulae and methodology as was used in computing the original charges for these services in order to compute the charges for each of the renewal periods.
- 3.2.6 HPD radios must have CMPD radio talk groups approved by the CMPD. HPD shall be responsible for all costs associated with their radios. HPD must remain in compliance with the Charlotte-Mecklenburg Radio Communication Council.
- 3.2.7 CMPD Communications will provide DCI support and connectivity for DCI related communications and messaging.

### 3.3 Telecommunications Circuit and CMPD Network

- 3.3.1 Access to the CMPD network will be via a VPN secure tunnel over the internet. HPD will have access to Report Beam, I/Net Viewer (CAD) product, I/Mobile (CAD) product, KBCOPS Records Management System, CMPD Stop Data, and the Property/Lab systems. KBCOPS would be used to meet Records Management System needs to include full access and usage of all KBCOPS

modules. HPD will provide modems and laptops for the connectivity. CMPD will provide software to install on HPD mobile computers.

- 3.3.2 Access to the CMPD network from HPD desktop computers will be blocked if the CMPD detects a virus attack. Access will be restored after proof is provided by HPD to the CMPD of both virus eradication and virus/security updates have been installed on all HPD computer equipment connected to the CMPD network.

#### 3.4 Upgrades

In order to maintain the highest level of technical service the CMPD periodically performs upgrades to its hardware and software. CMPD will provide HPD with as much advanced notice as possible when these upgrades will occur. HPD agrees and understands that it must upgrade their equipment as necessary to remain compatible with the CMPD as a condition to receive continued service under this Agreement.

#### 3.5 Training

If requested, and upon reasonable notice, CMPD will provide training to HPD personnel for services associated with this Agreement. The training includes the use of applications made available by the CMPD and the DCI approved certification program.

#### 3.6 Computer Logs

Upon 24 hour notice, CMPD will make relevant computer logs available to HPD for inspection or duplication. The CMPD retains all recorded voice-logged communications for a maximum period of sixty (60) days from the date of occurrence. Upon 24 hour notice, CMPD will provide CD, cassette, or CODEC of requested voice-logged communication recordings to HPD.

#### 3.7 Public Records Request

CMPD will forward all public records requests concerning HPD cases to the Chief of HPD, or designee, for response.

### 4. OBLIGATIONS OF THE HPD.

#### 4.1 Employee Roster

HPD shall provide the CMPD a current list of employees requiring access to the computer systems at the time of execution of this Agreement. The

HPD shall immediately notify the CMPD when an HPD employee with authorized access to the computer systems has separated from employment. HPD shall immediately notify the CMPD when a new HPD employee requires access to the computer systems. HPD employees using any CMPD system will sign and abide by the CMPD User Agreement.

#### **4.2 On-line and Telecommunication Costs**

HPD will be responsible for the purchase and cost associated with additional hardware (routers, firewall, etc.) required to establish the telecommunications circuit with the CMPD. All network and communications software must meet CMPD specifications.

#### **4.3 Purchase and Maintenance of Equipment**

HPD will be responsible for placing their 800 MHz radios on the Charlotte-Mecklenburg Radio System. HPD agrees to use laptops in their patrol vehicles to access the CAD system. Laptops purchased or leased by HPD must comply with CMPD Computer Technology Solutions Division (CTS) laptop specifications.

#### **4.4 Payment**

HPD agrees to pay for services set forth in this Agreement according to the payment schedule set forth in Exhibit B. The payment schedule will be adjusted as provided in section 3.2.5 of this Agreement for any subsequent extensions beyond the initial term.

### **5. MAINTENANCE RESPONSIBILITY.**

5.1 HPD shall be responsible for the maintenance, repair, and upkeep of any and all communications equipment that is owned, possessed, or used by HPD and its officers, employees or agents.

5.2 CMPD will provide limited technical support for the duration of the Agreement. The term "limited" shall mean that HPD technical personnel will be called first for technical support. If needed, the CMPD CTS Customer Support Team will work on the problem(s). If CTS can correct the problem(s) quickly, it will do so. If the problem(s) require action such as dealing with one of HPD's vendors, i.e., the firm that installed HPD's wireless or extended troubleshooting due to something unique to HPD then HPD shall correct the problem(s).

5.3 HPD technical personnel will be called first for technical support. Service requests may be escalated to CMPD CTS Customer Support Team for

software issues. CTS Customer Support Team services are available for telephone or email assistance Monday through Friday, 8 a.m. to 5 p.m. HPD officers requiring emergency technical support after hours may contact City of Charlotte's IT support desk.

- 5.4 HPD will pay for software support services yearly as set forth in Exhibit A.

## **6. RELATIONSHIP OF PARTIES**

Nothing contained in this Agreement shall be construed to make any party to this Agreement an agent of any other party hereto for any purpose whatsoever. None of the parties hereto nor its employees is the representative of any other party for any purpose, and no party hereto has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of any other party. Each party shall be fully and solely responsible for its own acts and omissions and those of its employees, agents and subcontractors.

## **7. INDEMNIFICATION.**

Each party shall indemnify, defend and hold harmless any other party hereto, its officers, employees, agents or subcontractors from and against any and all losses, damages, costs, expenses (including attorney's fees), obligations and other liabilities (including settlement amounts) that arise directly or are attributable to any acts or omissions relating to this Agreement and which are caused solely by such party's officers, employees, agents or subcontractors

## **8. NOTICES AND PRINCIPAL CONTACTS.**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered either in person, by U.S. mail, by electronic mail or by fax to the intended recipient at the address set forth below;

<b>HPD:</b>	<b>CMPD:</b>
Phillip Potter	Katrina Graue
Chief of Huntersville Police Department	Deputy Chief, Administrative Services
Post Office Box 664 Huntersville, NC 28070	601 East Trade Street Charlotte, NC 28202

Notices shall be effective upon the date of receipt by the intended recipient(s). Any party may change its address for notification purposes by giving the other parties hereto written notice of the new address and the date upon which it shall become effective.

**9. MISCELLANEOUS.**

**9.1 Entire Agreement**

This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, pertaining to the subject matter of this Agreement.

**9.2 Amendment**

No amendment or change to this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

**9.3 Severability**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement, provided the material purposes of the Agreement can still be determined and implemented. If any provision of this Agreement is held to be unenforceable or invalid for any reason, all parties hereto shall be relieved of all obligations arising under such provision.

**9.4 Waiver**

No delay or omission by any party to exercise any right or power under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any covenant or breach of this Agreement shall not be constituted operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties waiving the rights.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed as of the Effective Date written above.

City of Charlotte, NC

Town of Huntersville, NC

By: *Eric P. Campbell*  
City Manager 5/30/2012

By: *Mary Ferguson*  
Town Manager

ATTEST: *Stephanie G. Kelly*  
CITY CLERK

This instrument has been preaudited in the manner required by  
the Local Government Budget and Fiscal Control Act. 4/28/12  
*James H. Hoxby* Date  
Finance Officer



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **IMPLEMENTATION**

##### **Initial requirements**

- HPD will identify its users to the CMPD system. The HPD authorized users will be required to comply with CJIS security mandates and sign a CMPD User Agreement prior to being allowed access to the system.
- HPD must select the method of connectivity they prefer and pay vendor directly
- CMPD will reconfigure the firewall to allow the HPD access

##### **CMPD tasks for CAD Implementation**

**\$ 32,853**

- Additional permissions;
- Establish Unit IDs and Vehicle IDs;
- Create personnel accounts for CAD;
- Add special situations to addresses that are specific to Huntersville PD;
- Add TIDs/ORIs for DCI access;
- Add Netviewer access;
- Add Netdispatcher access;
- Add Agency filter;
- Establish division within CAD.
- Install CAD on Mobile laptops.

##### **Intergraph tasks**

**\$ 46,000\***

- Services CAD Interfaces
- Licenses for CAD I/Mobile
- Training
- \*estimate, actual amount to be provided by Intergraph and billed to HPD by CMPD separate from the agreed upon quarterly payments.

##### **CMPD tasks for additional application implementations**

**\$ 52,686**

##### **CMPD tasks for RMS (KBCOPS) implementation**

- Gather requirements;
- Create New Master Address File Overlay with HUNT beats;
- Create Scripts and Test database;

- Configure Case Routing rules for Huntersville
- Gather and configure External Agency printer info for RMS.
- NOTE: Data conversion will not be included in the scope of this product.

#### **CMPD tasks for Stop Data implementation**

- Set-up database and monthly extract to SBI;
- Add system changes specific to Huntersville PD;
- Add user permissions;
- Create Quick Reference Guides (QRGs).

#### **CMPD tasks for Property Control/LIMS implementation**

- Add user permissions;
- Create Quick Reference Guides (QRGs).

#### **CMPD tasks for Report Beam implementation**

- Gather requirements;
- Assist vendor with system changes;
- Install on workstations/laptops;
- Add user permissions;

#### **Training**

- City, CMPD and CMPD Training Academy staff will provide training for Huntersville personnel and CMPD Dispatchers.

#### **HPD tasks with third party vendors**

- Verizon, wireless access fees
- NC DCI Mobile TID fee
- Connectivity cost for provider selected by Huntersville

### **SERVICE SUPPORT and MAINTENANCE**

#### **Telecommunicators**

- Services of three (3) telecommunicators each year **\$237,403**

#### **Maintenance and support services**

- CAD/IMobile Maintenance **\$5,760**
- Report Beam Maintenance **\$4,500**
- CMPD Support Services (CAD) **\$17,261**
- CMPD Support Services (other applications) **\$ 8,462**

**EXHIBIT B**  
**PAYMENT SCHEDULE**

**Implementation costs will be billed as tasks are delivered and third party vendor services/licenses are delivered.**

**Year 1-5 July 1, 2012-June 30, 2013**

**Huntersville will be invoiced quarterly for Telecommunications services and support maintenance services.**