

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS LETTER OF INTENT ("LOI"), made and entered into this 3rd day of July, 2018 by and between WAKE COUNTY, a public body politic and corporate of the State of North Carolina, hereinafter referred to as "County" and CITY OF RALEIGH, a municipal corporation of the State of North Carolina, hereinafter referred to as "City". The County and the City are each referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, The County and the City each recognize the importance of standardized, accurate, current, and complete street names and street addressing; and

WHEREAS, a cooperative approach to street naming and addressing by the County and the City will improve delivery of emergency service in the County which enhances the overall quality of life, health, safety, and welfare to the citizens of the jurisdictions; and

WHEREAS, a standardized approach to addressing will promote planning, economic development, and the efficient and effective provisioning of government services; and

WHEREAS, the County and the City are cooperatively developing a Master Address Repository (MAR) database to be hosted by County which will include all (planned, existing, and retired) addresses within Wake County and along the perimeter of Wake County; and

WHEREAS, the County and the City recognize the mission critical nature of the services to be provided and will make best efforts to quickly resolve problems that would impact the effective use of the system; and

WHEREAS, each of the municipal jurisdictions in Wake County will be invited to participate in using the addressing tools and MAR database to generate, share, and update addresses in their jurisdictions.

The parties hereby set forth the following Letter of Intent:

1. PURPOSE

The purpose of this Letter of Intent is to set forth the mutual understanding, unified approach, and respective responsibilities of the County and the City as it relates to structuring the hosting, ownership, control, maintenance, technical responsibilities, term, permissible uses, and outside party use of the Master Address Repository.

2. TERM

This LOI shall become effective on the _____ day of _____ 2018. It shall remain in effect until the earliest of (a) written termination or extension by the parties; (b) execution of the Interlocal Agreement contemplated herein; or (3) if not earlier, by December 31, 2018. During the Term of the LOI, the parties will endeavor in good faith to negotiate and prepare all documents necessary to establish the terms and conditions for this collaboration. If at the end of the Term, including any extensions of the Term agreed to in writing by the parties, either party's governing body fails to approve the Interlocal Agreement or appropriate funding, if any, required for the performance of the Interlocal Agreement, then neither Party will be bound by this LOI, and this LOI will terminate. If this LOI terminates without the parties entering into the Interlocal Agreement, the City will have the continued right to retain and, if desired, transfer into its control the City-owned data contained within the MAR database, and the County will have the continued right to retain and, if desired, transfer into its control the County-owned data contained within the MAR database.

2. SHARED COMMITMENTS OF COUNTY AND CITY:

- A. Use reasonable efforts to keep computer and network services available except during scheduled maintenance times.
- B. Promptly inform each other of planned maintenance and unanticipated service outages.
- C. Meet monthly to discuss best practices and define and negotiate enhancements to the rGa/Spatial Focus application and database
- D. Adhere to Addressing Standards and Addressing Best Practices (editing, quality control, etc.)
- E. Employ standard Information Technology Best Practices to backup, tune, and maintain the hardware, software, database, software, procedures, and tools upon which the MAR is based.
- F. Review the efficacy and cost of the Master Address Repository each year to ensure value and proportionate cost burden to Wake County, City of Raleigh, and additional user parties; and institute new costs by the end of the calendar year to the affected parties for budgetary planning.
- G. Provide prompt testing, benchmarking, and verbal or written signoff when required for infrastructure upgrades on hardware and software with comparable specifications to the production environment
- H. Maintain supported software versions (Esri ArcGIS, Oracle, etc.) needed by the MAR database and tools
- I. Partner in providing orientation sessions for new addressing personnel
- J. Use reasonable efforts to enter addressing and centerline information in a mutually agreed timeframe
- K. In the event of a termination, provide notice by the end of the calendar year in order to provide a means for each party to access, transfer, or retain data identified as owned by that party at actual cost.

3. COMMITMENTS OF COUNTY:

- A. Pay all costs for the software maintenance agreement for the rGa & Associates desktop addressing tools in FY18 and FY19 and authorize rGa to make those desktop tools available to the City
- B. Use best efforts to quickly resolve system problems, recognizing reliance on rGa, Esri, Oracle, and other vendors
- C. Communicate any planned or unplanned system interruptions that will affect this project
- D. Work in partnership with the City of Raleigh to determine the best way to provide access to the data in the spatial and non-spatial MAR databases with a goal of ensuring access to the data, while protecting the performance and integrity of the database

4. COMMITMENTS OF CITY:

- A. Notify a Wake County MAR Addressing email (or a SharePoint Form) of data and/or system problems as soon as identified
- B. Perform ongoing quality control of addresses and address points of its jurisdiction
- C. Use best efforts to resolve issues before escalating to Wake County GIS and Information Services' Database Administrators
- D. Communicate any planned or unplanned network or other interruptions that will affect the MAR

5. ADDITIONAL DOCUMENTS OR TEXT COMPONENTS WHICH WILL OR MAY BE REQUIRED TO BE APPROVED AND/OR EXECUTED BY THE PARTIES TO EFFECTUATE THIS TRANSACTION:

- A. **Interlocal Agreement** between County and City defining scope of project. The Interlocal Agreement shall address at a minimum: scope of project, hosting, ownership, control, maintenance, technical responsibilities, term, termination, amendment, permissible uses, permitted users, financial responsibility.
- B. **Government User Agreement** to be executed by each municipal participant qualifying for use per the terms of the Interlocal Agreement. The Government User Agreement shall address at a minimum: service availability, service levels, permitted use, data security, redundancy, ownership, conversion, insurance, indemnification, intellectual property, limitation of liability, cost sharing, term, warranties, publicity, use of logo, non-assignment.
- C. **Terms of Use and Disclaimer Language** to put on website with a click through agreement to offer portal for public access.

6. MISCELLANEOUS PROVISIONS.

- A. **Modification to Comply with Law.** This LOI is intended to comply with all applicable federal and North Carolina laws and regulations. If any party determines in good faith that this LOI or the collaboration contemplated by this LOI is not in compliance with such laws and regulations, then the parties shall negotiate in good faith to modify the terms and provisions of this LOI to remedy any prior noncompliance. If compliance cannot be achieved reasonably within thirty (30) days, then this LOI shall terminate at the election of any party and no party shall have any further rights or obligations hereunder; provided, however, that the parties shall take all practicable action to remedy any noncompliance.
- B. **Legal Counsel.** The Office of the County Attorney and the Office of the City Attorney shall collaborate on all documents and approve as to form prior to the execution of definitive agreements by and between the parties regarding the matters addressed herein.
- C. **Amendments.** Amendments to this LOI will be effective only if in writing and signed by the parties.
- D. **Governing Law.** This LOI and all questions relating to it shall be governed by and construed in accordance with the laws of the State of North Carolina.
- E. **Counterparts.** This LOI may be executed by the parties in any number of separate counterparts.
- F. **Acknowledgement of Non-Binding Effect.** All parties acknowledge that this LOI constitutes an expression of intent only and does not create or constitute any legally binding obligations among the parties, and no party shall have any liability to any other party with respect to this LOI. All such rights and obligations shall arise only about duly authorized and executed definitive agreements between the Parties.

IN TESTIMONY WHEREOF, WAKE COUNTY and CITY OF RALEIGH through their authorized officers and by their own hands have hereunto set forth their hands and seals of the day and year first above written.

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WAKE COUNTY

By: 
David Ellis, County Manager

Date: July 3, 2018

By: 
Frank Cope, Community Services Director

Date: July 2, 2018

CITY OF RALEIGH

By: 
Ruffin L. Hall, City Manager

Date: 6/29/18

By: 
D. Darnell Smith, Chief Information Officer

Date: 6-18-18

