

STATE OF NORTH CAROLINA

COUNTY OF WAKE

INTERLOCAL AGREEMENT

BETWEEN

CITY OF RALEIGH

AND

WAKE COUNTY

REGARDING

MASTER ADDRESS REPOSITORY

This Interlocal Agreement (the “Agreement” or “Interlocal Agreement”), entered into this the _____ day of _____, 2019, by and between the **CITY OF RALEIGH, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (hereinafter “City of Raleigh” or “City”) and **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate (hereinafter “Wake County” or “County”); collectively referred to herein as “the Parties”;

WITNESSETH:

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 improves the delivery of emergency services in the City and 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 have developed a Master Address Repository (MAR) database hosted by County which includes 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; and

WHEREAS, by and through this Interlocal Agreement, Parties will formalize the division of responsibility for hosting, ownership, control, maintenance, technical tasks, and financial responsibility of the MAR; and

WHEREAS, Wake County and the City of Raleigh each perceive a benefit in the increased efficiency and cost savings generated by this strategic partnership and sharing of resources; and

WHEREAS, the joint undertaking between Wake County and the City of Raleigh and responsibilities as detailed herein is contingent upon the appropriation of funds from Wake County and the City of Raleigh as detailed herein; and

WHEREAS, the Parties pursuant to the authority of Chapter 160A-461 *et seq.* of the North Carolina General Statutes are authorized to enter into this Interlocal Agreement in order to pursue the above stated goals.

NOW THEREFORE, for and in consideration of the promises and covenants contained in this Agreement and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.01 **AGREEMENT**. “Agreement” means this document as approved by appropriate action through ordinance, resolution, or other method, pursuant to the ordinances, resolutions, or charter of the governing bodies of the County and City.

1.02 **AUTHORIZED USERS**. “Authorized Users” are the City, the County, and third parties, including agencies or municipalities, who are authorized to utilize the MAR system. The Parties may require third parties to execute a user agreement dictating the terms and conditions of use (“User Agreement”).

1.03 **DATA**. “Data” shall mean the quantities, characters, or symbols on which operations are performed by a computer being stored and transmitted within the MAR.

1.04 **FIXED ASSET**. “Fixed Asset” means any hardware or software product required to operate the MAR system to support the designed capability.

1.05 **FUNDING**. “Funding” means the monies that will be provided by the County and the City by authority of this Agreement to fund the initial hardware and software acquisition, continual infrastructure hardware replacement, and MAR software upgrades and professional services required for the ongoing operation of the MAR system.

1.06 **INFRASTRUCTURE**. “Infrastructure” is, collectively, the equipment (including hardware and software) that supports the MAR system and its designed operating capability. Infrastructure is comprised of, but not limited to, hardware and software required to virtualize, operate, and store data for the following components: MAR database; webview; reporting; geographic information systems servers; disaster recovery and data replication.

1.07 **INFRASTRUCTURE ENHANCEMENT**. “Infrastructure Enhancement” means acquisition and installation of MAR system equipment (including hardware and software) that serves to enhance the performance of (or add capabilities to) the MAR system infrastructure.

1.08 **INFRASTRUCTURE REPLACEMENT**. “Infrastructure Replacement” means replacement of items and services required to maintain the operating capability of the MAR

system infrastructure. These include (but are not limited to) replacement of worn or broken components with a unit cost of less than \$100,000 (when not otherwise covered by insurance), hardware and networking components, upgrade of software, maintenance of and utilities for hardware, software, insurance premiums, and any related items to support the MAR system.

1.09 INFRASTRUCTURE PURCHASE. “Infrastructure Purchase” means acquisition and installation of MAR system equipment (including hardware and software) that is required to establish and continually support the designed operating capability of the MAR system infrastructure.

1.10 INTERFACE “Interface” means anything that is requesting information from MAR or technical, functional changes to the MAR outside of the existing, built in tools.

1.11 METADATA. “Metadata” shall mean the set of data which describes the data being stored and transmitted within the MAR.

1.12 PARTICIPATING AGENCY. “Participating Agency” means current and future partner agencies throughout Wake County that utilize the MAR system.

1.13 PROFESSIONAL SERVICES. “Professional Services” mean any fee for services required to select, procure, install, upgrade (hardware or software) and continue designed operation of the MAR system.

1.14 SYSTEM. “System” means the MAR System, comprised of the combination of computer hardware, software, and networking components. Centralized, authoritative database containing all of the known addresses in Wake County in an easily-accessible and verifiable standardized format. In addition, each address is represented as a point enabling its exact visual location in the County’s Geographic Information System.

ARTICLE II PURPOSE

The purpose of this Agreement 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 of all addresses in Wake County and along the perimeter of Wake County.

ARTICLE III PROJECT HISTORY AND PHASES

3.01 Background. Prior to the implementation of the GIS Master Address Repository Project, Wake County relied on the Revenue Department’s Computer Assisted Mass Appraisal System (CAMA) as the County’s Address Repository. New addressing

information was entered into the system by GIS. The City of Raleigh relied on the in-house developed IRIS System (Integrated Raleigh Information System) for addressing needs.

3.02 Phase 1- Initiation.

A. The City:

1. Conducted competitive selection processes.
2. Contracted with Spatial Focus to develop the MAR for their jurisdiction and then the six municipalities for which they provide utilities.
3. Contracted with rGaGeoLtd to provide the software to enter and edit addresses in the GIS.
4. Transitioned database into Production environment for City of Raleigh jurisdiction
5. Amended database with Spatial Focus to include addresses for the 6 merger communities
6. Hosted Database
7. Conducted ongoing Quality Control

B. The County:

1. Participated in vendor project steering committees for database vendor and addressing software vendor

3.03. Phase 2- Migration of City MAR records to County hosted database

A. The City:

1. Migrated MAR records to a Wake County hosted database [completed July 2018].
2. Assisted with system configuration, networking, and testing.

B. The County:

1. Contracted with rGa to transfer responsibility for rGa annual software maintenance allowing software to be shared with the other municipalities in the County as well
2. Paid annual software maintenance to rGa for FY18 and FY19
3. Stood up servers (Test, Development, and Production) to host databases developed for Raleigh and Wake County System configuration
4. Managed system configuration, data deliveries and testing

3.04 Phase 3-Development of MAR for County and remaining municipalities in County.

A. County:

1. Contracted with Spatial Focus for database development for Wake County's jurisdiction and the 5 remaining jurisdictions [Status: 70% complete. Contracted through June2020.]
2. Is testing rGa's software and upgrades

3. Is Quality Controlling Data delivered by Spatial Focus

B. City (no responsibility for this phase)

3.05 Phase 4- Planning for Integrating Municipal Users. Raleigh and Wake County will assess the methodology for each municipality to access and enter addresses for its jurisdictions. Each municipal Authorized User shall be required to sign a User Agreement with terms and conditions acceptable to City and County. [Status: Future phase, timing to be determined.]

3.06 Phase 5- Integrating Municipal Users. Wake County will assess integration of other County or City applications to validate addresses against the MAR. [Status: Future phase, timing to be determined.]

3.07 Future Phases. The City and the County may add future phases to the MAR Project by written amendment to this Agreement approved by the governing authorities of each party.

**ARTICLE IV
RESPONSIBILITIES OF COUNTY AND CITY**

4.01 RESPONSIBILITIES 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 system interruption that will affect the Project at least two (2) weeks in advance; and communicate unplanned system interruptions that will affect the Project as soon as practicable after identified.
- 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

4.02 RESPONSIBILITIES 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

4.03 SHARED RESPONSIBILITIES 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 databases.
- D. Adhere to addressing standards and addressing best practices (editing, quality control) that also support the needs of public safety applications, including 9-1-1 Computer-Aided-Dispatching and emergency vehicle routing
- E. Employ standard Information Technology best practices to backup, tune, and maintain the hardware, software, database, 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.
- L. Abide by the terms and conditions of the User Agreement to be separately executed by the parties to the ILA and each municipal user of the MAR.
- M. Technical assistance and/or consulting required from Wake County Information Services, Wake County GIS, City of Raleigh Information Technology, or City of Raleigh GIS for enhancements outside of normal MAR operation or adding systems that support departments at the City of Raleigh or Wake County shall be negotiated between the Parties.

4.04 For the purpose of day-to-day notification for any interruption in MAR Services, the parties shall use the following contacts (or the then equivalent contacts for the listed positions) :

For City of Raleigh:

Service Management and Integration Manager: Spencer Smith

GIS and Emerging Technology Manager: Jim Alberque

QA Manager: Allen Chavis

Others to be included: Justin Greco, Kristyn Young

For Wake County:

Senior GIS Analyst: David Hunt

IS Division Supervisor: Carter Vickery

Assistant IT Director: Mike Bass

4.05 Each of the responsibilities outlined herein is a material obligation of this Agreement and the failure to perform any such commitment shall be considered a material breach of this Agreement.

ARTICLE V TERM

5.01 This Agreement shall be effective upon the properly authorized execution of the Agreement by both parties hereto (“Effective Date”) and shall continue in effect until June 30, 2024. (“Initial Term”).

5.02 The Agreement shall automatically be renewed for additional successive one (1) year terms running concurrent with the fiscal year (July 1-June 30) (“Successive Terms”), for no more than ten (10) successive terms unless either party terminates this Agreement in accordance with Article IV.

ARTICLE VI TERMINATION AND AMENDMENT

6.01 Material Breach. In the event that either Party materially breaches this Agreement, the other Party shall deliver written notice of the breach and request to cure. If such breach is not cured within thirty (30) days of written notice thereof or such longer time period as the parties may agree in writing, the non-breaching Party may, without further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement. The termination of this Agreement shall not serve to terminate any obligation of either party existing prior to the effective date of termination.

6.02 Termination upon one (1) year’s notice. Either Party may terminate its participation in this Agreement with or without breach by giving written notice to each other Party of intent to terminate, as well as reasons for terminating (which shall be in the sole discretion of the terminating party), at least one (1) year prior to the termination date, or effective date of the renewal term.

6.03 Immediate Termination. In the event that either party identifies a third-party event causing degradation or unacceptable risk to MAR and the integrity of the Data and Metadata, the Agreement may be terminated immediately with notice to the other party

and use of the MAR may be suspended until remediation of the issue. In such event, the parties shall cooperate fully to resolve the identified event. This obligation survives the termination of the Agreement.

6.04 Ownership, Return, and Use of Data and Metadata. Upon termination for any reason, the originating party of the Data or Metadata will retain ownership of the Data or Metadata, but the other party shall maintain duplicates of the information in the MAR. Upon request for a copy of the Data or Metadata, the information will be provided within a reasonable time in an acceptable electronic format at the requestor's expense. There shall be no restriction on use of the retained or returned set of Data and Metadata.

6.05 Bankruptcy/Insolvency Special Provisions. If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains undischarged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure, and the other Party may terminate effective immediately.

6.06 Cooperation Provisions. In the event of a termination pursuant to any subsection hereunder, the terminating Party shall **not** be relieved of any existing and unperformed obligations up until the effective date of termination.

6.07 Non-Exclusive Remedies. No remedy provided in this Agreement shall be considered exclusive of any other remedy in law or in equity.

6.08 Notice. Any notice required by this section shall be delivered electronically and in writing to the Parties at the following addresses:

For City of Raleigh:

With a copy to City Manager
 City of Raleigh
 PO Box 590
 Raleigh, NC 27602

With a copy to City Attorney
 City of Raleigh
 PO Box 590
 Raleigh, NC 27602

With a copy to Chief Information Officer
 City of Raleigh
 PO Box 590
 Raleigh, N.C. 27602

For Wake County: Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

With a copy to Wake County Attorney
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

With a copy to Wake County GIS Director
Wake County Office Building
337 S. Salisbury Street
Raleigh, N.C. 27601

6.09 Amendment. If any Party desires to amend the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Party. If the Parties agree to the proposed amendment, then the amendment shall be effected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Wake County Manager and the City of Raleigh Manager. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement. Any amendment to this Agreement to be effective must be in writing and signed by both Parties.

ARTICLE VII PROCUREMENT

7.01 The County will act as lead procurement and contractual agent for the ongoing maintenance or expansion of the MAR.

7.02 Wake County shall conduct a qualification-based procurement process in accordance with Wake County procedures for consultant selection and shall solicit proposals in accordance with a scope of work jointly developed and approved by the Parties as set forth in the Request for Proposal developed at the execution of this Agreement.

7.03 Wake County shall ensure that the City of Raleigh and the anticipated municipal end users of the MAR System as identified by County and City have an opportunity to participate and provide input in the RFP process. Each party and municipal end user shall receive regular updates on the RFP process and shall have the right to designate a

participant on the selection panel. Once a consultant is selected, each party will be expected to provide input and cooperation in the consultant process. Any changes to the scope of work must be approved in writing by the Parties.

7.04 Wake County shall have the sole right to terminate the procurement process, or not select any consultant as a result of the procurement process; provided that no party shall be expected to tender any part of its cost share except to cover costs actually incurred.

7.05 Neither party shall have the right to withhold or demand the return of cost share once the costs for materials or services are actually incurred regardless of whether any party is dissatisfied with the work product.

ARTICLE VIII FUNDING

8.01 The County and City shall each be responsible for their respective costs incurred up to the execution of the Agreement for the functions outlined in Article III with no contribution from the other party.

8.02 Starting in the first fiscal year after the execution of the Agreement forward, all costs associated with the MAR system, including infrastructure purchase and replacement, any needed software license renewals (currently included in maintenance), procurement, installation, maintenance and professional services required to maintain the MAR shall be reviewed annually in a timeframe that allows for fiscal year budget inclusion by the County and City to determine the appropriate cost sharing (if any) for the following fiscal year.

8.03 Cost incurred to provide special system functionality, speed or infrastructure enhancements required by any singular Party or User shall be the sole responsibility of the Party or User requiring such enhancements.

8.04 The parties shall reconcile costs due to each party and submit any payment due to the other within 30 days of receipt of an invoice.

8.05 For each fiscal year of the Agreement, City and County reserve the right to develop cost sharing metrics between Parties and Municipal Users based upon the number of records, number of access metrics, volume of maintenance requests consultative technical support, and troubleshooting per fiscal year for each party. Any cost -sharing shall be based upon proportionate MAR usage between all parties, including City, County, and other Municipal Users.

8.06 All infrastructure enhancements shall be the financial responsibility of the requesting Municipal User for initial purchase and subsequent annual software maintenance.

ARTICLE IX RECORDS AND INSPECTION

9.01 The County and the City agree that each party hereto, will cooperate with the State, County or municipal Auditor or any of their duly authorized representatives at any time during normal business hours, and further, that such auditor shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party hereto and involve transactions relating to this Agreement.

9.02 The County and the City agree to maintain all records relative to this Agreement and the MAR system during the period in which such system is used by both parties and further, for an additional period of time as prescribed by law or absent such prescription, for five years beyond the expiration date of the Agreement.

9.03 In the event that legislation is passed by either the United States Congress or the North Carolina General Assembly delimiting public access to the financial, operational, or other relevant records of MAR systems, the State, County or municipal auditor conducting such review shall agree to maintain as confidential any information or data permitted to be excluded from public access and review. Such protected information and data shall, to the extent permitted by law, not be included in written findings of an auditor nor discussed in any forum open to the public. The County Attorney, shall identify, in writing, the information or data excluded from public access and review, and shall provide the list of exclusions to each party to this Agreement and to the City Attorney of the City of Raleigh. The County and the City agree to include such restrictions in any public solicitations or contracts for audit services.

9.04 Ownership of Data and Metadata stays with originating party.

ARTICLE X DATA PRIVACY

10.01 The COUNTY and THE CITY agree to abide by all applicable Federal and State laws and regulations and confidential information concerning individuals and data including, but not limited to information made non-public by such laws or regulation.

ARTICLE XI CONTROL, OWNERSHIP, MAINTENANCE, AND MODIFICATION OF SYSTEM

11.01 The County shall be the lead agency responsible for administering the MAR.

11.02 The ownership of all licenses used with the system shall be with the party purchasing the license from the licensor. The ownership of the infrastructure shall be with the party having physical possession of the infrastructure, provided that the party has paid its share of assessed cost for the infrastructure. The parties shall consult with their respective Finance Officers to determine a consistent method for reporting and documenting capital expenditures.

11.03 The County and City shall jointly review system operating information for the purpose of developing documentation to support requests for additional modules or capabilities that may be needed. Modifications for specific interfaces or modifications to interfaces or expanding the use of existing interfaces shall be made only upon written agreement taking into account cost sharing between benefitted parties.

11.04 County must approve any interface or modification, application upgrade any deviation from system taking into account risk to security, access, and interference with business operations, and planning of critical applications. Within sixty (60) days of execution of this Agreement, the parties shall develop a joint consideration process for making the decisions set forth in this section. This process shall ensure that each party has equal representation during the evaluation of decisions, and the County as lead agency shall have final approval.

11.05 Neither party shall share access to MAR infrastructure, editing, or tools with an additional party or user without agreement and approval of both parties.

11.06 In the event that either the County or City dissolve this Agreement or otherwise leaves the system, the County as the procuring and contracting agent shall determine the terms and conditions pursuant to which each Party shall, to the extent practicable, retain ownership or receive value for any software, licensing, or related hardware purchased by them for use in the MAR system in proportion to the actual contributions of each party. No terminating member is entitled to receive a refund of monies previously paid. Any value received shall be present value, taking into account current condition and obsolescence, and any actual value received. The retaining party shall not be required to pay for property that is not usable. Neither party shall owe the other party for any actual or perceived difference in value of the software, licensing, or related hardware used in the MAR system upon termination or distribution of property to each party.

11.07 The parties agree that neither party has a proprietary or monetary interest in the development of the MAR or included Data or Metadata in the event of dissolution of the Agreement or discontinuation of the MAR. The Data and Metadata are jointly developed assets provided publicly via the Open Data Programs at each entity. The Data and Metadata would be provided as an export file in the event of a dissolution of the agreement or discontinuation of the MAR in accordance with Section 6.04 herein.

ARTICLE XII RELATIONSHIP OF PARTIES

12.01 Wake County and the City of Raleigh are, and shall remain independent contractors with respect to any service or function performed under this Agreement. Except as provided for in this Agreement, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of the other party for any purpose. Nothing under this Agreement is intended or should be construed in any manner to create a partnership or venture between the Parties.

12.02 Each party agrees that it will obey all State and Federal statutes, rules and regulations which are applicable to any responsibility or duty outlined herein. The County represents that it has or will secure at its own expense all personnel required in performing services under this Agreement where proportionate reimbursement from the City is required. Any and all personnel of the County or City or other persons engaged in the performance of any work or services under this Agreement shall have no contractual relationship with the other party and shall not be considered an employee of any other party. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other party, including, without limitation tenure rights, medical and hospital care, sick and vacation leave, worker's compensation, Re-Employment Insurance, disability, severance pay, or retirement.

12.03 Any and all claims that might arise under the Unemployment Compensation Act, the Worker's Compensation Act of the State of North Carolina, or any other applicable Federal or State law, rule, or regulation on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against either party, its officers, agents, contractors, or employees shall in no way be the responsibility of the other party. To the extent permitted and as limited by North Carolina law, each party shall be responsible for its own acts and the acts of its employees related to the subject matter of this Agreement.

ARTICLE XIII NON-ASSIGNMENT

13.01 Neither party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other party to this Agreement.

ARTICLE XIV NON-APPROPRIATION

14.01 Wake County and the City of Raleigh are governmental entities, and the contract validity is based upon the availability of public funding under the authority of their respective statutory mandates. In the event that funds are not available and not appropriated to the program specified in this Agreement, then this Agreement shall automatically expire without penalty to either party. In the event of a legal change in either party's statutory authority, mandate, and mandated functions which adversely affects the authority to continue performing obligations under this Agreement, then this Agreement shall automatically expire without penalty to either party.

ARTICLE XV NO THIRD-PARTY BENEFICIARIES

15.01 This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

ARTICLE XVI NO WAIVER OF SOVEREIGN IMMUNITY

16.01 Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive either Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County or City of Raleigh for any reason if otherwise available as a matter of law.

ARTICLE XVII NO WAIVER OF QUALIFIED IMMUNITY

17.01 No officer, agent or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

ARTICLE XVIII ENTIRE AGREEMENT, MERGER, MODIFICATION

18.01 The entire Agreement between the parties with regard to the coordinated selection, procurement, installation, ownership, and upgrade of the MAR system is contained herein and that this Agreement supersedes all oral arguments, previous written agreements, and

negotiations between the County and the City regarding the MAR System. Notwithstanding the above, it is the intent of the parties that the rights and obligations of this Agreement shall be applicable solely to the funding and ownership of the MAR system and shall not extend to use of the MAR system, which shall continue to be governed by separate agreements.

18.02 Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

ARTICLE XIX SEVERABILITY

19.01 If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

ARTICLE XX COUNTERPARTS

20.01 This Agreement may be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XXI NON-DISCRIMINATION

21.01 In consideration of the signing of this Contract, the Parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract, no matter how remote. The Parties further agree in all respects to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

ARTICLE XXII APPLICABLE LAW

22.01 All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action

relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

22.02 The County and the City agree to comply with all applicable Federal and State laws as well as local ordinances relating to non-discrimination, affirmative action, public purchases, contracting, employment including worker's compensation and state labor wage provisions, and surety deposits required for construction contracts.

ARTICLE XXIII E-VERIFY

23.01 The Parties and any vendor hired by the County to perform work on the MAR System shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq.

ARTICLE XXIV IRAN DIVESTMENT

24.01 Any vendor hired by the County to perform work on the MAR system shall comply with the requirements of the Iran Divestment Act by certifying that 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

ARTICLE XXV FORCE MAJEURE

25.01 Neither the County nor the City shall be responsible for interruptions in system service due to the forces of nature, war, manmade disasters or other such acts beyond the control of the County or City.

IN WITNESS WHEREOF, intending to be legally bound hereby, and with the authority vested in them by resolution of their respective governing boards, the parties have caused this Interlocal Agreement to be executed and delivered as of the date first above written.

<p>CITY OF RALEIGH, NORTH CAROLINA</p> <p>By: _____ City Manager</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Officer City of Raleigh, North Carolina</p>
<p>By: _____ Chief Information Officer</p>	
<p>ATTEST:</p> <p>By: _____ Clerk</p> <p>SEAL</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ City Attorney</p>

<p>WAKE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Director Wake County, North Carolina</p>
<p>By: _____ Community Services Director</p>	
<p>ATTEST:</p> <p>By: _____ Clerk</p> <p>SEAL</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ County Attorney</p>