

FOURTH AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT

This FOURTH AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT is made and entered into this 23rd day of June, 2022, by and between the CITY OF WINSTON-SALEM, NORTH CAROLINA (the "City"), and the COUNTY OF FORSYTH, NORTH CAROLINA (the "County").

WHEREAS the City and the County have previously entered into an Interlocal Cooperation Agreement For Installation, Operation, And Maintenance of an 800-MHz Trunked Radio System dated June 24, 2002 ("Interlocal Agreement"), and amended September 24, 2002, ("First Amendment"), January 26, 2004, ("Second Amendment), and May 11, 2007 ("Third Amendment"), for their joint establishment of a Motorola ASTRO Digital Smartnet 800-MHz Simulcast Trunked Radio System (the "System") for the mutual benefit of their public safety and public service agencies;

WHEREAS the current System is 20 years old and at the end of its useful life, is no longer supported by the manufacturer, Motorola, is experiencing more frequent repairs, and the County's Interagency Communications Department is unable to acquire replacement parts for the System;

WHEREAS a functioning Public Safety radio system is crucial to the efficient and effective delivery of emergency response, in particular, such as emergency medical response, law enforcement response, and fire service response;

WHEREAS the System is also relied upon for non-emergency functions such as public works, facilities maintenance, and public health;

WHEREAS P25 Technology is the state-of-the-art medium for the provision of Public Safety emergency communications and is interoperable and enables multiple vendors, in addition to the primary Fixed Network Equipment ("FNE") provider, to provide radios and other subscriber units;

WHEREAS, under the current Interlocal Agreement, the City is responsible for administration of the Contract with Motorola and is the licensee of a portion of the frequencies assigned to the System, and the County is designated as the entity to operate and manage the System; and

WHEREAS this Fourth Amendment to Interlocal Cooperation Agreement between the City and the County addresses the City's and the County's respective roles in replacement and upgrading of the System;

NOW, THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendment To Title of the Interlocal Agreement. The Title of the Interlocal Agreement is deleted and replaced with "INTERLOCAL AGREEMENT FOR INSTALLATION, REPLACEMENT, OPERATION, AND MAINTENANCE OF AN INTERAGENCY PUBLIC SAFETY RADIO SYSTEM."

Section 2. Amendment to Section V of the Interlocal Agreement, entitled "Management".
Section V of the Interlocal Agreement is amended by adding a new Paragraph G as follows:

G. System Replacement Administration

1. County is authorized to enter into any and all necessary agreements on behalf of the City and the County to facilitate and complete the replacement of the current ASTRO Digital Smartnet 800-MHz Trunked Radio System with an 800 MHz P25 Phase 2 (TDMA) Trunked Radio System (“P25 System”). In this regard, County is authorized to execute on behalf of the City and the County all necessary documents for purposes of System replacement, subject to a pre-audit certificate thereon, by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. This includes, but is not limited to, entering into a contract with Motorola, Inc., as the project contractor.

2. As signatory on behalf of the City and County for the contract with Motorola to replace and upgrade the Public Safety emergency communications system, County will pay Motorola the entire \$18,094,483 contract amount, and the City will reimburse the County \$8,573,503 for its proportionate share of the P25 System, including equipment ordered by the City. The County’s proportionate share of the P25 System and equipment ordered by the County is \$9,520,980. In the event that the cost of the P25 System increases, the City and the County will each pay for one-half of any additional shared P25 System costs, and the City and the County will individually pay for any additional equipment costs for the equipment ordered by each entity.

3. The City and the County will each own one-half of all shared, newly installed P25 System components, the City will own the new equipment ordered by the City, and the County will own the new equipment ordered by the County. As part of the replacement of the System with the P25 System, the County is authorized to dispose of all unneeded components of the System.

4. The County is responsible for reviewing all plans and cost estimates relating to replacement of the System with the P25 System.

Section 3. Effect of the Fourth Amendment to Interlocal Agreement. Except as modified by the First, Second, and Third Amendments to Interlocal Cooperation Agreement, and this Fourth Amendment to Interlocal Cooperation Agreement, all of the terms and provisions of the Interlocal Agreement shall remain unchanged and in full force and effect and are incorporated herein by reference.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers, this the 23rd day of June, 2022.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr., County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

CITY OF WINSTON-SALEM, NORTH CAROLINA

(SEAL)

By: _____
Lee D. Garrity, City Manager

Date: _____

ATTEST:

Sandra Keeney, City Clerk

Date: _____