

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT  
REGARDING THE 800 MHz RADIO SYSTEM UPGRADE**

**THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING THE 800 MHz RADIO SYSTEM UPGRADE** is entered into on \_\_\_\_, 2012 by and between the CITY OF DURHAM, a North Carolina municipal corporation (the “City”) and the COUNTY OF DURHAM, a political subdivision of the State of North Carolina, (the “County”). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

On September 27, 2005, the City and County entered into an Interlocal Agreement regarding the 800 MHz Radio System Upgrade (hereinafter the “Original Agreement”) to address operation and funding of the Radio System, and to consolidate operation and management of the Radio System. The parties amended the Original Agreement in September 2010, to upgrade the microwave radio system. The parties desire to amend the Original Agreement to enhance the radio system further.

**NOW THEREFORE, the City and County hereby agree to amend the Agreement as follows:**

1. The following section 8.3 is hereby added to the Original Agreement to read as follows:

**Section 8.3. Phased Upgrade of 800 MHz Radio System**

8.3.1. The City shall add new radio equipment at the City’s four radio tower sites and at the 911 Center in the Police Headquarters building, located at 505 W. Chapel Hill Street, the backup 911 Center, and the Durham County Sheriff Dispatch Center (hereinafter referred to as the “P25 Radio Project”). The radio equipment provides for communications between the dispatch centers and the Public Safety responders and other departments, and for the simulcast capability of the four radio towers. The equipment will replace the old radio equipment purchased in 1994 and partially upgraded in 2005. The new equipment will upgrade the radio system to the APCO P25 standard for Public Safety radio systems. The P25 Radio Project is estimated to be completed in three phases by December 31, 2014.

The City will enter into contracts with Motorola Solutions Inc. to provide and install the radio equipment in three phases as follows (costs shown are not-to-exceed estimates and are subject to contract negotiation):

Phase I – FY13 upgrade to 40 new dispatch console positions located at the Primary 911 center, the backup 911 center, and the Sheriff’s dispatch, P25 core equipment and SmartX gateway allowing continued use of old radio infrastructure. Approximately \$5.9 million.

Phase II – FY14 upgrade 12 channels to P25 radio infrastructure including new antenna systems at all towers. Migrate Public Safety to P25. Approximately \$4.6 million.

Phase III – FY15 (optionally FY16) upgrade additional 12 channels to P25 radio infrastructure. Migrate non Public Safety to P25. Approximately \$2.7 million.

The City's CIP will include funding for technician training, contingencies, and the future relocation of the microwave and other equipment to the new radio building being constructed by the City at the Camden Ave. tower, which is estimated to be completed by June 31, 2013 (which is not included in the P25 Radio Project). Some portions of this additional work may be contracted directly with other contractors for cost savings.

8.3.2. Funding of the P25 Radio Project. The City and County agree to share in the cost of the P25 Radio Project up to a total Project cost of \$13.2 million, in the manner provided below.

The City will purchase the Phase I equipment in the first year (FY 2013). The City shall invoice the County no sooner than July 1, 2013 for the County's share of the Phase I equipment. The City shall invoice the County for its share of future Phases II and III subsequent to the City executing contracts for that work except that in no instance shall the City invoice the County for Phase II before July 1, 2014 or for Phase III before July 1, 2015. The County shall make payment to the City within 30 days of the invoice dates.

In the event the City completes the P25 Radio Project at a cost below the contracted amounts ("Savings"), then the County's portion of the P25 Radio Project shall be reduced in an amount equal to one-half of the Savings from the completed Project. The City shall provide the County with periodic reports regarding the status of the P25 Radio Project, the costs incurred and schedule for completion. Upon completion of the P25 Radio Project, the City shall provide the County Finance Director a report showing the final total cost of the P25 Radio Project and the Savings, if any. The County's portion of the Savings shall be refunded to the County.

2. Exhibit C of the Original Agreement is also amended to reflect actual practice as to the calculation of annual expenses and radio inventory.

The following paragraphs in Exhibit C are amended to read:

"All System Subscribers (defined as those agencies utilizing the Radio System, including City Agencies, County Agencies and Other Agencies, as set forth on Exhibit D) will pay the same fee per radio. The annual Maintenance Fee per System Subscriber shall be calculated in January of each year for the purposes of budgeting for the forthcoming fiscal year. The calculation is based on actual expenses from the previous fiscal year and the number of radios in operation for any and all Agencies as of June 30. These Fees will go into effect July 1, 2005. Maintenance Fees shall be recalculated and adjusted annually, subject to adjustments allowed for in the Agreement, subject to section 8.2. "

"The audited Radio System operating and maintenance expenses from the previous fiscal year = EXPENSE"

"Total of all City and County and Other Agency radios as of June 30 = # OF RADIOS"

"An annual System Subscriber inventory conducted by the Operator at end of previous fiscal year will determine the number of radios in operation for any and all Agencies as of

June 30 and will be the basis upon which upcoming fiscal year Maintenance Fees are calculated. The calculation shall be based on actual audited expenses from the previous fiscal year. The system subscriber inventory and the Maintenance Fees for the upcoming Fiscal Year shall both be submitted to the County Radio System representative no later than January 31.”

Exhibit C as Amended is attached.

3. Except as amended hereby, the provisions of the Original Agreement are reaffirmed and remain in full force and effect.

The parties have caused this Second Amendment to the Interlocal Agreement regarding the 800 MHz Radio System Upgrade to be executed as of the date first stated above by authority duly granted by the Durham City Council and the Durham County Board of Commissioners.

**CITY OF DURHAM**

**COUNTY OF DURHAM**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
County Manager

(SEAL)

(SEAL)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk to the Board

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

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\_\_\_\_\_  
Finance Officer  
**CITY OF DURHAM**

\_\_\_\_\_  
Director of Finance  
**COUNTY OF DURHAM**

**EXHIBIT C AMENDED  
TO THE INTERLOCAL AGREEMENT REGARDING THE  
800 MHz RADIO SYSTEM UPGRADE  
MODEL FOR ANNUAL INFRASTRUCTURE MAINTENANCE FEES**

This exhibit is incorporated into and made a part of the Interlocal Agreement for Funding of Radio System (“Agreement”) between the CITY OF DURHAM (the “Operator”) and DURHAM COUNTY (“User”). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement.

All System Subscribers (defined as those agencies utilizing the Radio System, including City Agencies, County Agencies and Other Agencies, as set forth on Exhibit D) will pay the same fee per radio. The annual Maintenance Fee per System Subscriber shall be calculated in January of each year for the purposes of budgeting for the forthcoming fiscal year. The calculation is based on actual expenses from the previous fiscal year and the number of radios in operation for any and all Agencies as of June 30. These Fees will go into effect July 1, 2005. Maintenance Fees shall be recalculated and adjusted annually, subject to adjustments allowed for in the Agreement, subject to section 8.2.

**The Maintenance Fees shall be utilized to recover the estimated operating budget for the support and maintenance of the Radio System infrastructure.**

The following calculation is used to determine the annual Maintenance Fee on the Upgraded Radio System:

The audited Radio System operating and maintenance expenses from the previous fiscal year =  
EXPENSE

Total of all City and County and Other Agency radios as of June 30 = # OF RADIOS

EXPENSE/# OF RADIOS = Per Radio Annual Maintenance Fee

An annual System Subscriber inventory conducted by the Operator at end of previous fiscal year will determine the number of radios in operation for any and all Agencies as of June 30 and will be the basis upon which upcoming fiscal year Maintenance Fees are calculated. The calculation shall be based on actual audited expenses from the previous fiscal year. The system subscriber inventory and the Maintenance Fees for the upcoming Fiscal Year shall both be submitted to the County Radio System representative no later than January 31.