

**NORTH CAROLINA
DARE COUNTY**

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT entered by and between Dare County and Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo, hereinafter referred to individually as a "party" and collectively as "the parties," is executed pursuant to all applicable governing laws of the State of North Carolina. The parties acknowledge they have read and understand the terms and conditions contained herein. This Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services pertaining to the Motorola FLEX public safety software system. Each party does agree as follows:

1.0 DEFINITIONS

PARTIES: The entities directly associated with the Motorola FLEX public safety software system, which include Dare County and the Town of Southern Shores, Town of Nags Head, Town of Kity Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo.

SERVER SITE: The Dare County Sheriff's Office will herein be referred to as the Server Site. As such, the dedicated server(s) for the software applications will be maintained and stored at the Server Site and its associated facilities.

CONNECTED SITES: Town of Southern Shores Police Department, Town of Nags Head Police Department, Town of Kity Hawk Police Department, Town of Kill Devil Hills Police Department, Town of Duck Police Department, and Town of Manteo Police Department will herein be referred to as the Connected Sites. As a shared entity utilizing the server(s) at the Dare County Communication Center, the software owned and operated by the Connected Sites will use the server(s) at the Server Site.

MOTOROLA FLEX SYSTEM: All references to the system, software, Motorola FLEX, Motorola FLEX system, or Motorola FLEX public safety system software refer to any version or parts of the public safety software applications provided by Motorola, Inc.

AUTHORIZED INDIVIDUAL: An Authorized Individual is one who has been given a unique username and password login to the Motorola FLEX System. Each Authorized Individual must be a current Employee In Good Standing, as defined below, of Dare County, Town of Southern Shores, Town of Nags Head, Town of Kity Hawk, Town of Kill Devil Hills, Town of Duck, or Town of Manteo, or an authorized IT Contractor in Good Standing designated by the Server Site, or a Connected Site, to assist or perform maintenance on the Motorola FLEX public safety software system at the Server Site or a Connected Site.

HIGH PRIORITY ISSUE: Issues that are critically impacting the Motorola FLEX public safety software system and the job performance of multiple users.

MEDIUM PRIORITY ISSUE: Issues that are impacting the Motorola FLEX public safety software system and the job performance of at least one user.

LOW PRIORITY ISSUE: Issues that are impacting the Motorola FLEX public safety software system but have a minimal impact on the job performance of users.

EMPLOYEE IN GOOD STANDING: An employee of one of the parties who has not been terminated for any reason; has not been relieved of duty pursuant to a criminal or administrative investigation; has not had his or her access to the Motorola FLEX public safety system software revoked or terminated for any reason; and has not been charged with a felony offense, or a misdemeanor offense listed in the most recent publication of the North Carolina Criminal Justice Education & Training Standards Commission/North Carolina Sheriffs' Education and Training Standards Commission Class B Misdemeanor Manual.

IT CONTRACTOR IN GOOD STANDING: An employee of an IT company that is under a current contract to provide IT services and assistance to Dare County, Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, or Town of Manteo; and who has not had his or her contract to provide such services and assistance terminated directly or indirectly for any reason; and who has not been charged with a felony offense, or a misdemeanor offense listed in the most recent publication of the North Carolina Criminal Justice Education & Training Standards Commission/North Carolina Sheriffs' Education and Training Standards Commission Class B Misdemeanor Manual; has been fingerprinted and remains in full compliance with all FBI Criminal Justice Information Services (CJIS) and NC SBI Division of Criminal Information (DCI) requirements.

SYSTEM APPLICATIONS ADMINISTRATOR: Often referred to as a "Super User," is a user of the Motorola FLEX public safety system software who has been given the ability to access all programs in the Motorola FLEX public safety software system and has "Administration Mode" privileges. Further, a Super User can view all partitions, and can access, add, modify, and delete all records on the Motorola FLEX public safety system software. System Applications Administrators are responsible for adding all new Authorized Individuals, Agency Administrators, and System Applications Administrators to the system. Only employees of the Server Site who are assigned to administer the Motorola FLEX public safety software system and who are sworn law enforcement officers or who have a need to assist in administering the Motorola FLEX public safety system software may possess System Applications Administrator rights.

AGENCY ADMINISTRATOR: Appointed by the Agency Head at each Connected Site, Agency Administrators have the ability to access the programs the employing Connected Site has purchased within the Motorola FLEX public safety software system, and the data specific to the Agency Administrator's employing Connected Site. Agency Administrators can also view partitions for the applicable Connected Site; access, add, modify, and delete records for the applicable Connected Site; make administrative changes to program settings for the applicable Connected Site; and have full authorization to modify, and delete their Connected Site's own Authorized Individuals' and Agency Administrators' access, rights, or privileges within the Motorola FLEX public safety software system. Each Agency Head shall have Agency Administrator privileges.

AGENCY HEAD: The chief of police at each Connected Site and the Sheriff at the Server Site.

2.0 DATA ENTRY AND USE

2.1 STANDARDS COMMITTEE

A Standards Committee will be established. The Standards Committee will be chaired by the Dare County Sheriff's Office Director of Communications and will include one member from each Connected Site, who is appointed by the chief of police from each Connected Site. Each appointee should be an Agency Administrator for their respective agency.

The Standards Committee shall initially meet within thirty (30) days after the execution of this Agreement and shall thereafter meet at least monthly to address issues arising with regard to: this Agreement; the Motorola FLEX public safety software system; polices, standards, and changes to the use of the Motorola FLEX public safety software system; or any other issue properly before the Standards Committee. At their initial meeting, the Standards Committee shall establish regular dates and times for its monthly meetings, and procedural rules for its meetings. The Server Site shall be responsible for scheduling the initial meeting of the Standards Committee with the Agency Heads or, if appointed, the Standards Committee member.

The Standards Committee shall also schedule special meetings upon the written request of any member of the Standards Committee or Agency Head, which special meetings may be to address any item set forth in the paragraph above.

Each member of the Standards Committee shall have one vote, with a simple majority needed, when voting to approve or disapprove standards and proposed changes to the Motorola FLEX public safety software system.

Members of the Standards Committee will also serve as the primary point of contact for communication regarding the Motorola FLEX public safety software system, between the Server Site and the Connected Site. Troubleshooting requests will be made electronically using a tracked system. Members of the Standards Committee should receive regular communication from the Server Site regarding the Motorola FLEX public safety software system.

The Standards Committee shall be responsible for making all decisions regarding standards, substantive changes, and policies regarding the Motorola FLEX public safety software system and its design and usage but shall not be responsible for the daily oversight of the said system.

The Server Site will make decisions, without a vote by the Standards Committee, regarding the standards and changes to the Motorola FLEX CAD and Jail modules.

2.2 DATA ENTRY STANDARDS

Terms of consistency are to include consistent vocabulary and references throughout the Motorola FLEX System as well as definitions for all code tables throughout the system.

2.3 GEOBASE SETUP AND ONGOING MAINTENANCE

It will be the responsibility of the Server Site to develop, update, and maintain all GeoBase files for all parties, including street center lines, partial layers, police zones, and common place names. The Connected Sites will have full authorization to work collaboratively with the Server Site to define these specifications for system users, and the Server Site shall update the GeoBase files based on input from the Connected Sites.

2.4 DATA SHARING

The Server Site shall allow the Connected Site to maintain separate records and data specific to each party's Motorola FLEX public safety software system. Each party will have access to computer programs and stored data within the Motorola FLEX public safety software system. Access to the Connected Site's data will be established and directed by the Server Site with the Connected Site's participation and approval. Data entered into the system by any party becomes a part of the server database and will be subject to maintenance or archival procedures as determined by the Server Site, the Standards Committee, or as required by law.

Any Connected Site may partition data applicable to its GeoBase files or entered into the Motorola FLEX public safety software system by its own Authorized Individuals or Agency Administrators into the Motorola FLEX public safety software system, so that no other Connected Site may access that partitioned data ("Partitioned Data"). Each party shall have access to data entered into the Motorola FLEX public safety software system by another party unless that data is Partitioned Data.

2.5 USE OF DATA

No party will sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the data or screens by any person, firm, corporation, or association, other than the party's respective Authorized Individuals, Agency Administrators, or System Applications Administrators, without prior written approval from all parties. Each party acknowledges and agrees that any party may deny the aforementioned acts to be undertaken by the other party.

Dissemination of data or information is the responsibility of each party and shall be consistent with the provisions of this Agreement. Each party shall ensure that its Authorized Individuals, Agency Administrators, and System Applications Administrators, as applicable, do not disclose data obtained through the Motorola FLEX public safety software system except as permitted by this Agreement or as required by law.

2.6 NON-PUBLIC RECORDS

Pursuant to NCGS Sections 132-1.4 and 132-1.4A, records entered into the Motorola FLEX public safety software system may not be subject to disclosure pursuant to the North Carolina Public Records Act, NCGS Section 132-1 et seq. Thus, before any records entered into the Motorola FLEX public safety software system is treated as a public records subject to disclosure under NCGS Sections 132-1 et seq., the party proposing to disclose the records as public records shall make a determination as to whether the records are exempt from such disclosure pursuant to NCGS Sections 132-1.4 and 132-1.4A and shall share its determination with the other parties before any data is disclosed as public records.

2.7 SYSTEM USE

The Motorola FLEX public safety software system is intended for use by the Server Site and Connected Site's public safety employees only, and then only to the extent that the public safety employees are Authorized Individuals, Agency Administrators, or System Applications Administrators.

Use of the Motorola FLEX public safety software system shall be in compliance with U.S. Department of Justice, Federal Bureau of Investigations, Criminal Justice Information Security Policy, and NC State Bureau of Investigation Policy.

3.0 SECURITY

Extent of access shall conform to the regulations set forth in applicable federal, state, and local law.

3.1 SECURED SYSTEM ACCESS

Access to the Motorola FLEX public safety software system will only be allowed through a virtual private network (VPN) established and maintained by Dare County.

3.2 AUTHORIZED INDIVIDUAL USERS

Subject to the limitations provided in this Agreement, each Connected Site will have full authorization to add, modify, and delete that Connected Site's own Authorized Individuals and Agency Administrators' access, rights, or privileges within the Motorola FLEX public safety software system.

The Server Site will not add, modify, or delete any access, rights, or privileges of an Authorized Individual or Agency Administrator employed by a Connected Site within the Motorola FLEX public safety software system without written consent from the applicable Connected Site.

3.3 USER PERMISSIONS

Each user of the Motorola FLEX public safety software system shall have a unique user account with a unique password, thereby identifying the user's identity and the users access authority as an Authorized Individual, Agency Administrator, or System Applications Administrator.

Authorized individual permissions shall include, as appropriate, system rights of the user, accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Motorola FLEX public safety software system as defined by approved permissions for each Authorized Individual user.

A user's account will provide a method of accounting for access to information.

Sharing of accounts within a Connected Site is expressly prohibited.

3.4 SECURITY PRIVILEGES

Connected Sites reserve the right to make decisions and establish all security privileges pertaining to the Connected Site's data stored within the Motorola FLEX public safety software system.

3.5 SECURITY AND INTEGRITY

The Server Site's network shall remain, and the Server Site shall ensure that its network remains protected from internet threats with firewall security to prevent unauthorized access via the internet or internally. The Connected Site is responsible for securing its own organization's computer resources against all unauthorized access.

By the tenth 10th day of each month, the Server Site shall provide each Agency Head with a full audit report for the month just ended that shows: all authorized users of the Motorola FLEX public safety software system; whether each such user is an Authorized Individual, Agency Administrator, or Systems Applications Administrator; which of the applicable Connected Site's files were accessed by each user of the Motorola FLEX public safety software system; and when such files were accessed. Any such report shall also be provided by the Server Site for any specified period upon at least five (5) days prior request from an Agency Head requesting the report and applicable period for which the report shall be provided.

4.0 SYSTEM ADMINISTRATION

The Server site will only allow personnel employed by the Server Site who are assigned to administer the Motorola FLEX public safety software system to possess System Applications Administrator rights. The Server Site shall enact internal policy that prohibits System Applications Administrators from disseminating information protected by law or manipulating or altering, in any way, data within the Motorola FLEX system without the consent of the Standards Committee. The Server Site shall provide each Agency Head with a copy of their internal policy within 90- days of the date this agreement is executed.

By majority vote of the Standards Committee, an Authorized Individual employed by a Connected Site may be granted System Applications Administrator rights. If an Authorized Individual is granted these rights, the employing Connected Site shall enact internal policy that prohibits the System Applications Administrator from disseminating information protected by law or manipulating or altering, in any way, data within the Motorola FLEX system without the consent of the Standards Committee. The Connected Site shall provide the Server Site and each Agency Head with a copy of their internal policy within 90 days of the date an Authorized Individual employed by that Connected Site is granted System Applications Administrator rights.

Each Connected Site is entitled to two Agency Administrators, in addition to its Agency Head, who will have full system access to administer the modules and features specific to the Connected Site's Motorola FLEX public safety software system. Each Agency Administrator will have full access and authorization to add, modify, and delete any data or information from the areas within the Motorola FLEX public safety software system that are specific to the Connected Site that employees the Agency Administrator.

5.0 EQUIPMENT & CONNECTIVITY

5.1 EQUIPMENT AT THE SERVER SITE

The Server Site, at its own cost and expense, shall maintain the network, server(s), firewall, backup devices, etc. that run and house the data applicable to the Motorola FLEX public safety software system.

5.2 SERVER CONNECTIVITY

Each party is responsible for maintaining its own internet connectivity to the Server Site.

5.3 HARDWARE MAINTENANCE

The Server Site shall, at its own cost and expense, maintain a maintenance contract, with all hardware vendors at all times, including backup generator(s) or reserved power supplies, for all hardware that supports the Motorola FLEX public safety software system. The Server Site shall renew these hardware contracts as necessary with all involved entities.

5.4 MINIMUM END-USER HARDWARE SPECIFICATIONS

Computers (laptops or PCs) with access to the Motorola FLEX public safety software system that are owned, leased, or otherwise under the control of each Connected Site, will meet or exceed the "minimum hardware specifications" established by Motorola, Inc. for the Motorola FLEX public safety software system.

Each party will be responsible to maintain its own end-user hardware.

5.5 ACCESS TO MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM

The Server Site will do everything within reason to ensure that the Connected Sites are able to access to the Motorola FLEX public safety software system 24x7x365. Should availability to the Motorola FLEX public safety software system be disrupted or terminated for any reason whatsoever, the Server Site will immediately notify the Connected Sites of the lapse in system access.

Each party is responsible for its own access to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate parties to restore system access as soon as possible, and to further provide notification to the other parties when system availability is restored.

5.6 MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM NETWORK AVAILABILITY

The Motorola FLEX public safety software system availability objective is 95% 24x7x365.

5.7 MOTOROLA FLEX SYSTEM PUBLIC SAFETY SOFTWARE SYSTEM NETWORK MAINTENANCE

The Motorola FLEX public safety software system and the Server Site network will be available as set forth in this section with the following exceptions:

5.7.1 SCHEDULED PREVENTATIVE MAINTENANCE

The Server Site reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled on a normal cadence. The Server Site will provide the Connected Sites with a minimum of two weeks' notice, via electronic mail, before preventative maintenance is performed. The Server Site will attempt to minimize the

impacts to the Connected Sites while preventative maintenance is being performed.

All parties agree and acknowledge that scheduled preventative maintenance may result in loss of service to the Motorola FLEX public safety software system for a period of time.

5.7.2 SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS

If upgrades, additional modules, or new hardware are determined necessary and acceptable by all parties, the Server Site will determine the most appropriate time for scheduled modifications to minimize the impact to all parties.

Software and hardware upgrades or modifications differ from normally scheduled maintenance, in that the Motorola FLEX public safety software system may be unavailable for duration of the upgrade, which conceivably may be 24-hours or longer.

The Server Site will provide the Connected Sites with a minimum of one month's notice, via electronic mail, before software or hardware upgrades or modifications are performed. The Server Site will attempt to minimize the impacts to the Connected Sites while software or hardware upgrades or modifications are being performed.

5.7.3 EMERGENCY MAINTENANCE

The Server Site will coordinate emergency maintenance with the Connected Sites whenever necessary and possible.

5.8 SERVER SITE INFORMATION TECHNOLOGY SUPPORT

The Server Site's Information Technology Department will provide 24x7x365 support for system servers that support the Motorola FLEX public safety software system.

For Low Priority Issues, the Connected Site's designated Standards Committee Member should submit a service ticket to the Server Site's Information Technology Department via the Server Site's automated ticketing system. The Server Site shall use its best efforts to resolve any Low Priority Issues within 72 (seventy-two) hours after being informed of such issue.

For High priority issues that arise during business hours, Connected Site's supervisors should contact the Dare County Sheriff's Office Communications Director by telephone. The Server Site shall use its best efforts to resolve any High Priority Issues within 8 (eight) hours after being informed of such issue. The Server Site shall use its best efforts to resolve any High Priority Issue within 24 (twenty-four) hours after being informed of such issue.

For High priority issues that arise outside business hours, Connected Site's supervisors should call the 9-1-1 Communication Center at 252-473-3444 and report the issue to the on-duty supervisor. The on-duty supervisor will make the appropriate notification to the on-call System Applications Administrator from the Server Site's Information Technology Department.

5.8.1 SERVICE TICKETING

The Server Site will use an automated ticketing system to accept, process, assign a priority level (i.e., Low, Medium, or High) and log the resolution of Motorola FLEX public safety software system issues, regardless of whether such issues are reported by email the Server Sites automated ticketing system or telephone, as set forth in Section 5.8, above. When a support ticket is entered, the automated ticketing system will route the service ticket to the Dare County Sheriff's Office Director of Communications, Agency Heads, Agency Administrators, and the system administrators assigned to administer the Motorola FLEX public safety software system. The Server Site shall also ensure that all Agency Administrators and the Standards Committee shall also receive confirmation of the issue submission and an explanation of the service ticket resolution.

5.9 MOTOROLA INFORMATION TECHNOLOGY SUPPORT

The Server Site will ensure that Agency Heads, Agency Administrators, and the IT Contractor in Good Standing at each Connected Site are authorized to contact Motorola technical support via telephone or online portal to obtain technical support related to the functionality of programs and modules within the Motorola FLEX public safety software system.

5.10 CONFIGURATION MANAGEMENT

All configuration changes to the Motorola FLEX public safety software system will be made by the Server Site in coordination with the Connected Sites.

Requests for configuration changes to the Motorola FLEX public safety software system from the Connected Sites may come from the Connected Site's designated Standards Committee Member, or the Agency Administrator.

The Server Site shall not to perform any configuration changes to the Motorola FLEX public safety software system server(s), with the exception of configuration changes to the Motorola FLEX CAD or Jail modules, the without majority consent from the Standards Committee.

If a change is a Motorola FLEX public safety system software or hardware upgrade, modification, or configuration affecting all parties, refer to subsection 5.7.2 for the notification requirement.

Connected Sites shall not perform any configuration changes to the Server Site's hardware.

5.11 DISASTER RECOVERY, BACKUP, & ARCHIVING

The Server Site's is responsible for ensuring full nightly backups are completed successfully. In addition to nightly backups, the Server Site will ensure that disaster recovery procedures are in place and current in order to accommodate system failures, infrastructure failures, etc. so that the Motorola FLEX public safety software system will be accessible from the secondary data center.

The Server Site shall enact an internal data breach policy and an IT disaster recovery plan. The Server Site shall provide each Agency Head with copies of these documents within 90-days of the date this Agreement is executed.

The Server Site, in cooperation with all Connected Sites, shall coordinate and execute a planned

fail-over to the secondary data center on a quarterly basis. The Server Site shall provide to Agency Heads, in writing, documentation of the testing and the outcome of said testing.

6.0 TERMS OF CONTRACT

6.1 TERMINATION OF MOTOROLA FLEX LICENSE OR SUPPORT AGREEMENT

If any party should terminate its Motorola FLEX public safety software system license or support contract with Motorola Inc., the party will provide written notice to the other parties at least 30 days prior to the contract's termination. Upon such termination, said party shall no longer be a party to this Agreement, but this Agreement shall remain in full force and effect as to the other parties.

Any party may terminate its status as a party to this Agreement upon at least sixty (60) days written notice to the other parties. Upon such termination, said party shall no longer be a party to this Agreement, but this Agreement shall remain in full force and effect as to the other parties.

The party maintaining the license or support contract with Motorola FLEX reserves the right to keep its own license and/or support contract with the vendor as well as all system data belonging to the party.

At such time as the Motorola FLEX public safety system software is no longer used by the parties and is replaced with any other software, Dare County, at its own expense, shall be responsible for migrating all data from the Motorola FLEX public safety system software to the new software.

6.2 TERMINATION OF INTERLOCAL AGREEMENT BETWEEN SERVER SITE AND CONNECTED SITE

This Agreement may be terminated upon mutual agreement of all parties by providing written notice of such termination. Termination will be effective on the date stated in the notice so long as the notice is properly given at least 120 days prior to such date. This Agreement may be immediately terminated without notice upon an event of default. Should an event of default occur, there will be 10 business days allowed for the defaulting party to remedy the situation prior to Agreement termination. Events of default include but are not limited to the following:

- a) One party uses data or gives someone access to data from the Motorola FLEX public safety system software in a manner that is inconsistent with this Agreement.
- b) Unauthorized copying of data entered into the Motorola FLEX public safety system software.
- c) The Agreement is determined to be in conflict with Federal or state law, or Town resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future and such conflict cannot be remedied by the Standards Committee.
- d) One party sells, gives, leases, or loans access to the screens of the data contained in the Motorola FLEX public safety system software to any person other than an Authorized Individuals, Agency Administrators, and System Applications Administrators without the express written approval of the other parties.
- e) One party allows access to the screens of the data contained in the Motorola FLEX public safety system software to be used as a list of individuals for commercial purposes.
- f) One party allows the connection, directly or indirectly, of a computer network that can access the Motorola FLEX public safety system software when the connecting person or entity is outside of the Server Site's or the Connected Site's control.

6.3 DATA MIGRATION

Upon the termination of this Agreement as to any one or all of the parties, each party whose status as a party to this Agreement is being terminated shall have the right, within 120 days after said termination, to have its data migrated from the Motorola FLEX public safety system software that is governed by this Agreement to the terminated party's own software system. Dare County and the Server Site shall assist and cooperate, at their own cost, with this data migration.

6.4 LIMITATION OF LIABILITY

The information supplied by the Server Site or by any Connected Site described herein is provided on an "as is" basis "with all faults."

The obligations of each party and the rights and remedies of each party set forth in this Agreement are exclusive and in substitution for all the warranties, obligations, and liabilities of the applicable party.

All concerns will be brought forth to the Standards Committee and if required, escalated to the appropriate governing authority. If any legal action is required it will be resolved, if possible, through North Carolina mediation rules. The parties would be responsible for their own costs and split any mediation fees equally.

6.5 REPLACEMENT OF PRIOR INTERLOCAL AGREEMENTS

Dare County and the Town of Duck entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Duck Agreement"). Dare County and the Town of Southern Shores entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Southern Shores Agreement"). Dare County and the Town of Nags Head entered into a certain Interlocal Agreement on or about Dec. 19, 2022 regarding the Motorola FLEX public safety software project (the "Nags Head Agreement"). Dare County and the Town of Kitty Hawk entered into a certain Interlocal Agreement on or about Dec. 20, 2022 regarding the Motorola FLEX public safety software project (the "Kitty Hawk Agreement"). Dare County and the Town of Kill Devil Hills entered into a certain Interlocal Agreement on or about Dec. 20, 2022 regarding the Motorola FLEX public safety software project (the "Kill Devil Hills Agreement"). Dare County and the Town of Manteo entered into a certain Interlocal Agreement regarding the Motorola FLEX public safety software project (the "Manteo Agreement"). This Agreement is intended to, and shall, replace the Duck Agreement, Southern Shores Agreement, Nags Head Agreement, Kitty Hawk Agreement, Kill Devil Hills Agreement, and Manteo Agreement (collectively, the "Prior Agreements"). Upon the execution of this Agreement by all parties, the Prior Agreements shall become null and void and of no force or effect and shall be replaced in their entirety by this Agreement.

7.0 ACCEPTANCE

The governing boards of Dare County and the Town of Southern Shores, Town of Nags Head, Town of Kitty Hawk, Town of Kill Devil Hills, Town of Duck, and Town of Manteo hereby mutually acknowledge and accept the terms and conditions of this Agreement.

Dare County
By: 
Name: Robert L. Outten
Title: County Manager / Attorney
Date: 6/3/24

Town of Southern Shores:

By: _____
Name: _____
Title: _____
Date: _____

Town of Duck:

By: _____
Name: _____
Title: _____
Date: _____

Town of Manteo:

By: _____
Name: _____
Title: _____
Date: _____

Town of Nags Head:

By: _____
Name: _____
Title: _____
Date: _____

Town of Kitty Hawk:

By: _____
Name: _____
Title: _____
Date: _____

Town of Kill Devil Hills

By: _____
Name: _____
Title: _____
Date: _____

[signatures continued on the following pages]

The undersigned hereby agrees to become bound by, and by its signature shall become bound by, the provisions of the Agreement applicable to the Server Site and the Dare County Sherriff's Office.

Dare County Sherriff's Office:

By: _____
Name: _____
Title: _____
Date: _____

Each of the undersigned hereby agrees to become bound by, and by its signature shall become bound by, the provisions of the Agreement applicable to it as a Connected Site and as an Agency Head.

Town of Southern Shores Police Department:

By: _____
Name: _____
Title: _____
Date: _____

Town of Duck Police Department:

By: _____
Name: _____
Title: _____
Date: _____

Town of Manteo Police Department:

By: _____
Name: _____
Title: _____
Date: _____

[signatures continued on the following page]

Town of Nags Head Police Department:

By: _____

Name: _____

Title: _____

Date: _____

Town of Kity Hawk Police Department:

By: _____

Name: _____

Title: _____

Date: _____

Town of Kill Devil Hills Police Department:

By: _____

Name: _____

Title: _____

Date: _____