

This is an Inter-local Cooperation Agreement (hereinafter "Agreement") between the City of Durham, North Carolina (hereinafter the "City"), a municipal corporation, and the County of Durham (hereinafter the "County"), a political subdivision of the State of North Carolina.

Section I. Purpose

The purpose of the agreement is to establish a service agreement between the two governmental units which addresses countywide administration of the OPEN DATA Initiative. The City and County of Durham desire to work together to create an OPEN DATA Portal (the "Portal") as an initial phase platform to enable economic development opportunities, internal efficiency, and community development benefits to support the City's and County's goals to use technology to foster open, transparent, accessible and collaborative government by sharing data freely in a format for reuse.

Section II. Administration

1. The City's Technology Solutions Department ("City TS") and the County of Durham's Information Services & Technology Department ("County IS&T") are the designated administrative bodies for directing the day-to-day operation, planning, and management of the Initiative for the City and County. The City TS will be under the City Manager's authority and be governed by City policies in the same manner as all other City government departments. The County IS&T will be under the County Manager's authority and be governed by County policies in the same manner as all other County government departments.
2. The City TS and County IS&T shall perform the services described in Section III of this Agreement.
3. The City TS and County IS&T shall jointly prepare and submit an annual budget based on an OPEN DATA Joint Initiative Plan (as defined in Section III.1 below). The budget shall be based on the priority items identified by the City Manager and County Manager. Budget submissions shall be prepared following the City's budget format and the County's budget format.
4. The City TS and County IS&T shall provide a quarterly status report to the City Manager and County Manager.
5. The City TS shall be responsible for paying all invoices after sign off by both the City's and County's Chief Information Officers ("the CIOs") or their designees.
6. During the budget process each year, the City and County Managers shall identify and prioritize the required customized service requests and applications to be developed by each of the respective department staff members for the year. Total hours allocated for application and database development and customized services shall be determined based on the needs of each governmental unit and staff levels of the City TS and County IS&T departments. The City and the County shall each provide reasonably equivalent employee work hours to accomplish these priority

needs, and effort shall be made to have the benefits of such application and database development also benefit each of the City and the County approximately equally.

Section III. OPEN DATA Joint Initiative Plan

1. The City TS and County IS&T shall jointly provide management, planning, regulatory, administrative, and support services as are required or provided for under the approved annual budget. The CIOs shall collaboratively develop an OPEN DATA Joint Initiative Plan on an annual basis, which will describe detailed objectives to address priority items for each organization and the level of services the City and County will provide each year. The City Manager and County Manager, as part of the budget process, shall approve the OPEN DATA Joint Initiative Plan. Failure to approve the OPEN DATA Joint Initiative Plan by either the City Manager or County Manager, after consultation with one another and the CIOs, may result in either party exercising their right to terminate this Agreement.
2. The City TS and County IS&T shall jointly budget for and administer any maintenance agreements for equipment and software used to implement the countywide OPEN DATA Initiative.
3. The CIOs shall jointly develop and approve standards and policies for Initiative, which will be followed by all City and County departments.

Section IV. Obligations under the OPEN DATA Joint Initiative Plan

The City TS and County IS&T departments' responsibility in managing the Initiative includes, but is not limited to, the following:

- a) Support the goals of using technology to foster open, transparent, accessible, and collaborative government by sharing data freely.
- b) Perform security configurations, access management, and prepare appropriate documentation.
- c) Purchase an OPEN DATA Portal to store critical City and County data, provide analytical tools for data analysis, and provide an open standard API for development integration to the Portal.
- d) Administer the OPEN DATA Portal and Initiative by identifying and working with City and County data stewards to mine appropriate data for Portal. Work with City and County developers and database administrators to develop automated programs to extract, transfer, and load data from transactional and data warehouse systems to the OPEN DATA Portal.
- e) Provide customized services by maintaining an activity log and providing both Managers' offices with a quarterly status report on each project included in the service plan pursuant to the Administrative Section of this agreement as outlined in Section II (6) herein.

Section V. Data Maintenance

Many users will be relying on the accuracy of the OPEN DATA Initiative's system, making it important that the database be maintained accurately with up-to-date information. The City and County technology

departments that are responsible for maintaining the OPEN DATA Initiative portal shall keep the information up to date.

The City TS and County IS&T Departments shall:

- Perform system maintenance by monitoring performance functionality; updating yearly date index values.
- Perform system analysis and project management by developing action plans for needs, business processes, design procurements, implementation, configuration, deployment, and training; meet directly with users to establish current business processes; gather information related to client requirements; determine the flow of information and documents related to the system; identify the goal of the system; determine the origin of application solutions; and suggest modifications to existing business processes while incorporating and integrating the existing electronic document management functionality.
- Perform system training by developing manuals, class criteria, schedules, and materials for clients; maintain an intranet website; install and maintain training software; communicate with clients to evaluate user performance; and evaluate and learn new versions of departmental applications.
- Oversee system design and development by depicting the flow of data and client interaction points; identify the document type groups, index values, and integration points; determine data storage requirements; test applications; coordinate with vendors to develop alternative solutions; and demonstrate concept applications. Implement applications by meeting with clients to evaluate, debug, and test concept application solutions; modify systems based on user feedback; install and configure applications; and establish permissions and access rights.

Section VI. Method of Funding

1. The City Manager and County Manager shall meet annually to consider and decide upon the Initiative's annual budget and shall submit their recommendations to the City Council of the City of Durham ("Council") and the Board of County Commissioners of Durham County ("Board") respectively. The Council and Board shall then each consider the submitted annual budget and take such action, as each deems appropriate. If the Council and Board do not both approve the annual budget as submitted by the Managers, the Managers shall meet again to try to create another budget proposal, and the Board and Council shall again attempt to come to agreement. The failure of the Council and Board to agree upon the annual budget after a second attempt shall be grounds for terminating this Agreement.
2. The direct costs of the Initiative, as agreed to in each year's annual budget, for the Initiative, shall be apportioned equally between the City and County.
3. The County shall pay the City on a monthly basis, in advance, an amount equal to one-twelfth (1/12) of the approved annual budget. The payments shall be made by wire transfer no later than 12:00 Noon on the first business day of each month.

4. At the end of each fiscal year, the Finance Director of the City and the Finance Director of the County shall meet to conduct a review and reconciliation of amount paid and payable under this Agreement. The goal of this reconciliation is to insure that the City and County contributed equally to the costs of the Initiative. Such adjustments or payments as may be necessary to effectuate the reconciliation agreed upon by the two Finance Directors shall be promptly made. Reconciliation shall be completed prior to October 15th immediately following each fiscal year.
5. Either the City or the County may fund services over and above those approved in the annual budget. When such additional services are requested by either the City or the County and are performed for the benefit of the requesting organization, then the requesting organization shall pay the full costs associated with such services.
6. If extraordinary expenses arise, being those expenses not included in the annual budget but necessary for the continued operation of the OPEN DATA Initiative, the Managers will meet and determine how to address payment of those expenses. If the City and County cannot agree on how to meet those expenses, either party may exercise their right to terminate this Agreement.

Section VII. General Terms of Agreement

1. Term. The term of this Agreement shall begin on January 1, 2015, and continue from year-to-year until such time as it is terminated. This Agreement will be reviewed once every two (2) years and may be amended at any time by execution of a written amendment by both the City and County.
2. Termination. Except as otherwise provided in Sections III and V above, this Agreement may only be terminated as of the end of any fiscal year. Notice to terminate must be given in writing by the terminating party on or before the March 31st prior to the proposed June 30 termination date.
3. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
4. Entire Agreement. This Agreement together with the agreements referenced in this Agreement shall constitute the entire understanding on this matter between the City and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.
5. Contract Not Divisible. This Agreement is not divisible. The obligations exchanged by the City and County under each part of this Agreement constitute consideration for each part of this Agreement.
6. Headings. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
7. Appointment of Personnel. The City Manager shall designate the persons to carry out the City's obligations under this Agreement. The County Manager shall designate the persons to carry out the County's obligations under this Agreement.

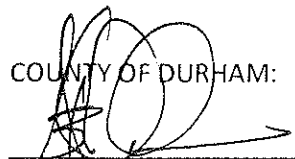
8. Claims/Limitation of Data. City shall not be liable for any Claims arising out of the County's performance under the Agreement and the County shall not be liable for any Claims arising out of the City's performance under this Agreement. A Notice regarding the limits of the accuracy of the data, substantially similar to the following, shall be placed on the front page of the OPEN DATA site:

"Data on the OPEN DATA Portal website has been developed from public records and data sources including other public records. Users of this OPEN DATA Portal website and its applications are hereby notified that the primary public record information sources should be consulted for verification of the information contained on this website. While efforts have been made to use the most current and accurate data, the City of Durham, Durham County, NC and software companies whose products are used to provide this service assume no legal responsibility for the information contained on this OPEN DATA Portal website." To ENTER the OPEN DATA Portal please click on the button below to indicate your UNDERSTANDING and ACCEPTANCE of the limits to data accuracy as stated above.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above in Section VII General Terms of Agreement.

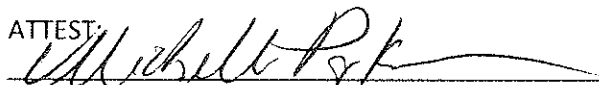
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COUNTY OF DURHAM:

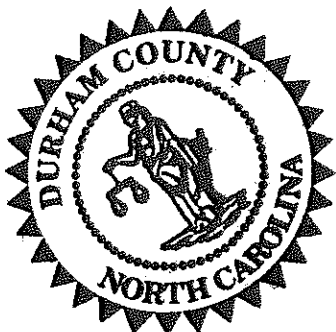


Wendell M. Davis, County Manager

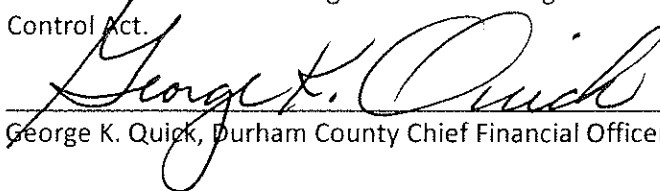
ATTEST:



Michelle Parker-Evans, Clerk to the County Board of Commissioners

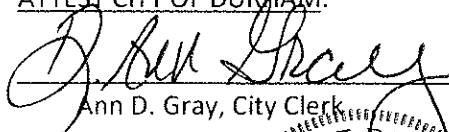


This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Budget and Fiscal Control Act.



George K. Quick, Durham County Chief Financial Officer

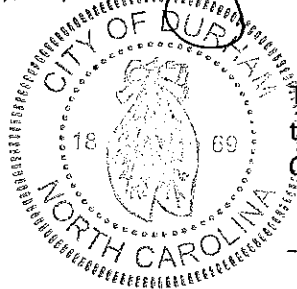
ATTEST CITY OF DURHAM:



Ann D. Gray, City Clerk



Thomas J. Bonfield, City Manager



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David Boyd, Chief Financial Officer