

SECOND AMENDMENT OF INTERLOCAL AGREEMENT

WHEREAS, the Board of County Commissioners and the Sheriff of Nassau County, Florida, entered into an Interlocal Agreement dated October 18, 1999, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the parties have amended said entered into a First Amendment of the Interlocal Agreement and have found it necessary to further amend said Interlocal Agreement.

NOW, THEREFORE, FOR and IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), the parties agree as follows:

1. Paragraph 3 of the Interlocal Agreement is hereby amended to read as follows:

Both parties further acknowledge that the 911 system is operating in accordance with and will be modified as required, pursuant to the February, 1998, Letter of Intent (LOI), between BellSouth, ALLTEL, and the Board of County Commissioners. All LOI's shall remain with ~~and be maintained by and be funded by~~ the county. Effective October 1, 2000, the Sheriff of Nassau County shall be responsible for payment of all LOI and communication charges from BellSouth, ALLTEL and all other communication vendors. All modifications to this LOI shall be approved by the Board of County Commissioners.

2. Paragraph 11 of the Interlocal Agreement is hereby amended to read as follows:

The Sheriff shall purchase/lease trailer space, not to exceed 2,100 square feet, to provide an operating space for the 911

operations, mapping and addressing staff. Funding for a two year lease/purchase agreement, site plan development, site preparation, ADA compliance, annual utilities and phone services will be provided in addition to that funding in Paragraphs 6 and 7 of the Interlocal Agreement. Effective October 1, 2000 the Sheriff of Nassau County shall be responsible for all costs associated with the purchased trailer space, (i.e. repair and maintenance, signage, etc.) including operating costs (i.e. electric, phone charges, etc.)

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



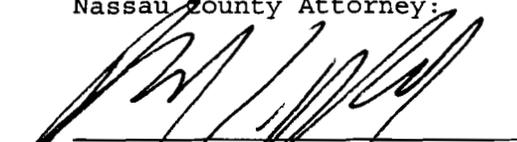
NICK D. DEONAS  
Its: Chairman

ATTEST:



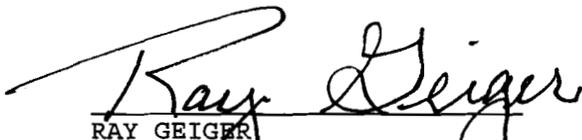
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MOLLIN

SHERIFF'S DEPARTMENT  
OF NASSAU COUNTY, FLORIDA



RAY GEIGER  
Sheriff

FIRST AMENDMENT OF INTERLOCAL AGREEMENT

WHEREAS, the Board of County Commissioners and the Sheriff of Nassau County entered into an Interlocal Agreement dated October 18, 1999, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the parties are desirous of amending said Interlocal Agreement.

NOW, THEREFORE, FOR and IN CONSIDERATION of the sum of ten and no/100 Dollars (\$10.00), the parties agree as follows:

1. Paragraph 11 of the Interlocal Agreement is hereby amended to read as follows:

"The Sheriff shall purchase/lease trailer space, not to exceed 2,100 square feet, to provide an operating space for the 911 operations, mapping and addressing staff. Funding for a two year lease/purchase agreement, site plan development, site preparation, ADA compliance, annual utilities and phone services will be provided in addition to that funding in paragraphs 6 and 7 above."

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
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J. H. COOPER  
Its: Chairman

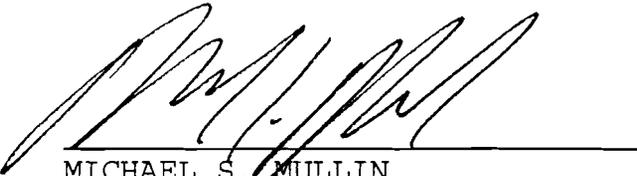
(Signatures continue on next page)

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

SHERIFF'S DEPARTMENT  
OF NASSAU COUNTY, FLORIDA



RAY GEIGER  
Sheriff

43/a:interlocal-agmt-and-sheriff

INTERLOCAL AGREEMENT

This agreement, entered into this 18th day of October, 1999, by and between the **Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida**, and the **Nassau County Sheriff's Office**.

WHEREAS, the Sheriff's Department includes the dispatch operations and the Public Safety Answering Point (PSAP) operations; and

WHEREAS, the 911 operations, including mapping and addressing, are more closely associated with dispatching and the Sheriff's Department; and

WHEREAS, both parties believe it to be in the best interest of the citizens to place 911 operations, mapping and addressing under the Sheriff.

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00) and the promises and mutual covenants hereinafter set forth, the parties agree as follows:

1. The entire management of 911 operations, including mapping and addressing, shall be transferred to the Sheriff's Office of Nassau County and he shall be responsible for said operations.
2. Both parties agree that the present 911 system will be fully operational and Y2K compliant on or before January 1, 2000. Both parties understand that Y2K compliance is not affected by the mapping operation.
3. Both parties further acknowledge that the 911 system is operating in accordance with and will be modified as required, pursuant to the February, 1998, Letter of Intent (LOI), between BellSouth, ALLTEL, and the Board of County Commissioners. All LOI's shall remain with and be maintained by and be funded by the county. All modifications to this LOI shall be approved by the Board of County Commissioners.

4. The present staff, Terry Eby, Andrea Martin and Jim O'Neal, shall be transferred to the Sheriff's Department and will be employees of that department. They will transfer with all benefits and allowances.
5. The current contract between the Board of County Commissioners and Furtherance Telecommunications, Inc. will be assigned to the Sheriff after consent of Furtherance. The County Attorney shall complete the paperwork to execute this assignment. All equipment provided by this contract will become the property of the Sheriff.
6. The 911 toll monies account (26252525), budgeted for fiscal year 99/00 at \$273,758.00, shall be transferred to the Sheriff, and shall be subject to audit of funds to be performed by the Clerk or his designee, as necessary.
7. The general fund account for 911 operations in the amount of \$225,000.00, established for fiscal years 1999/2000 and 2000/2001, shall be transferred to the Sheriff. The Sheriff and Clerk shall verify the funds in said account at the time of transfer. A copy of the account summaries for each account will be attached as Exhibit "A".
8. Equipment that is presently located in the Emergency Management Offices and the Emergency Operations Center (EOC), including furniture, computers and software, shall be transferred to the Sheriff's Department after an inventory is conducted and agreed upon by the Clerk, Sheriff and County Coordinator.
9. After the equipment inventory is completed and agreed upon, funding for the replacement of that equipment that was found to be non-transferable must be provided. Funding for the replacement of this equipment will be in addition to that funding provided in paragraphs 6 and 7 above. A report shall be made to the Board of County Commissioners by the Clerk and Sheriff as to the equipment and a recommendation to the Board for additional funding.
10. Two vehicles currently assigned to 911 shall be transferred to the

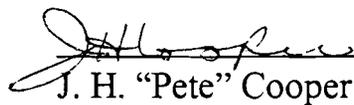
Sheriff. A third vehicle, capable of off-road operations with four-wheel drive, will be identified by the County Coordinator and transferred within 21 days of execution of this agreement. 

11. The County shall lease trailer space, not to exceed 2,000 square feet, to provide an operating space for the 911 operations, mapping and addressing staff. Funding for a two year lease agreement, site plan development, site preparation, ADA compliance, annual utilities and phone services will be provided in addition to that funding in paragraphs 6 and 7 above. The funding for the lease shall be expended from a revenue source to be approved by the Board of County Commissioners prior to the commitment of or expenditure of funds.
12. The \$62,500.00 funding authorized at the County Board meeting of 2/26/99, minus current expenditures, will be transferred to the 911 general revenue account identified in paragraph 7 above. This transfer shall be verified by the Sheriff and Clerk. The payment for the contract amount for Furtherance Telecommunication, Inc., contract shall be expended from these funds.
13. The Nassau County Addressing Ordinance (92-14) will be rescinded by Board of County Commissioners. The Sheriff shall have the authority to realign address assignments and shall have street naming authority.
14. Both parties agree that the Master Street Global Positioning (GPS) Database for Nassau County, establishing the GPS position of roads, streets and right-of-way easements, will be kept by the Sheriff's Mapping and Addressing Department and will be used to provide spatial data to the Property Appraiser.
15. The County Coordinator and Public Works Director shall certify the form provided by the Sheriff's Department for address verification within 30 days of the execution of this agreement. This address certification will become a permanent part of the Public Works

"Permitting Operations" and "Site Plan" Procedures. Both parties agree that **NO PERMITS** shall be issued for any parcel of land in Nassau County without an Address Verification form being completed.

16. The Clerk will provide copies to the sheriff upon execution of this agreement of all contracts, Letters of Intent, or copies of each, , for BELLSOUTH, ALLTEL, Dictaphone and Furtherance Telecommunications, Inc. or any other administrative items associated with 911, mapping or addressing to which the county is a party.
17. The Board of County Commissioners and the Sheriff acknowledge that all expenses for this transfer may not have been foreseen. This may require the Sheriff to return to the Commission to request additional funding to properly execute the 911, mapping and addressing requirements of Nassau County.
18. This Agreement may be rescinded by the Board of County Commissioners upon ninety (90) days written notice to the Sheriff.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



J. H. "Pete" Cooper  
Its: Chairman

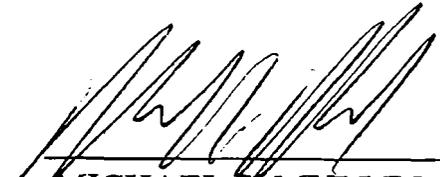
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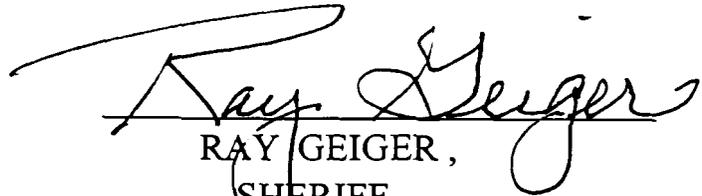
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

SHERIFF'S DEPARTMENT  
NASSAU COUNTY, FLORIDA



MICHAEL S. MULLIN



RAY GEIGER,  
SHERIFF

A:interlocal agreementdraft word 1B

K



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Pete Cooper  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

M E M O R A N D U M

TO: WALT GOSSETT, COUNTY COORDINATOR  
FROM: MICHAEL S. MULLIN, COUNTY ATTORNEY  
DATE: June 13, 2000  
RE: REQUEST TO PLACE ITEM ON THE JUNE 19 AGENDA

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Please place the following item on the June 19 agenda under  
County Attorney Business:

Consideration for approval of the Second Amendment of the  
Interlocal Agreement with Sheriff regarding 911 operations.

I have enclosed ten copies of the information to be placed  
in the agenda books.

**APPROVED**

DATE 6/19/00

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**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Pete Cooper  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

MEMORANDUM

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

TO: SHERIFF RAY GEIGER  
FROM: MICHAEL S. MULLIN, COUNTY ATTORNEY  
DATE: JUNE 1, 2000  
RE: AMENDMENT TO THE 911 OPERATIONS INTERLOCAL AGREEMENT

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Enclosed for your review and signature is a Second Amendment to the Interlocal Agreement regarding 911 operations.

If you find this Second Amendment satisfactory, please execute same and return it to me, and I will then place the matter on the Board's agenda for approval.

We will provide you with a fully executed copy of the Second Amendment once it signed by the Chairman and Clerk.

Thank you for your prompt attention to this matter.

MSM:jb

Enclosure