

GIS MAPPING AND ADDRESSING INTERLOCAL AGREEMENT

This Geographic Information Systems (“GIS”) Mapping and Addressing Agreement (hereafter “Agreement”), which becomes effective on the 1st day of October, 2014 (hereafter “Effective Date”), is made and entered into, by and between NASSAU COUNTY, a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 1, Yulee, Florida, (hereinafter “County”), the NASSAU COUNTY PROPERTY APPRAISER, a constitutional officer of the State of Florida located at 96135 Nassau Place, Suite 4, Yulee, FL 32097 (hereafter “Property Appraiser”), and the SHERIFF OF NASSAU COUNTY, FLORIDA, a constitutional officer of the State of Florida, located at 76001 Bobby Moore Circle, Yulee, Florida 32097, (hereinafter “Sheriff”).

WHEREAS, Chapter 365, Florida Statutes, establishes a Statewide emergency communications E911 system and mandates a State Plan which includes the emergency communication requirements of “public agency” entities of local governments in the State of Florida;

WHEREAS, the systematic and uniform naming of streets and assignment of street numbers is essential to providing citizens with rapid direct access to public safety agencies by accessing “911” and reducing the response time to situations requiring law enforcement, fire, medical, rescue, and other emergency services;

WHEREAS, the County, a public agency as defined in Chapter 365, Florida Statutes, has previously delegated to Sheriff the naming of streets and the assignment of street numbers pursuant to Article XI. – Addressing and Road Numbering of Chapter 7 Buildings and Building Regulations of the Code of Nassau County;

WHEREAS, Property Appraiser maintains a GIS system and real property records within Nassau County, Florida;

WHEREAS, E911 mapping and addressing are closely associated with GIS and property records and other functions of the Property Appraiser;

WHEREAS, the County, pursuant to Chapter 125.01(1)(p), Florida Statutes, may enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of any of either agency’s authorized functions;

WHEREAS, all parties believe it to be in the best interest of the citizens of Nassau County, Florida to place E911 mapping and addressing functions under the Property Appraiser;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by County, Property Appraiser and Sheriff as having been given and received in full, the County, Property Appraiser and Sheriff intend to be legally bound and hereby agree as follows:

1. **Responsibility of Property Appraiser.** Upon the effective date of this Agreement all E911 GIS mapping and addressing functions previously delegated to Sheriff, including but not limited to the naming of streets and assignment of street numbers, shall be transferred from the Sheriff to the Property Appraiser. All parties agree Property Appraiser shall have the authority to realign address assignments and shall have street naming authority. Property Appraiser will provide and deliver to Sheriff on a daily basis usable ESRI based mapping data that complies with any and all then existing functionality and operational requirements of Sheriff, as well as any and all computer aided dispatch ("CAD") system requirements and/or the requirements of New World as the sole vendor of the unified CAD system being implemented within Nassau County at the time of the execution of this Agreement, including but not limited to, United States National Grid ("USNG") system requirements.

An example of the intent of the above paragraph is as follows: if Property Appraiser uses version 10.x of GIS map data and New World requires version 9.x GIS map data, Property Appraiser will be responsible for providing and delivering a 9.x version of GIS map data to Sheriff, on a daily basis, for use by the unified CAD system of Nassau County. In the event providing and delivering the requisite ESRI based mapping data requires upgraded or enhanced interconnectivity, whether hardware, software or infrastructure (i.e. fiber optic cable, circuits, servers, or software), the Property Appraiser will bear those costs or expenses and those costs or expenses will not be paid from E911 System Fund fee money distributed to the County by the State of Florida per Section 365.173, Florida Statutes.

Property Appraiser shall be responsible for assuring all expenditures of any E911 System Fund fee money tendered to Property Appraiser are in compliance with Section 365.172(10) Florida Statutes. Property Appraiser acknowledges, understands, and agrees that all customer lists, customer numbers, individual or aggregate customer data by location, and other information outlined in Section 365.174, Florida Statutes, is CONFIDENTIAL information and is also exempt from Chapter 119, Florida Statutes. Property Appraiser is responsible for assuring that any confidential information obtained from any telephone or telecommunications company will be utilized solely for the purpose of E911 GIS mapping and addressing.

Property Appraiser shall provide to Sheriff, at least 30 days before the due date of any report prepared pursuant to Paragraph 8 of this Agreement, all purchase or requisition requests, invoices, written justifications for purchases, or other records pertaining to expenditures from E911 System Fund fee money. This sharing of information and documents is for the express purpose of allowing the Nassau County 911 Coordinator to prepare any necessary annual reports.

2. **Responsibility of Sheriff.** Upon the effective date of this Agreement, Sheriff will submit a budget amendment to County pertaining to the portion of the E911 System Fund fee money traditionally delineated, itemized and categorized by budget to fund a staff position for Sheriff's E911 mapping and addressing unit, with the understanding County will tender this money to Property Appraiser, to be utilized at the discretion of Property Appraiser to implement a unified GIS mapping and addressing program within Nassau County subject to the limitations contained in Section 365.172(10). Sheriff will also amend Sheriff's fiscal year budget pertaining to the portion of Sheriff's 911 General Fund traditionally delineated, itemized and categorized by budget to fund a staff position for Sheriff's E911 mapping and addressing unit, with the intent County will tender this money to Property Appraiser to implement a unified GIS mapping and addressing program within Nassau County. For the 2014-2015 fiscal year budget Sheriff submitted to County an E911 System Fund fee money budget totaling an amount of \$37,019.14 to fund one (1) full time staff position for E911 mapping and addressing. For the 2014-2015 fiscal year, Sheriff apportioned \$36,937.84 from Sheriff's 911 General Fund budget to fund one (1) full time staff position for E911 mapping and addressing. Funding for the two above described positions represents Sheriff's entire E911 mapping and addressing budget and therefore the total sum of \$73,956.99 that will be available for County to tender to Property Appraiser from Sheriff's respective budgets, to be spent for a unified Nassau County GIS mapping and addressing program subject to the limitations contained in Section 365.172(10). All parties agree that fringe benefits and worker's compensation insurance premiums for the two position enumerated herein are expenses County may, if otherwise permissible by law and administrative regulations, pay from any E911 System Fund fee money that is not otherwise encumbered by Sheriff's E911 Fund Fee money budget.
3. **Responsibility of County.** The County Manager and Nassau County Building Official shall certify a form and/or a process created or established by Property Appraiser within 30 days of the execution of this agreement to be utilized by County for address verification. Execution of this address verification form will become a permanent part of the Nassau County Building Department's "Permitting Operations" and "Site Plan" Procedures. All parties agree that **NO PERMITS** pertaining to the construction of a structure shall be issued for any parcel of land in Nassau County without an address verification form being completed and signed by the Building Department, and tendered by the Building Department to Property Appraiser. All parties acknowledge, understand, and agree Property Appraiser will rely on the accuracy of the information contained within the address verification form for E911 GIS Mapping and Addressing functions and that the accuracy of the information is critical to providing citizens with rapid direct access to public safety agencies by accessing "911" and reducing the response time to situations requiring law enforcement, fire, medical, rescue, and other emergency services.
4. **Priority and Limitations of E911 System Fund Fee Expenditures.** It is acknowledged, understood, and agreed that E911 System Fund revenues generated by a fee levied on subscribers pursuant to Chapter 365, Florida Statutes, and disbursed by the State of Florida to Nassau County, are expended annually to pay for 911 call takers at the Nassau County Sheriff's Office Communications Center, Public Safety Answering Point ("PSAP") equipment, 911 incoming telephone line fees, and other 911 related costs and expenses.

All parties further agree the above listed costs and expenses, and all other costs and expenses pertaining to implementation of the County's emergency communications E911 system, are the priority for the expenditure of E911 System Fund fee money.

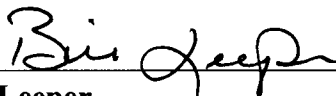
5. **Amendment of the Nassau County Addressing Ordinance.** The Nassau County Addressing Ordinance (2003-13), as further amended by Ordinance 2005-68, shall be again amended or rescinded by the County to the extent necessary to accomplish the provisions of this Agreement and to grant Property Appraiser authority to name streets and assign street numbers consistent with a priority of providing citizens with rapid direct access to public safety agencies by accessing "911" and reducing the response time to situations requiring law enforcement, fire, medical, rescue, and other emergency services.
6. **Property Appraiser to Assume Delegation from County as Public Agency for E911 Mapping and Addressing.** The County hereby delegates its obligations and responsibilities under Chapter 365, Florida Statutes, and the E911 State Plan with respect to E911 mapping and addressing to Property Appraiser. Property Appraiser hereby agrees to accept and serve as the Public Agency, as defined in Section 365.171(3)(c), as designated by the County.
7. **Physical location of Unified Nassau County GIS Mapping Database and Delivery of Data to Sheriff.** All parties agree that the Master Street Global Positioning (GPS) Database for Nassau County ("Master Database") establishing the GPS position of roads, streets and right-of-way easements, and all E911 GIS mapping and addressing data, will be kept by the Property Appraiser's Mapping and Addressing Department. The Master Database and all servers, hardware and software necessary to implement the Master Database will be housed at a location that best solves the day to day production needs of the interconnected parties. Property Appraiser, at his discretion, has the ability to co-locate or migrate the system to the Nassau County Emergency Operations Center ("EOC"). Notwithstanding the location of all servers, hardware and software necessary to implement the Master Database, Property Appraiser will be responsible for delivery to Sheriff of usable ESRI based mapping data as outlined in Paragraph 1 herein, on a daily basis. For the purposes of this Agreement, Property Appraiser's obligation of "delivery" expressly means transmitting all data packages of the Master Database to the firewall (network) of Sheriff located at the EOC (hereafter "firewall"). Property Appraiser is responsible for all costs associated with delivery of the Master Database under the obligations of this Agreement to Sheriff's firewall. Sheriff will be responsible for Master Database data upon receipt at Sheriff's firewall. Property Appraiser agrees that it's Mapping and Addressing and Information Technology Departments will respond to the EOC at the request of the Nassau County Emergency Management Director during a disaster or emergency to resolve any Master Database or backup outages and return the Master Database or its backup located at EOC to service within 8 hours.
8. **911 Coordinator.** The Nassau County 911 Coordinator will remain a full time staff position under the Sheriff's Organizational Structure. The salary and costs for computer hardware and software, plotters, printers, training, certifications and mandated meetings for the 911 Coordinator will continue to be paid from state E911 System Fund fee money.

The Sheriff is responsible for selection of the individual to be recommended to the BOCC for appointment by the BOCC to the position of Nassau County 911 Coordinator. The BOCC agrees to appoint the individual recommended by the Sheriff for the position of Nassau County 911 Coordinator so long as this Agreement remains in effect. Nothing herein shall be construed to limit the County's ability to terminate this Agreement or the BOCC's ability to select or appoint another individual to the position of Nassau County 911 Coordinator upon termination of this Agreement. The Nassau County 911 Coordinator will be responsible for preparing and filing all annual reports pertaining to E911 System Fund fee money and the emergency communications E911 system.

9. **Contingency Funding to Property Appraiser by County.** The County and the Property Appraiser acknowledge that all expenses pertaining to E911, GIS mapping, and addressing may not have been foreseen. Accordingly, County acknowledges that Property Appraiser may request County to provide additional funding to properly execute a unified GIS mapping and addressing database, including functionality for the emergency communications E911 system of Nassau County, from any E911 System Fund fee money that is not otherwise encumbered by Sheriff's E911 Fund Fee money budget. Any expenditure of E911 System Fund fee money by the County or Property Appraiser shall only be done after consultation with Sheriff to ensure Sheriff does not anticipate or foresee necessary expenditures for the implementation of the County's emergency communications E911 system. Any expenditure of E911 System Fund fee money not previously encumbered by Sheriff's E911 Fund Fee money budget will be made pursuant to the mutual agreement of all parties.
10. **Liability.** Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.
11. **Entire Agreement and Prior Understandings.** This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.
12. **Construction of Agreement and Paragraph Headings or Titles.** The paragraph headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against any party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of all parties.
13. **Severability.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.

- 14. **Amendment.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by the Chairman of the Nassau County Board of Commissioners, Property Appraiser, and Sheriff. No alteration, amendment, deletion, or wavier of any provision shall become valid or effective until executed in conformity with this paragraph.

- 15. **Termination.** This Agreement may be terminated by any party upon ninety (90) days written notice to all other parties. Upon termination of this Agreement, the Property Appraiser shall return to the County all functions, funds, and assets associated with the emergency communications E911 GIS mapping and addressing program. Notice shall be delivered by certified mail (return receipt requested) to the addresses of the parties first stated in this Agreement. In the event this Agreement is terminated, all computer hardware and software and any tangible personal property purchased with E911 System Fund fee money during the effective period of this Agreement will be returned by Property Appraiser to the County or the County's public agency or public safety agency designee, as defined in Section 365.172, Florida Statutes.




Bill Leeper
Sheriff of Nassau County, Florida

8-26-14

 Date

For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:



Bobby Lippelman
 General Counsel
 Nassau County Sheriff's Office

8/26/14

 Date



A. Michael Hickox
Property Appraiser

8/26/14

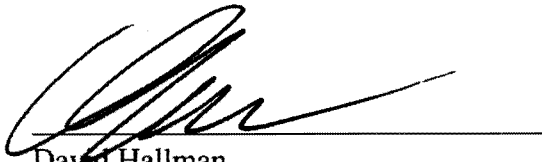
 Date



Barry V. Holloway, Chairman
For the Board of County Commissioners
Nassau County, Florida

9-8-14
Date

For the use and reliance of Nassau County only, approval as to form and legal sufficiency:



David Hallman
County Attorney
Nassau County, Florida

9-15-2014
Date

MES
09.09.14