

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: APRIL 13, 2015 AGENDA ITEM NUMBER: 7

SUBJECT: RESOLUTION RATIFYING, APPROVING, AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM FOR THE JOINT EXERCISE OF THE MAP FORSYTH CITY/COUNTY GEOGRAPHIC INFORMATION OFFICE

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Lindsey Watson, Jr.* DATE: April 8, 2015
COUNTY MANAGER

**RESOLUTION RATIFYING, APPROVING, AND AUTHORIZING EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY
OF WINSTON-SALEM FOR THE JOINT EXERCISE OF THE
MAPFORSYTH CITY/COUNTY GEOGRAPHIC INFORMATION OFFICE**

WHEREAS, Forsyth County and the City of Winston-Salem have negotiated an agreement on the joint exercise of a City/County Geographic Information System (GIS) Services Office (MapForsyth) pursuant to the provisions of N.C.G.S. 160A-460, et seq. to eliminate duplication of infrastructure and staffing and increase data sharing, accuracy and coordination; and

WHEREAS, the name of the joint GIS services undertaking will be the MapForsyth City/County Geographic Information Office, with administrative oversight of the services being assigned to Forsyth County; and

WHEREAS, funding of the undertaking will be determined based upon a weighted population percentage allocation as outlined in the attached Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached City/County Cooperative Services Agreement for MapForsyth is hereby ratified as required by N.C.G.S. 160A-461 and approved, and the Chairman or the County Manager and Clerk to the Board are hereby authorized to execute the said agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 13th day of April 2015.

NORTH CAROLINA)
FORSYTH COUNTY)

CITY/COUNTY COOPERATIVE SERVICES
AGREEMENT FOR MAP FORSYTH

THIS INTERLOCAL AGREEMENT (hereinafter the "Agreement") is made and entered into by and between FORSYTH COUNTY, a political subdivision of the State of North Carolina, 201 North Chestnut Street, Winston-Salem, North Carolina 27101, (hereinafter "COUNTY"), and the CITY OF WINSTON-SALEM, a municipal corporation of the State of North Carolina, 101 North Main Street, Winston-Salem, North Carolina 27101 (hereinafter "CITY").

GENERAL PROVISIONS:

1. The purpose of this Agreement is to outline the contractual arrangement between the COUNTY and CITY to share Geographic Information System services (hereinafter "MapForsyth") for both the COUNTY and the CITY, for the purposes provided herein.

2. The COUNTY and CITY contract and agree with each other in accordance with Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes and other applicable laws, which permit governmental units to enter into interlocal agreements to make the most efficient use of their powers and resources by enabling cooperation on the basis of mutual advantage.

3. The COUNTY and CITY hereby agree to compensate the other the cost of funding and providing each undertaking and service agreed to in this agreement as indicated below in Section IV, Payment Formula. Such cost shall consist of all expenses which can be specifically identified with the service being provided. The list of cost items will be reviewed and approved by both the City and County Managers prior to the annual submission of budgets to the respective governing bodies.

I. GOVERNANCE MODEL

a. The COUNTY and CITY will create jointly a GIS Steering Committee to provide high level GIS directions for MapForsyth, to consist of high level department staff and/or department managers, and to make recommendations to City and County organizations as to GIS priorities.

i. The GIS Steering Committee provides direction and oversight to the Geographic Information Officer (GIO). Annual budget requests and major work items will be approved by the Committee prior to submission to the County Budget Office. The Committee's role is to focus on directions of the organizations regarding GIS investments and the effective operation of MapForsyth.

ii. GIS Steering Committee members will be selected by the County and City Managers to include two (2) County representatives and two (2) City representatives. A Committee chairperson will be assigned for a two year term, with rotating representation from the City and the County. The GIS Steering Committee Chairperson will be responsible for calling meetings, setting agendas, and reporting to the City and County Managers or their designees.

iii. The current GIS Steering Committee is made up of the following:

1. City-County Planning Director
 2. Forsyth County Tax Assessor
 3. Forsyth County Chief Information Officer
 4. City of Winston-Salem Chief Information Officer
 5. City Manager and County Manager or their designees
- b. MapForsyth operations will be administered by the County including budget, payroll, human resources, and physical location.
 - c. MapForsyth's annual budget will be prepared in conjunction with the County's budget process. A list of cost items shall be reviewed and approved by both the City and County Managers prior to the annual submission of budgets to the respective governing bodies.
 - d. MapForsyth will develop future inter-governmental agreements to facilitate data sharing, cooperation, and cost sharing among the County, City, Towns, and Villages within Forsyth County.
 - e. The established governance structure will report progress to the respective governing bodies on a yearly schedule.

II. STAFFING

- a. The staffing of MapForsyth will consist of six (6) full-time County positions to include: the Geographic Information Officer (GIO), two (2) dedicated addressing positions, and three (3) GIS positions. In the initial filling of newly created County positions for MapForsyth, preference will be given to any affected City or County employees.
- b. The GIO will be appointed by the County Manager in consultation with the City Manager.
- c. Additional staff and resources may be needed for major joint projects outside of the normal scope of work of the department.
 - i. For any major projects outside the normal scope of work, MapForsyth will use a functional team approach with the Geographic Information Officer (GIO) directing all efforts within MapForsyth.
 - ii. Resources from both COUNTY and CITY will work in conjunction with MapForsyth but would not be part of the cost sharing program. However, during the annual budget process, both the COUNTY and CITY will be able to consolidate positions within MapForsyth's budget as deemed desirable by both parties, during which time it will be determined if the newly consolidated staff will be included within the cost sharing program.
 - iii. Key staff will come from the COUNTY and CITY with firm commitments in regards to hours per week. Furthermore, key staffing levels will be agreed upon each year with input from the GIS Steering Committee as well as the County and City Managers. The functional team approach to major joint projects, outside of the normal scope of work, will be subject to change according to need as defined

by the City and County Managers and in conjunction with the GIS Steering Committee.

III. ROLES AND RESPONSIBILITIES OF MAPFORSYTH

MapForsyth shall perform the following for the COUNTY and CITY:

- a. GIS Addressing and Street Naming
 - i. Implement and maintain the Master Address Repository (MAR)
 - ii. Identify and implement best practices for a MAR
 - iii. Assign and maintain Addresses and Street Names
 - iv. Implement the most optimum network, software, and hardware for the MAR initiative.
 - v. Furnish reports on the creation and integration of MAR with existing systems to the governing boards of Forsyth County and the City of Winston-Salem.

- b. Build and maintain reliable GIS data
 - i. Establish a centrally managed geographic database.
 - ii. Establish and implement a system design for enterprise GIS architecture.
 - iii. Establish standards and procedures for the development and maintenance of data.
 - iv. Establish standardized methods and procedures for application development.

- c. Make GIS data accessible
 - i. Establish effective organization-wide access to geospatial data.
 - ii. Guide the implementation of web-based applications that facilitate access by citizens and departments.
 - iii. Improve public access to online services.
 - iv. Use GIS as a tool to provide timely and accurate data to elected officials, public citizens, nonprofits, private companies, and other local governments.

- d. Integrate GIS functionality with existing systems
 - i. Integrate GIS with existing business systems.
 - ii. Use state of the art technologies in order to ensure more seamless technology integration.
 - iii. Integrate GIS as fully as possible and apply it in a simple but effective way.

- e. Train, educate, and inform staff
 - i. Implement a total governance model for sharing ideas, discussions, and information about GIS and related topics like Global Navigation Satellite System (GNSS), Automated Vehicle Location (AVL), and Mobile Solutions, etc.
 - ii. Provide GIS training and educational opportunities to all County and City staff to empower them to fully utilize GIS knowledge.
 - iii. Establish a GIS user group network within the County and City organizations to help facilitate growth.

- f. Build and maintain an enterprise GIS infrastructure
 - i. Implement the most optimum network and hardware for the GIS initiative.

- ii. Implement networking infrastructure that creates an efficient technological teamwork environment for the GIS initiative.
 - iii. Insure a system architecture that can support all County and City remote department needs.
 - iv. Develop data storage and distribution strategies that make effective use of current resources.
- g. GIS Solutions
- i. Provide consultation on the selection of compatible GIS software solutions that would be mutually beneficial to ALL parties in the effort to maintain compatibility and the ease of data exchange, particularly in regards to the MAR and Centralized GIS Data Repository.
 - ii. MapForsyth will develop GIS policies based on best practices for, but not limited to: Metadata, Data Sharing, Addressing, Web mapping and so on.
- h. Other GIS related items
- i. Administer and oversee any GIS projects the GIS Steering Committee identifies with the support of the City and County Managers (or their designees).
 - ii. Provide professional GIS services to the City and County including, but not limited to, GIS system design, maintenance, special projects, and setup expertise as well as other professional services.
 - iii. Act as a liaison, coordinator, and adviser to the GIS users within the various departments within the County, City, Towns, and Villages.

IV. INITIATION OF AGREEMENT/PAYMENT FORMULA

- a. Both parties agree that MapForsyth has formed the current cooperative relationship over time. During FY 2015, it is expected that the organization will continue to develop and that a true merged organization (including the payment formula provisions) will become effective with FY 2016, beginning on July 1, 2015.
- b. MapForsyth shall be administered by the COUNTY.
- c. Expenses for MapForsyth shall be apportioned based on a weighted population percentage allocation, net of any revenue generated from special projects outside of the scope of this agreement. Net expenses will be determined by subtracting any revenues from any party other than the COUNTY or the CITY.
 - i. Weighted population factor is calculated by taking the sum of the total County and municipal populations and dividing each by the sum to generate a percentage. That percentage is used as the basis for cost sharing.
 - ii. If, in the future, other municipalities sign Interlocal Agreements, their weighted population factor shall be used to determine their cost contribution.
 - iii. If other municipalities decide to only contribute for special projects, the fee shall be calculated on a time and materials basis.

V. PAYMENTS AND FINAL BILLING

For the first three (3) quarters of each fiscal year, the payment for expenses by the COUNTY for the undertaking included in this agreement shall be paid to the COUNTY at the close of each quarter and shall equal one-fourth (1/4) of the amount budgeted for the undertaking for the fiscal year. The fourth quarter payment shall be based on a settlement report prepared with final costs as shown in the County's financial system once deemed closed by the County Chief Financial Officer, but no later than August 31st, and in accordance to the formula described above.

To assist in minimizing any discrepancy between the actual fourth quarter payment and the original budgeted amount, it shall be the responsibility of the COUNTY to provide the CITY with a mid-year expenditure and revenue report covering the services provided by MapForsyth. In addition, any major change or changes in the MapForsyth program or service that would increase the cost over the original amount budgeted by more than \$10,000 (ten-thousand dollars) must receive prior approval by both units before implementation can occur. If the program or service change or changes result in increased costs of less than \$10,000 (ten-thousand dollars), it shall be the responsibility of the County Manager (or designee) to notify the City Manager (or designee) of such change(s). Finally, the COUNTY shall prepare and send to the CITY an estimated final cost for MapForsyth's services by June 1st of each fiscal year.

VI. AMENDMENTS AND TERMINATIONS:

This Agreement may be amended by written agreement executed by the parties hereto.

This Agreement shall become effective on July 1, 2015, and shall continue in force until same is revoked in writing by either of the parties hereto, upon ninety (90) days written notice of the termination to the other party. Termination will only be allowed at the end of a fiscal year.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed, and their corporate seals to be affixed by their duly authorized corporate officers, in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

ATTEST:

(SEAL) FORSYTH COUNTY

By: _____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

ATTEST:

(SEAL) CITY OF WINSTON-SALEM

By: _____
City Secretary

By: _____
Mayor

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of moneys to fall due under this Agreement within the current fiscal year has been made by an appropriation duly authorized.

Chief Financial Officer
Forsyth County

Date

Chief Financial Officer
City of Winston-Salem

Date

This instrument has been reviewed in the manner required as to form and legality.

County Attorney
Forsyth County

Date

City Attorney
City of Winston-Salem

Date