

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 31, 2017

AGENDA ITEM NUMBER: 11

SUBJECT: RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF KERNERSVILLE FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO STREET NAMING, ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES (MAPFORSYTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

The purpose of the attached interlocal agreement is to outline the roles and responsibilities related to street naming, creating and maintaining addresses, and Geographic Information Services within the municipal limits of the Town of Kernersville.

With the approval of this interlocal agreement, all municipalities within the County will be in compliance with the official addressing process within its municipal boundaries.

Kernersville has decided to handle its own addressing and their procedures do not conform to the rest of the County's practices. However, all of the Town's addresses are in the Master Address Repository maintained by MapForsyth. Because Kernersville does not comply with the addressing procedures followed by MapForsyth, all Kernersville addresses show up as anomalies. All other municipalities in the County allow MapForsyth's Addressing Unit to provide centerline and addressing services.

Because of Kernersville's desire to continue managing their own addressing function, this interlocal agreement outlines the responsibilities of Kernersville and MapForsyth regarding addressing and centerline maintenance and creation.

MapForsyth provided Kernersville with three (3) options for handling addressing in the Town: 1) continue to operate as they currently do; 2) continue to operate as they currently do but with access to a MAR tool to edit Kernersville information only at a cost of \$1,000; or 3) allow MapForsyth's Addressing division to completely handle addressing for the Town at a cost of \$3,000 annually. No additional staffing would be required to do option 3.

ATTACHMENTS: YES NO

SIGNATURE: _____

J. Dudley Watts, Jr.
COUNTY MANAGER

DATE: August 30, 2017

**RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION
OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND
THE TOWN OF KERNERSVILLE FOR THE FUNDING AND PROVISION OF
GOVERNMENTAL SERVICES RELATING TO STREET NAMING,
ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES
(MAPFORSYTH)**

WHEREAS, Forsyth County and the Town of Kernersville have agreed to the terms of the attached Interlocal Agreement for the funding and provision of governmental services relating to Street Naming, Addressing, and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached Interlocal Agreement between Forsyth County and the Town of Kernersville, is hereby ratified as required by N.C.G.S. 160A-461, approved, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said Interlocal Agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County 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 Town of Kernersville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 31st day of August 2017.

NORTH CAROLINA) COOPERATIVE GOVERNMENTAL SERVICES
FORSYTH COUNTY) AGREEMENT FOR ADDRESSING, STREET, NAMING,
AND GEOGRAPHIC INFORMATION SERVICES

THIS AGREEMENT, made this ____ day of _____, 2017, is between the County of Forsyth, a political subdivision of the State of North Carolina, hereinafter called the “County”, and the Town of Kernersville, a municipal corporation organized under the laws of the State of North Carolina, hereinafter called the “Town”.

GENERAL PROVISIONS:

1. The purpose of this Agreement is to set forth the contractual arrangements between the Town and County for the provision of certain governmental services for the Town, for the purposes provided herein.

2. The Town and County 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:

3. ADDRESSING RESPONSIBILITIES

The Town’s jurisdiction includes all Centerlines and Address Points located in the official corporate limits and extraterritorial jurisdiction as defined by the Town.

The Town shall be responsible for the following activities related to the Town’s Addressing Program:

- a. Address Assignment;
- b. Address Number Assignment;
- c. Plan Review (Minor or Majority Subdivisions);
- d. Naming of Streets that do not duplicate the spelling or pronunciation of any existing street names currently in Forsyth County;
- e. Street Address Range Assignments;
- f. Appeals of Street Names and Addresses;
- g. Updating of online map data with websites, including but not limited to, Google Maps, Here.com, etc;
- h. US Census Local Update of Census Addresses (LUCA) Program;
- i. Provide notification to Forsyth County Tax Office and MapForsyth of any address changes, property annexations, and/or permanent road closings; and
- j. Updating other government and non-government agencies with addressing and street naming data.

The Town shall be responsible for providing the City/County MapForsyth department, with Street Centerline and Address Point updates determined and agreed upon by both parties.

The County, through the MapForsyth Department, shall be responsible for the following:

- a. Adding the Town’s Street Centerline and Address information into the Master

Address Repository (MAR) as provided by the Town

- b. Adding the Town's Street Centerline and Address information into the County's Street Centerline and Address GIS files as provided by the Town.

The Town shall continue to operate as the independent and authoritative creator of Centerlines and Addresses for the Town of Kernersville. As such, the County shall not be a part of the appeals process for concerns specific to address and street centerlines within the municipal boundaries or extraterritorial jurisdiction of the Town of Kernersville.

The Town shall not have representation on the County Addressing Technical Committee which assists the Addressing Coordinator in resolving complex addressing and street naming problems; revise, as necessary, the *Addressing and Street Naming Guidelines and Procedures Manual*; advocate to the public, elected officials, and member agencies for improvements to addressing systems and practices; and hear appeals from the public on street naming decisions. The Addressing Technical Committee serves only the areas in which the County Addressing Coordinator and staff have jurisdiction.

4. GIS SERVICES

The County, through the MapForsyth Department, agrees to provide Geographic Information Services (GIS) related services to the Town and the Town agrees that for and in consideration of GIS services to be provided by the County, MapForsyth shall be entitled to retain all fees and charges for GIS services which may be levied. For any special project specific to the Town, and for which there is no countywide purpose or benefit, shall incur a fee based upon the number of project hours and the hourly rate for staff dedicated to the project.

5. INDEMNIFICATION

The Town agrees to protect, defend, indemnify, and hold Forsyth County, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlement cost charges, or other expenses or liabilities of every kind and arising out of or relating to any any all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this or any future agreements. The Town furthermore agrees to investigate, handle, respond to, provide defense of all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind and defend them at its sole expense and agrees to bear all other costs and expenses thereof. These terms apply to this agreement the Town has with Forsyth County.

6. AMENDMENTS AND TERMINATIONS

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

This Agreement shall become effective on _____, and 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)

TOWN OF KERNERSVILLE

By: _____
Town Clerk

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
Town of Kernersville

Date