

PALM BEACH COUNTY
BOARD of COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/19/07 Consent Regular
 Ordinance Public Hearing

Department Submitted by: Information Systems Services
Submitted for: Countywide GIS

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: A Cooperative Agreement with the Palm Beach Sheriff's Office and the Palm Beach County Property Appraiser for the purpose of cost sharing on geographic and land information products and services to benefit the Countywide Geographic Information Systems (GIS).

Summary: The purpose of this Agreement is to establish a mechanism under which the County, the Sheriff and the Property Appraiser can cooperate in obtaining the goods and services needed to develop and maintain a digital base map of the County for both its incorporated and unincorporated areas; with the ability for the parties to make the information or portions thereof available to other County public data sharing entities. The Pictometry Agreement and Task Order is the first cost sharing arrangement associated with this Cooperative Agreement. The Pictometry Agreement will provide the professional services required to provide oblique imagery and viewing software for urban areas of Palm Beach County. Countywide GIS will manage the acquisition and distribution of the data to other agencies across the County. The Sheriff's Office and Property Appraiser's Office have agreed to partner with Countywide GIS to acquire data for tactical support and daily operations. This Cooperative Agreement allows for the parties to jointly develop Contracts and Task Orders, in substantially the form shown as Exhibit A to this Agenda Item. Countywide (PK)

Background and Justification: The Board of County Commissioners and the Property Appraiser are major data providers for geographic and land information. The Sheriff's Office benefits from the use of this data for tactical planning and operational support. This Cooperative Agreement to work together will enhance our ability to increase efficiency and reduce the maintenance and storage of redundant data throughout Palm Beach County. This partnership is recommended by the GIS Policy Advisory Committee.

The Agreement allows each party to initiate mapping projects as best suits their interests; and each party will have access and use of the data developed hereunder. The Pictometry agreement associated with this Cooperative Agreement will provide new imagery if required as a result of hurricanes, earthquakes, tornadoes and terrorist damage as outlined in Schedule E at no additional cost. The Pictometry agreement is structured with the option to extend for up to two (2) additional two (2) year periods at a five percent and 10 percent consecutive discount.

Attachments:

- 1. Two original Cooperative Agreements
- 2. Exhibit A Task Order Form

Recommended by: Steve Bordelon 5/23/07
 Department Director Date

Approved by: [Signature] 6/1/07
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2006</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> |
|--------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Capital Expenditures | 0 | 0 | 0 | 0 | 0 |
| Operating Costs | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Program Inc (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | <u>\$ 0</u> | <u>\$ 0</u> | <u>\$ 0</u> | <u>\$ 0</u> | <u>\$ 0</u> |

Additional FTE Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes No

Budget Account Number(s): Fund Dept. Unit Object

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review: Robert C. Fosal 5/23/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Fiscal impact will be shown on task order items. The project is currently budgeted in 3901-491-M010-0508. Only task orders over \$100,000 will go to the board for approval.

Jim D. [Signature] 5-29-07
 OFMB
 [Signature] 5-24-07
 CN 5/24/07

Jim J. [Signature] 6/1/07
 Contract Administration
 6/1/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

Paul F. [Signature] 6/1/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

**COOPERATIVE AGREEMENT
BETWEEN
PALM BEACH COUNTY PROPERTY APPRAISER
AND
PALM BEACH COUNTY SHERIFF
AND
PALM BEACH COUNTY, FLORIDA**

This AGREEMENT is made the ____ day of _____, 2007, between the Palm Beach County Property Appraiser, (hereinafter "PROPERTY APPRAISER"), the Palm Beach County Sheriff, (hereinafter "SHERIFF"), and Palm Beach County, Florida (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The APPRAISER, SHERIFF and the COUNTY are referred to collectively as "the Parties."

RECITALS:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into cooperative agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY maintains a Digital Base Map ("Base Map") of Palm Beach County as part of a countywide Geographic Information System (GIS); and

WHEREAS, the Parties desire to share a portion of the funding for the countywide GIS; and

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 – PURPOSE AND PROCEDURE

- A. The purpose of this agreement is to establish a mechanism under which the County, Sheriff and the Property Appraiser can cooperate in obtaining the goods and services needed to develop and maintain a digital base map of the County for both its incorporated and unincorporated areas.

It is anticipated that the Property Appraiser will be primarily responsible for initiating mapping services applicable to the incorporated areas of the County and that the County will be primarily responsible for initiating activities relating to the unincorporated areas of the County, although each party may initiate mapping

projects as best suits their interests; and that each will have access and use of the data developed hereunder.

- B. The parties will jointly develop Contracts and Task Orders (in substantially the form attached hereto as Exhibit A) indicating which agency is responsible for procuring the goods or services using their applicable procurement procedures, indicating the proposed work to be performed, cost and method of cost sharing, and anticipated schedule for performance. Task Orders issued under applicable Contracts shall be signed on behalf of the Property Appraiser by the Property Appraiser or his designated representative, the Sheriff or his designated representative, and, on behalf of the County, if under \$100,000 by the County Administrator or his designee: Task Orders in excess of \$100,000 must be approved by the Board of County Commissioners.
- C. Each party will pay its agreed share of the applicable Contracts and Task Orders within thirty (30) days of receipt of an invoice; provided the applicable work has been properly performed and delivered.

ARTICLE 2 – ACCESS AND AUDITS

Each party shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the project. Each party shall have access to all books, records and documents pertaining to the work for the purpose of inspection or audit during normal business hours.

ARTICLE 3 - EFFECTIVE DATE/TERM

This AGREEMENT shall take effect upon execution by all parties and shall continue in full force until terminated. Any party may terminate the AGREEMENT upon ninety (90) days prior written notice to the other parties; provided, however, such termination shall not affect any open Task Orders unless agreed to by the non-terminating parties.

ARTICLE 4 – ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this AGREEMENT shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this AGREEMENT.

ARTICLE 5 – BUDGET AVAILABILITY AND APPROPRIATION

Each party's performance and obligation to pay under this agreement is contingent upon budget availability which may be based upon an annual budgetary appropriation by its respective governing body.

ARTICLE 6 – NOTICE

All notices required to be given under this AGREEMENT shall be deemed sufficient to each party when delivered to the following:

COUNTY

Countywide GIS Coordinator
ISS Department
301 N. Olive Avenue, 8th Floor
West Palm Beach, FL 33401

With a copy to:

County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

PROPERTY APPRAISER

Assistant Director
Property Appraiser's Office
301 N. Olive Avenue, 5th Floor
West Palm Beach, FL 33401

SHERIFF

Department of Legal Affairs
Palm Beach Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

With a copy to:

Major Dan McBride
Homeland Security
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 7 – DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, city or other public officers.

ARTICLE 8 – FILING

Upon execution of this AGREEMENT, a copy of same and any subsequent amendment shall be filed by the COUNTY with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 9 – LIABILITY

The parties to this AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

ARTICLE 10 – AMENDMENTS

This AGREEMENT may be amended only by a written amendment which is validly executed by all parties.

ARTICLE 11 – REMEDIES

This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the AGREEMENT will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

ARTICLE 12 – EQUAL OPPORTUNITY PROVISION

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT.

ARTICLE 13 – CAPTIONS

The captions and article designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 14 – SEVERABILITY

In the event that any article, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions of this AGREEMENT and the same shall remain in full force and effect.

ARTICLE 15 – ENTIRETY OF AGREEMENT

This AGREEMENT represents the entire understanding between the parties, and supersedes all other negotiations, representation, or agreement either written oral, relating to this AGREEMENT.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY PROPERTY APPRAISER

Jeffrey M. Clyn
Property Appraiser Legal Counsel

Gary R. Nikolits
Gary R. Nikolits, Property Appraiser

WITNESSES:

Colleen Hesse
William

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY SHERIFF

Scott R.
Sheriff Legal Counsel

Ric L. Bradshaw
Ric L. Bradshaw, Sheriff

WITNESSES:

Angela L. Greene
Henry R. Bock

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COMMISSIONERS

County Attorney

Addie Greene, Chairperson

ATTEST:

Sharon R. Bock, Clerk and Comptroller

Deputy Clerk

EXHIBIT A – SAMPLE TASK ORDER

TASK ORDER # _____ CONSULTANT _____

ACCOUNT # _____ CONTRACT _____

COUNTY PROJECT MANAGER Kelly Ratchinsky PHONE _____

PROJECT NAME 2007 Pictometry 2-year Acquisition

LOCATION Palm Beach County Urban Areas

TASK DESCRIPTION

Production of licensed ortho-rectified and oblique images covering 2095 sectors with ArcIMS Integration, documentation, training and support. See attached 2007 Schedules A, B and E.

DELIVERABLES +/- See Attached DUE DATE September 30, 2007

TASK ORDER TYPE 2-year, 3-way partnership RETAINAGE 10%

TOTAL AMOUNT \$295,960

PROJECT MANAGER _____ DATE _____
Kelly Ratchinsky

CONSULTANT _____ DATE _____
Printed Name/Title:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY
PROPERTY APPRAISER

Addie Greene, Chairperson

Gary R. Nikolits, Property Appraiser

PALM BEACH COUNTY SHERIFF

Ric Bradshaw, Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO
TERMS AND CONDITIONS

County Attorney

ISS Department Director