

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 19, 2010

Consent       Regular  
 Public Hearing     Workshop

Department:

Submitted by: Information Systems Services

Submitted for: Countywide GIS

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends a motion to approve:** An Interlocal Agreement with the Palm Beach County Property Appraiser for the purpose of the County providing access to and use of GIS mapping services at a cost to the Property Appraiser to be determined on a year-to-year basis.

**Summary:** Over the past several years the Palm Beach County Property Appraiser has been cost-sharing with the County on their annual mapping projects. The proposed Interlocal Agreement will standardize this process to facilitate annual budgeting processes. The County and Property Appraiser will share expenses associated with the base map, GIS and mapping services. The Property Appraiser's share of the costs will be determined on a year-to-year basis based on the cost of services. The County will be responsible for maintaining the base map, GIS and providing mapping services. Each party will have access to and use of the technology and data that may be subsequently developed by the County. There is no additional cost to the County to enter into this Interlocal Agreement. If the letter of confirmation is not approved by the Property Appraiser in writing within sixty (60) days, the Property Appraiser will have no further obligation for that fiscal year under this Agreement. This Agreement provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. Countywide (PK)

**Background and Justification:** The County contracts for digital ortho photography and Pictometry imagery every other year. Pictometry provides a unique method of capturing 360 degree oblique geo-registered data image combined with software that allows viewing of the imagery. GIS representatives from the Property Appraiser's Office will participate in the mapping vendor selection process and review of technical specifications. The County will invoice the Property Appraiser annually in an amount to be determined by letter of confirmation for each fiscal year for the mapping services.

**Attachments:**

- 1. Interlocal Agreement (2 originals)

Recommended by: Steve Bordelon      10/5/2010  
Department Director      Date

Approved by: [Signature]      10/7/2010  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</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	(50,000)	<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>
<b>NET FISCAL IMPACT</b>	<b><u>\$ (50,000)</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 0</u></b>

# Additional FTE Positions (Cumulative)      0      0      0      0      0

Is Item Included in Current Budget      Yes           No     

Budget Account Number(s): Fund 0001 Dept. 490 Unit 1315 Object 3401

**B. Recommended Sources of Funds / Summary of Fiscal Impact**

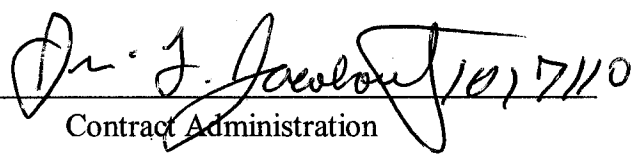
**C. Department Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Administration Comments:

\* REVENUE is expected to be around \$50,000

  
\_\_\_\_\_  
OFMB

  
\_\_\_\_\_  
Contract Administration

10/11/10  
PA

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

  
\_\_\_\_\_  
Assistant County Attorney

10/7/10

C. Other Department Review:

\_\_\_\_\_  
Department Director

**INTERLOCAL AGREEMENT GOVERNING MAPPING SERVICES BETWEEN  
THE PALM BEACH COUNTY PROPERTY APPRAISER AND  
PALM BEACH COUNTY, FLORIDA**

This Interlocal Agreement ("Agreement") is made and entered into by GARY R. NIKOLITS, as Property Appraiser for Palm Beach County, (hereinafter "PROPERTY APPRAISER"), and Palm Beach County, Florida, a political subdivision (hereinafter "COUNTY"), each constituting a public agency as defined in Section 163.01(3) (b), Florida Statutes (hereinafter "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 in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

WHEREAS, the COUNTY maintains a digital, base map of the incorporated and unincorporated areas of Palm Beach County ("Base Map") as part of its Geographic Information System ("GIS"); and provides other professional, mapping resources and services ("Mapping Services");

WHEREAS, the PROPERTY APPRAISER seeks to use and rely upon the COUNTY's Base Map, GIS and Mapping Services and the COUNTY wishes to provide the PROPERTY APPRAISER with access to and use of the same;

NOW THEREFORE, in consideration of the mutual covenants contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. PURPOSE.**

The purpose of this Agreement is to establish an arrangement by which the COUNTY and PROPERTY APPRAISER can share the technology and expenses associated with the Base Map, GIS and Mapping Services. The PROPERTY APPRAISER Project Manager will participate in the GIS mapping vendor selection processes and review technical specifications. The COUNTY will be responsible for maintaining the Base Map, GIS and providing Mapping Services; however, nothing in this Agreement shall prohibit the PROPERTY APPRAISER from developing or procuring its own mapping technology or data. The Parties agree that each will have access to and use of the technology and data which may be subsequently developed hereunder by the COUNTY.

**2. PAYMENT.**

The COUNTY will invoice the PROPERTY APPRAISER annually in an amount to be determined by letter of confirmation for each fiscal year for the Mapping Services provided the PROPERTY APPRAISER by the COUNTY. If the letter of confirmation is not approved by the Property Appraiser in writing within sixty (60) days, the Property Appraiser will have no further obligation for that fiscal year under this Agreement. The APPRAISER agrees to pay the invoiced amount within thirty (30) days of the date received, provided the County has met its obligations under this Agreement.

**3. ACCESS AND AUDITS.**

The COUNTY shall maintain adequate records necessary to justify and document all charges, expenses, and costs incurred in providing Mapping Services for three (3) years after completion of any mapping project. Each party shall have access during normal business hours to all of the books, records and documents pertaining to the Mapping Services for the purpose of inspection or audit.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the

PROPERTY APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**4. EFFECTIVE DATE, EXPIRATION AND TERMINATION.**

This Agreement shall take effect upon execution by both parties and shall continue until terminated. Either party may terminate the Agreement upon ninety (90) days prior written notice to the other party; provided, however, such termination shall not affect any open task orders unless agreed to by the non-terminating party.

**5. ENFORCEMENT.**

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.

**6. 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.

**7. NOTICES.**

All notices or other communications permitted or required to be given under this Agreement shall be hand-delivered or mailed to the Parties at their respective addresses as set forth below, as may be changed from time to time:

**If to the COUNTY:**

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

**If to the PROPERTY APPRAISER:**

Director, Technology Services  
Property Appraiser's Office  
301 N. Olive Avenue, 5th 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

**8. 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.

**9. FILING.**

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

**10. 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.

**11. AMENDMENTS.**

This Agreement may be amended only by a written agreement which is validly executed by the Parties.

**12. REMEDIES.**

This Agreement shall be construed by and governed by the laws of the State of Florida. The venue of any legal action necessary to enforce the Agreement shall be 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.

**13. EQUAL OPPORTUNITY PROVISION.**

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

**14. PARAGRAPH HEADINGS.**

The paragraph headings used in this Agreement are for convenience only and shall not be used in interpreting or construing any provision of this Agreement.

**15. 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.

**16. ENTIRETY OF AGREEMENT.**

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

**17. CONSTRUCTION OF AGREEMENT.**

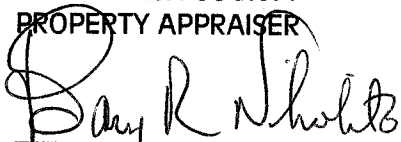
Each party acknowledges that all parties participated equally in the drafting of this Agreement and that it was negotiated at arm's length and reviewed by their respective legal counsel. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

**18. DATE OF AGREEMENT.**

The date of this Agreement shall be the date on which the last on of the Parties executes this Agreement.

IN WITNESS WHEREOF, the Parties acting through their duly authorized representatives have executed this Agreement by placing their signatures below.

PALM BEACH COUNTY  
PROPERTY APPRAISER

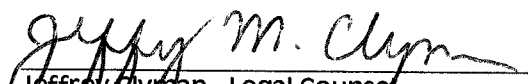



Gary R. Nikolits, Property Appraiser

\_\_\_\_\_ Date

Approved as to Form and Legal Sufficiency:

Approved as to Terms and Conditions:

  
Jeffrey M. Clyman - Legal Counsel  
Property Appraiser's Office  
Roger Harris - Director, Technology Services  
Property Appraiser's Office

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COMMISSIONERS

\_\_\_\_\_  
Burt Aaronson, Chair

\_\_\_\_\_  
Date

Approved as to Form and Legal Sufficiency:

Approved as to Terms and Conditions

\_\_\_\_\_  
Paul King - County Attorney  
Palm Beach County

*Steve Bordelon*  
\_\_\_\_\_  
Steve Bordelon - Director of ISS

Receipt Attested:

\_\_\_\_\_  
Sharon R. Bock, Clerk and Comptroller  
Deputy Clerk