

Agenda Item # 3U-1

PALM BEACH COUNTY
BOARD of COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 4, 2012

Consent

Regular

Public Hearing

Workshop

Department

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Interlocal agreement for geographic data sharing with the Village of Wellington at no additional cost to the County.

Summary: The County began putting Interlocal agreements in place (R2005-1911) to encourage the exchange of geographic and land information in an efficient and timely manner, in order for all agencies to have the most up-to-date and accurate information. The ISS Director was designated as the signatory for the GIS data sharing interlocal agreements and has executed this agreement. There are no costs associated with entering into these interlocal agreements. Countywide (PFK)

Background and Justification: The agreement is structured to automatically renew unless terminated by either party. The interlocal agreements have been used to encourage cooperation among the various public entities in sharing information and continually improving the accuracy of geographic data countywide. Geographic information is being used extensively in business and mapping applications.

Attachments:

- 1. Original Interlocal Agreement

Recommended by: Steve Bordelon 11/15/12
Department Director Date

Approved by: [Signature] 11/15/12
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</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)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget			Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Budget Account Number(s):	Fund: _____	Dept: _____	Unit: _____	Obj: _____	

B. Recommended Sources of Funds / Summary of Fiscal Impact

** No Fiscal Impact*

C. Department Fiscal Review:

Post local 11/15/12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><i>[Signature]</i> 11/14/2012 OFMB <i>11/16/12 MR</i></p>	<p><i>[Signature]</i> 11/15/2012 Contract Administration <i>11-26-12 Bowen</i></p>
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B. Legal Sufficiency:

Paul F. [Signature] 11/26/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT
BETWEEN THE
VILLAGE OF WELLINGTON
AND
PALM BEACH COUNTY**

This Agreement is entered on October 4, 2011, between "the parties," the Village of Wellington ("Village") and Palm Beach County ("County"). The Village and the County are referred to collectively as the "Parties".

WITNESSETH THAT:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, as amended which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and

WHEREAS, the Parties executing the Agreement desire to share the benefits of exchanging geographic and land information in order to have the most up-to-date and accurate information for the following purposes:

- satisfy statutory requirements;
- ensure compatibility of information;
- improve productivity in applications development;
- simplify procedures for end users; and
- create greater efficiency in information sharing.

WHEREAS, the purpose of this Agreement is to provide a mechanism to share geographic and land information on an ongoing basis,

WHEREAS, the Parties will develop procedures for the exchange of geographic and land information in an efficient and timely manner,

NOW THEREFORE, the Parties, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

ARTICLE 1 - STATEMENT OF AGREEMENT

1.1 The County's GIS Service Bureau will provide County geographic data to the Village. The Village enters into this Agreement to initiate the exchange of updated geographic and land information outlined in Exhibit A with the County on an ongoing basis.

ARTICLE 2 - TERM OF THE AGREEMENT

2.1 The period of performance of this Agreement shall commence on date of execution and continue on thereafter, on a year to year basis, under the same terms and conditions herein provided, unless terminated earlier under Article 6, or replaced with another agreement.

ARTICLE 3 - SHARING AND OWNERSHIP

3.1 Each Party shall be responsible for modifications or alterations required at its location for sharing and utilization of geographic and land information.

3.2 Each Party will plan to provide and maintain in its geographic and land information system environment the information specified in this Agreement under Exhibit A when it becomes available. Said information shall be maintained in the manner (including format, accuracy, symbology, and timeliness) as agreed upon by the Village and County project managers on a case by case basis. In some cases, this will require modification to current practices. In such cases, each Party will bear the cost of required modifications to its respective environment. Such information shall be accessible to both Parties, subject to access and security procedures, license agreements, and Federal, State and local law.

ARTICLE 4 - PROJECT MANAGEMENT/NOTICE

4.1 Until otherwise notified in writing, the Project Manager for the Village is Nestor Navarro, Village of Wellington, located at 12300 Forest Hill Blvd, Wellington, Florida 33414 at telephone (561) 791-4148. The Project Manager for the County is Kelly Ratchinsky, Palm Beach County, Information Systems Services, GIS Services, at 301 N. Olive Avenue, West Palm Beach, FL 33401, telephone (561) 355-3958. The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the Project Managers for resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

4.2 All notices, demands, or other communications to the Parties under this Agreement shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

Attention: GIS Manager
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

Copies to: Village Manager
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

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

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

The Parties agree to provide a copy of all such notices under this Agreement to each Project Manager. All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address for notifications, written notice of such new address shall promptly be sent to the other party.

ARTICLE 5 - INDEMNIFICATION

5.1 Each Party assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof. The Parties further agree that nothing

contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; and (2) the consent of the Parties to be sued.

Each of the Parties, as a local government agency, warrants and represents that it is self funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Parties by their officers, employees, servants and agents while acting within the scope of their employment with the Parties.

ARTICLE 6 – INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, the Village acknowledges to be insured for General Liability and Auto with coverage limits of \$100,000 per person and \$200,000 per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. The Village also agrees to be insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statutes 440. Prior to execution of this agreement by the County, the Village shall deliver to the County an affidavit or a certificate of insurance evidencing insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the mentioned coverage.

ARTICLE 7 - TERMINATION/REMEDIES

7.1 This Agreement may be terminated by written notice of either Party to the other, to be effective twelve (12) months after receipt. However, termination shall be carefully considered due to the potential cost and disruption of operations to each of the Parties.

7.2 Data sharing may be suspended for failure to adopt County standards or for the adoption of policies or engagement in activities which adversely affect the sharing or maintenance of said information. Notice of proposed suspension shall be delivered to the other Party at least five (5) working days prior to suspension. The notice shall state the reasons for the proposed suspension and suggest corrective actions and a time frame within which these corrective actions may be taken to avoid suspension. Suspended access to shared information shall be restored as soon as reasonably possible following receipt of notice that sufficient corrective action has been taken.

7.3 Each Party may enact an emergency suspension of data sharing. The Countywide GIS Coordinator shall declare an emergency suspension and temporarily, but immediately, suspend or reduce access to information for just cause. Reasons for emergency suspension include, without limitation, equipment failure; unauthorized geographic information access; high potential for sabotage; failure to adopt and enforce standards; and adoption of policies or engagement of activities which otherwise adversely affect the operation, security or maintenance of the geographic information.

The Countywide GIS Coordinator shall notify the County GIS Policy Advisory Committee, and the other affected Party immediately of any emergency suspension. The notice shall state the reasons for the emergency suspension and suggest corrective actions and a time frame within which these correction actions may be taken to safely allow restoration of access to geographic information. If the Countywide GIS Coordinator is confident that actions have adequately corrected the situation, access to information shall be restored.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The Parties, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement.

8.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for any party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit Court.

8.3 The Parties shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should any Party assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party.

8.4 The Parties hereby assure that no person shall be excluded on the grounds of race, color, creed, national origin, disability, religion, ancestry, marital status, familial status, age, sex or sexual orientation, gender identity or expression, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The Parties shall take all measures necessary to effectuate these assurances.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Each party shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be void.

9.2 Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or any delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, act of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance and restorative aftermath period of such circumstances, but this Agreement shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Agreement specifies that performance by the Parties is specifically required during the occurrence of any of the events herein mentioned.

9.3 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

9.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

9.5 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

9.6 This Agreement may be amended only with the written approval of the Parties hereto.

9.7 This Agreement states the entire understanding between the Parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the Parties with respect to the subject matter of this Agreement.

The Parties recognize that any representations, statements or negotiations made by the Parties' staff do not suffice to legally bind the Parties in a contractual relationship unless they have been reduced to writing and signed by the Parties' representatives. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.

ARTICLE 10 – ACCESS AND AUDITS

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

10.2 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.

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

By: [Signature]
Village Attorney
Date: 7-26-11

Village of WELLINGTON BY ITS MAYOR

By: [Signature]
Mayor

ATTEST:

[Signature]
Awilda Rodriguez, Village Clerk

PALM BEACH COUNTY, FLORIDA

By: [Signature]
Steve Bordelon, Director of ISS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Director, ISS Department

EXHIBIT A

Geographic data requested from the Village as available includes but is not limited to:

- Situs Address W/Parcel Control Number
- Address Range/Centerline Corrections & Updates (with metadata)
- Capture/updates of Planimetric Map Layers
- County Maintained Roads within jurisdiction (for verification purposes)
- Hydrants
- Park Locations
- Vegetation Information
- Preserves
- Existing Land Use
- Zoning
- Critical Facilities
- New Plats (digital)
- Hazardous Materials
- Water Service Boundaries

The data to be provided by the County will be any geographic data published by Countywide GIS to include, but not limited to:

- Centerline File
- Parcel Graphics and Database (based on current Tax Roll)
- Digital Ortho Photography (with available metadata)
- Situs Addresses

Mechanisms and schedules for exchange of data will be decided by the Project Managers upon execution of this Agreement, incorporating the most efficient vehicle and format possible.

Specific standards issues which shall be addressed include, but are not limited to:

- Geocoding/addressing standards (e.g. street names and addresses)
- Information quality control objectives and methods
- Information sources and lineages
- Positional accuracy/precision of map content and sources
- Information category conventions
- Information completeness and update cycles