



**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<u><b>2016</b></u>	<u><b>2017</b></u>	<u><b>2018</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>
Capital Expenditures	\$0	\$0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>\$(119,500)</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>
<b>NET FISCAL IMPACT</b>	<b><u>\$(119,500)</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)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget      Yes          No   X  

Revenue Budget Number:      Fund 3901      Dept 491      Unit M030      RevSrc 6690

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

C. Department Fiscal Review: Robert Paul 2/16/16

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Development & Control Comments:

Sherry Br...  
PA JB  
2/16 2/16 OFMB

Dr. J. Jacobson 2/19/16  
 Contract Administration

B. Legal Sufficiency:

Paul F. ... 2/23/16  
 Assistant County Attorney

C. Other Department Review:

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

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

**Background and Justification: (Continued)**

Examples of planned uses of LIDAR data include developing contours to determine water drainage flow, flood mapping, evacuation zones and sea level rise; for measuring buildings and obtaining building footprint information for code enforcement and appraisal purposes; and for agriculture analysis, urban planning and archaeology.

With the USGS 3DEP grant, the base LIDAR data would be acquired and the data would be hosted and distributed by ISS. Additional task orders will be determined based on funding and partnerships developed by Countywide GIS for projects that cross jurisdictional boundaries such as water planning, hydrological studies and infrastructure plans. Task orders exceeding \$100,000 will require approval by the Board of County Commissioners. Attachment 4 is the County's official acceptance letter for the 3DEP LIDAR grant which will help fund this project.

# Attachment 1

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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. 4600003317**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_ by and between the South Florida Water Management District (DISTRICT) and Palm Beach County Board of County Commissioners (COUNTY) a political subdivision of the state of Florida.

WHEREAS, the DISTRICT is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT desires to provide financial assistance to the COUNTY to acquire high quality light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the South Florida Water Management District's jurisdiction; and

WHEREAS, the data will be used to update elevation data for Palm Beach County; and

WHEREAS, the COUNTY warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this AGREEMENT; and

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The DISTRICT agrees to contribute funds and the COUNTY agrees to obtain the Work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for acquiring Quality Level 2 (QL2) Lidar data.

2. The period of performance of this AGREEMENT shall commence on the date of execution of this AGREEMENT and shall continue for a period of two (2) years and 3 months.
3. The total DISTRICT contribution shall not exceed the amount of \$85,000. The DISTRICT's portion of the cost-share funding will be provided to the COUNTY after review of the QL2 Lidar product and confirmation that it meets minimum USGS Lidar Baseline Specifications Version 1.1 in accordance with the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this AGREEMENT. The DISTRICT's payment is a reimbursement of actual expenditures and therefore is subject to an invoice and documentation to support the COUNTY's actual expenditures within the not-to-exceed AGREEMENT funding limitation of \$85,000. In no event shall the DISTRICT be liable for any contribution hereunder in excess of this amount. The DISTRICT agrees to pay the invoiced amount within thirty (30) days of the receipt of the invoice and grant deliverables.
4. This AGREEMENT is subject to multi-year funding allocations. Funding for each applicable fiscal year of this AGREEMENT will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary. The DISTRICT will notify the COUNTY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.
5. The COUNTY shall enter into all necessary agreements with USGS to receive grant funding for the award amount. The COUNTY will fully fund the remaining amount required under the funding agreement executed with USGS so that the USGS can issue the Task Order for the QL2 Lidar acquisition under their USGS GPSC.
6. The COUNTY is hereby authorized to contract with third parties (subcontractors). The DISTRICT understands USGS's role as the prime contractor for the Task Order to be issued through the USGS GPSC and acknowledges the COUNTY's role as an authorized representative to oversee the grant with USGS to acquire QL2 Lidar data. All communication between the COUNTY and the USGS shall be the responsibility of the COUNTY.
7. The COUNTY agrees to be responsible for the fulfillment of all work elements and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the COUNTY that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the DISTRICT and the COUNTY shall have joint but nonexclusive ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this AGREEMENT shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party.
9. The COUNTY and the DISTRICT 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; (2) the consent of the State of Florida or its agents and

agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

10. The parties to this AGREEMENT are independent entities and are not employees or agents of the other parties. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent entities, between the DISTRICT, the COUNTY, their employees, agents, subcontractors or assigns, during or after the term of this AGREEMENT. The parties to this AGREEMENT shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this AGREEMENT without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
11. The parties to this AGREEMENT shall comply with their respective laws and ordinances regarding non-discrimination in any activity under this AGREEMENT.
12. The parties to this AGREEMENT assure that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this AGREEMENT.
13. Either party may terminate this AGREEMENT at any time for convenience upon sixty (60) calendar days prior written notice to the other party. The DISTRICT will pay funds for work already complete based upon documentation provided by the COUNTY for work that was performed. In the event of termination, all funds not expended by the COUNTY for authorized work performed through the termination date shall be returned to the DISTRICT within sixty (60) days of termination.
14. The COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the COUNTY 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 COUNTY.
15. The COUNTY shall maintain records and the DISTRICT shall have inspection and audit rights below. The COUNTY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The COUNTY shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this AGREEMENT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this AGREEMENT.
  - B. Examination of Records: The DISTRICT or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five (5) years from the expiration date of this AGREEMENT.
  - C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute. All such records shall be made readily available to the DISTRICT.

17. All communications with the DISTRICT regarding the Work shall be done through the DISTRICT Project Manager unless directed otherwise by the DISTRICT Project Manager for project specific issues. The DISTRICT Project Manager will be responsible for coordinating activities with the COUNTY, coordinating the review and approval of deliverables and approving invoices for payment. The DISTRICT Project Manager will ensure communication between the DISTRICT and the COUNTY is frequent, consistent, and documented. This includes gathering and disseminating documentation and deliverables, schedule review, invoice review and approval to ensure the project is successful.
18. All notices regarding this AGREEMENT shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Christine Carlson, Project Manager\* Telephone:  
(561) 682-6143

Email: [ccarlso@sfwmd.gov](mailto:ccarlso@sfwmd.gov)

Attn: Donna Lavery, Contract Specialist

3301 Gun Club Road

West Palm Beach, FL 33406

Telephone No. (561) 682-6420

Email: [dlavery@sfwmd.gov](mailto:dlavery@sfwmd.gov)

\* Alternate Project Contact Tim Liebermann

Telephone: (239) 338-2929, ext 7788

Email: [tlieber@sfwmd.gov](mailto:tlieber@sfwmd.gov)

Palm Beach County Board of County  
Commissioners

Attn: Christine Benkly, Project Manager

Telephone: (561) 233-5305

Email: [cbenkly@pbcgov.org](mailto:cbenkly@pbcgov.org)

2300 N. Jog Rd, 2<sup>nd</sup> Floor

West Palm Beach, FL 33411

Palm Beach County Attorney's Office

301 N. Olive Avenue, #601

West Palm Beach, FL 33401

19. The COUNTY shall send its invoices and any attachments to [APIInvoice@sfwmd.gov](mailto:APIInvoice@sfwmd.gov) and a copy to the DISTRICT Project Manager. All invoices must reference the COUNTY's legal name as authorized to do business with the State of Florida; DISTRICT'S AGREEMENT Number and Purchase Order (PO) Number as specified on the cover/signature page of the AGREEMENT; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. COUNTY shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the COUNTY's name and the PO number; 3) provide all required attachments with the invoice file, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the COUNTY must provide the above to the following address:

*South Florida Water Management District*

*Accounts Payable*

*P.O. Box 24682*

*West Palm Beach, FL 33416-4682*

The COUNTY must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this AGREEMENT in order to receive prompt payment by the DISTRICT as described in Section 218.70, F.S. COUNTY's failure to follow the instructions set forth in the AGREEMENT regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the DISTRICT.

20. COUNTY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind DISTRICT in a contractual relationship unless they have been reduced to



writing and signed by an authorized DISTRICT representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

21. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this AGREEMENT and any signatory hereon shall be considered for all purposes as original.
22. This AGREEMENT may be amended, extended or renewed only with the written approval of the parties. The DISTRICT shall be responsible for initiating any amendments to this AGREEMENT, if required.
23. This AGREEMENT, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this AGREEMENT will bind any of the parties to perform beyond their respective authority, nor does this AGREEMENT alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
24. 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.
25. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties 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.
26. Any dispute arising under this AGREEMENT which cannot be readily resolved shall be submitted jointly to the signatories of this AGREEMENT with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
27. This AGREEMENT states the entire understanding and agreement 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.
28. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:
  - (a) Terms and Conditions outlined in preceding paragraphs 1 – 27
  - (b) Exhibit “A” Statement of Work
  - (c) Exhibit “B” Payment and Deliverable Schedule
  - (d) All other exhibits, attachments and documents specifically incorporated herein by reference

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

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: *Dorothy A. Bradshaw*  
Dorothy A. Bradshaw, Procurement Bureau Chief *DM*

**SFWMD PROCUREMENT APPROVED**  
By: *[Signature]*  
Date: 1/14/2016  
**SFWMD OFFICE OF COUNSEL**  
By: D Brown email  
Date: 12/17/2015

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

**Palm Beach County, By Its Board of County Commissioners**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Name, Mayor**

(SEAL)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: *Paul F. [Signature]*  
**County Attorney**

By: *Steve Bordelon*  
**Steve Bordelon, Director, ISS**

## **EXHIBIT "A"**

### **STATEMENT OF WORK**

#### **“Palm Beach County Light Detection and Ranging (Lidar) Data Acquisition through U.S. Geological Survey 3D Elevation Program”**

##### **1.0 INTRODUCTION**

This is a two-year, 3-month cost-share agreement between the South Florida Water Management District (DISTRICT or SFWMD) and Palm Beach County to acquire high quality light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the South Florida Water Management District’s jurisdiction through the U.S. Geological Survey (USGS) 3D Elevation Program. This agreement covers both the acquisition and delivery of Quality Level 2 (QL2) Lidar data to SFWMD before the end of calendar year 2017.

##### **2.0 BACKGROUND**

The USGS 3D Elevation Program (3DEP) initiative is being developed to respond to needs for high-quality topographic data and for a wide range of other three-dimensional representations of the nation's natural and constructed features. The primary goal of 3DEP is to systematically collect enhanced elevation data in the form of high-quality light detection and ranging (Lidar) data over the conterminous United States, Hawaii, and the U.S. territories, as well as interferometric synthetic aperture radar (ifsar) data over Alaska. The 3DEP initiative is based on the results of the National Enhanced Elevation Assessment (NEEA), which indicated an optimal benefit to cost ratio for Quality Level 2 (QL2) data collected over 8-years to complete national coverage. The implementation model for 3DEP is based on multi-agency partnership funding for acquisition, with the USGS acting in a lead program management role to facilitate planning and acquisition for the broader community, through the use of government contracts and partnership agreements (USGS 2014).

The USGS National Geospatial Program utilizes the Geospatial Products and Services Contract (GPSC) to acquire data from vendors via a Qualifications Based Selection, Indefinite Delivery, Indefinite Quantity contract vehicle. USGS provides contract administration and quality assurance for all acquired datasets. Where USGS is contracting directly for the acquisition of geospatial data, USGS’ method of acquisition will be through their GPSC contract utilizing the established Architect-Engineering procedures (USGS 2014).

Palm Beach County is preparing to submit a proposal to acquire QL2 Lidar data for Palm Beach County through the USGS 3DEP. As part of that proposal, Palm Beach County is requesting a 40% award from the USGS for the estimated project cost of \$568,290. The County has proposed

funding the remaining amount through County and other funding partners. The proposed funding portion from SFWMD shall not exceed \$85,000.00.

### **3.0 PROJECT OBJECTIVES**

The objective of this Agreement is to acquire QL2 Lidar data for SFWMD jurisdictional areas within Palm Beach County through the USGS 3D elevation program that meet minimum USGS Lidar Baseline Specifications Version 1.1.

### **4.0 SCOPE OF WORK**

The County will acquire high quality light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the South Florida Water Management District's jurisdiction through the U.S. Geological Survey (USGS) 3D Elevation Program.

### **5.0 WORK BREAKDOWN STRUCTURE**

The following Work Breakdown Structure is the work being funded by this Agreement. It is understood that it is the responsibility of the USGS through its agreement with the County, including the timeliness and quality of all work. It is understood that the USGS shall subcontract the work and the USGS will oversee that work.

The County through its agreement with the USGS shall acquire and classify Lidar data to meet minimum USGS Lidar Baseline Specifications Version 1.1 for QL2:

- Classified Lidar point cloud data, with a minimum point density of 2 points per square meter, a nominal Lidar pulse spacing of no greater than 0.7-meter, and a relative vertical accuracy of no greater than 10-cm root mean squared error (RMSEz).

In addition, the County requests to achieve one-foot contour data with 1/9 arc-second digital elevation model capability.

The area for Lidar acquisition is shown in Figure 1 and corresponds to the jurisdictional boundary of Palm Beach County

Palm Beach County will provide the SFWMD the USGS Lidar data deliverables by the specified due dates noted in Exhibit "B" Payment and Deliverable Schedule.

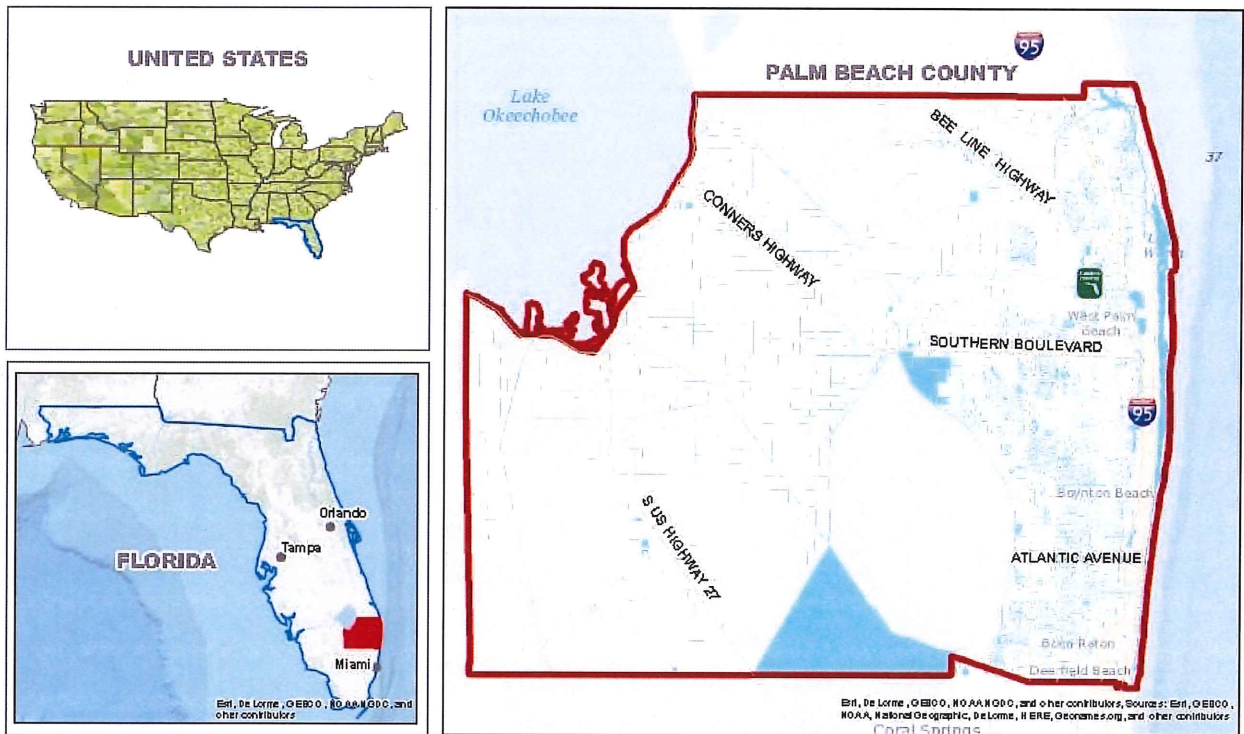
The District will provide a consolidated set of review comments for the deliverable.

## 5.1 Deliverables

**Deliverable 1:** Palm Beach County QL2 Lidar Data (due 12/31/17). Palm Beach County shall provide the data on an external drive. The drive will be returned to the County once files have been copied onto an SFWMD server.

## REFERENCES

USGS. 2014. Broad Agency Announcement for 3D Elvation Program. G14PS00574. <http://www.sco.wisc.edu/images/stories/2014/Jul/G14PS00574.pdf>



**Figure 1:** Area for Lidar acquisition

**EXHIBIT "B"**

**PAYMENT AND DELIVERABLE SCHEDULE**

Payment shall be made in an amount not to exceed that specified below following delivery by Palm Beach County and acceptance of the deliverables by the District in accordance with Article 3 of the Agreement. The invoice shall list the deliverables submitted to the District, including, but not limited to, raw data transmittals and final data transmittals in accordance with the requirements set forth. Documentation of the County's actual expenditures shall accompany the invoice.

**PAYMENT AND DELIVERABLE SCHEDULE\***

<b>Deliverable</b>	<b>Description</b>	<b>Deliverable Due</b>	<b>Payment Not to Exceed</b>
1	Palm Beach County QL2 Lidar Data	by end of calendar year 2017	\$85,000.00
<b>Total:</b>			<b>\$85,000.00</b>

*\*This effort will be co-funded by several agencies. Palm Beach County is the principal funding source to the overall project. The South Florida Water Management District (District) cost-share contribution to the overall project under this agreement with Palm Beach County is being obtained through ad valorem. Additional cost-share funds are also being provided by other Federal, State, Local, and Utility partners under separate agreements.*

## Attachment 2

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## **Interlocal Agreement**

This Interlocal Agreement (“Agreement”) for services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Public Sector Agency (“Agency”) and Palm Beach County (“County”) a political subdivision of the State of Florida.

**WITNESSETH THAT:**

**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 herein to enter into 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 Agency and the County have recognized the need for working together for the purpose of obtaining mutually desired geographic data and analytical products at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

**WHEREAS**, in recognizing these facts, the Agency and the County desire to enter into such an agreement which provides for the ability to cost-share on mutually beneficial projects and task orders for acquiring geographic data and products for use by each organization.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:



**Section 1 Purpose**

The purpose of this Agreement is to provide geographic data and analytical product acquisition coordination and distribution to the Agency for the purposes described in the attached Exhibit A.

**Section 2 Approval**

The County approves of the Agency's participation in the coordination and sharing of geographic data and products, and any other services as specified in the attached Exhibit A.

**Section 3 Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the Agency by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the County and the Agency in this regard, and sets forth the methodology for issuing Task Orders, and for billing and paying for partnership initiatives.

**Section 4 Term**

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

**Section 5 Resale of IT Services**

The Agency shall not share or resell any portion of the County's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

**Section 6 Termination for Convenience**

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide

the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

**Section 7    Indemnification and Hold Harmless**

The Agency and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

**Section 8    Insurance**

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

**Section 9    Damage Caused by Disasters**

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the

governing bodies of both the Agency and County authorize its continuation and associated funding to repair or restore the affected area(s).

**Section 10 Miscellaneous**

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

**Section 11 Notice**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Agency  
\_\_\_\_\_, Agency Manager  
Address  
(Telephone: 561- )

With a copy to: \_\_\_\_\_, Agency Attorney  
Address  
(Telephone: 561- )

To: **COUNTY:** Verdenia C. Baker, County Administrator  
c/o Steve Bordelon, Information Systems Services Director  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2394)

With a copy to: County Attorney's Office  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
(Telephone: 561-355-2225)

**Section 12 Entire Agreement**

This Agreement represents the entire agreement between the Agency and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both parties. This Agreement shall be binding upon the Agency and the County and their respective successors and assigns.

**Section 13 Filing**

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

**Section 14 Participation**

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

**Section 15 Venue for Dispute Resolution**

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

**Section 16 Binding Agreement**

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

**Section 17 Subject to Funding**

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

**Section 18 Nondiscrimination**

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

**Section 19 Access and Audits**

The Agency shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Agency's place of business.

**Section 20 Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 21 Regulations, Licensing Requirements**

The Agency shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Agency is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(The remainder of this page intentionally left blank.)

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

**Palm Beach County, By Its  
Board of County Commissioners**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Name, Mayor**

**(SEAL)**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
**County Attorney**

By: \_\_\_\_\_  
**Steve Bordelon, Director, ISS**

**Agency**

By: \_\_\_\_\_  
**Name , City/Agency Clerk**

By: \_\_\_\_\_  
**Name, City/Agency Executive**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Name , City/Agency Attorney**

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (County) GIS SERVICES**

The purpose of this Exhibit is to delineate the Geographic Information Systems (GIS) Services to be provided to the Public Agency ("Agency") by the Palm Beach County Information Systems Services Department ("County") to identify the roles and responsibilities of the County and the Agency in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

#### **Section A: General Requirements for GIS Data Storage**

Mutually desired GIS data and analysis products, once acquired, will be hosted on the County Enterprise GIS.

The County shall provide the Agency with access to the Enterprise GIS on a best-effort basis and otherwise provided herein. For ESRI ArcMap, a Direct Connect method will be required to gain access to the Enterprise GIS. For all other client GIS software, an Oracle ODBC connection will be used.

#### **Section B: Responsibilities for GIS Data Storage**

The County shall be responsible for routine day-to-day management of the Enterprise GIS and provide a non-exclusive license for Agency to access mutually acquired GIS data and analytical products residing on the Enterprise GIS.

The Agency agrees the Enterprise GIS shall not be used for any purposes other than the access as set forth in this Exhibit or previously agreed to in writing.

#### **Section C: Enterprise GIS Ownership**

The County shall own all rights, title and interest in and to the Enterprise GIS and materials, including but not limited to, software, data or information developed or provided by County and



any methodologies, equipment, or processes used by the County to provide services to the Agency.

**Section D: GIS Data Connection & Availability**

The County will make every reasonable effort to limit outages and Enterprise GIS inaccessibility during the hosted GIS hours of availability as set forth in this Exhibit.

**Section E: GIS Data Access Interference**

The County will determine cause of Enterprise GIS interference and will utilize its best efforts to prevent any unanticipated Enterprise GIS interferences.

**Section F: GIS Security**

Agency will ensure that each Enterprise GIS user account is exclusively for that user and is kept confidential. The Agency shall comply with all governmental rules and regulations in the collection, handling and transfer of data stored within the Enterprise GIS.

**Section G: Description of GIS Data Storage**

**A. Baseline GIS Data Storage from the County will include:**

1. setup and configuration for access to the County's Enterprise GIS;
2. provide Enterprise GIS access 7 days a week, 24 hours per day, excluding scheduled maintenance;
3. provide a secure and dedicated access point for access to the Enterprise GIS via the County's wide area network;
4. create schema and user accounts necessary for access to the Enterprise GIS;
5. monitor GIS database and server environments, and perform routine maintenance services;
6. monitor and retain daily back-ups of database files, which will be performed after hours whenever possible; if data restoration is necessary, the time to restore data files from a back-up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the restorable back-up copy is on site or has to be retrieved. The County will use

reasonable efforts to restore data files; however, the County will not be liable if it is unable to do so; and

7. provide ISS Disaster Recovery Plan documentation. The County may invoke all or part of this Plan or any means necessary to protect data files upon successful confirmation of penetration to the Enterprise GIS; Agency accepts that County may elect to terminate access to hosting environment until such time as service can be restored in a secure manner;. In this event, County will notify Agency of measures taken to protect data files.

**B. Agency Responsibilities will include:**

1. GIS client software that will be used to access the County's Enterprise GIS;
2. maintain/update GIS client software to releases/versions that are supported by the latest County GIS Server software release;
3. provide network modifications as necessary to enable access to the County's Enterprise GIS;
4. provide users; and
5. provide end-user training to staff.

**Section H: Protocol for Reporting Problems Pertaining to GIS Data Storage**

All GIS issues should first be reported to the Agency's IT support staff. If the Agency's preliminary diagnosis of the reported problem indicates that it is related to a GIS data access issue, the IT technician should report the problem, including any error messages, to the County Customer Care Center at 561-355-HELP (4357). All GIS data access problems reported by the Agency will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Agency is within four (4) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

**Section I: GIS and Maintenance**

The County shall notify the Agency designee as to the time of any planned service, maintenance or repair work to the Enterprise GIS. County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Agency-owned buildings under the Agreement.

**Section J: Issue Escalation Contacts**

**Palm Beach County ISS**

Palm Beach County 24x7 ISS Help Desk: 561-355-HELP (4357)

Kelly Ratchinsky, Division Director of ISS  
561-355-4252 (office)  
[kratchin@pbcgov.org](mailto:kratchin@pbcgov.org)

Phil Davidson, Deputy Director of ISS  
561-355-3956 (office)  
[pdavidso@pbcgov.org](mailto:pdavidso@pbcgov.org)

Steve Bordelon, Director of ISS  
561-355-2394 (office)  
[sbordelon@pbcgov.org](mailto:sbordelon@pbcgov.org)

**Agency Information Services**

Name, Title:  
Phone (office):  
Office email:

Name, Title:  
Phone (office):  
Office email:

**Section K: Fees and Charges for GIS Services**

One of the goals of this Agreement is for County GIS Coordination to facilitate cost-sharing partnership initiatives among public agencies to acquire GIS mapping data and analysis products. Task Orders will be executed on a case-by-case basis and will outline the specifics of

the partnership. Additionally, Palm Beach County ISS and the partner public agency will have full access and use of the GIS data and analysis products.

**Section L: Additional GIS Services**

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Agency in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$100,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Agency is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Agency. The Agency agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$100,000, the Task Order shall be approved by the Board of County Commissioners.

**Section M: Billing and Payment**

The County shall submit quarterly invoices to the Agency which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with Florida law.

**Section N: Annual Review of Fees and Charges**

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days advance notice will be provided. Any such rate adjustments shall be in writing via an Amendment to be executed by all parties.

**Section O: Insurance**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Agency acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

The Agency agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

In the event the Agency maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the Agency shall agree to maintain said insurance policies at limits not less than \$500,000.

When requested, the Agency shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Agency of its liability and obligations under this Agreement.

# TASK ORDER

TASK ORDER # PUBLIC AGENCY

ACCOUNT # CONTRACT

COUNTY PROJECT MANAGER **Christine Benkly** PHONE **233-5305**

PROJECT NAME

LOCATION

TASK DESCRIPTION

DELIVERABLES +/- DUE DATE

TASK ORDER TYPE RETAINAGE

TOTAL AMOUNT

PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
Christine Benkly

CONSULTANT \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name/Title:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO  
TERMS AND CONDITIONS

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
ISS DEPARTMENT DIRECTOR

## Attachment 3

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2016 -

0411

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 3901 - INFORMATION TECHNOLOGY CAPITAL IMPROVEMENTS

BGRV 490 020516 \* 358  
BGEX 490 020516 \* 891

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/05/2016	REMAINING BALANCE
<b>Revenues</b>							
491-M010-6690 Other Contributions and Donations	0	294,718	119,500	0	414,218	0	
<b>TOTAL RECEIPTS &amp; BALANCES</b>	11,390,176	10,420,454	119,500	0	10,539,954		
<b>Expenditures</b>							
491-M010-3401 Other Contractual Services	421,011	551,462	119,500	0	670,962	16,734	654,228
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	11,390,176	10,420,454	119,500	0	10,539,954		

Office of Financial Management and Budget

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

Steve Bordelon, Director, ISS

*Steve Bordelon* 2/8/16  
*Sherry Brown* 2/16/16

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF

March 1, 2016

Deputy Clerk to the  
Board of County Commissioners

*2/16/16*



## Attachment 4

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# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
12201 Sunrise Valley Drive  
Reston, Virginia 20192

12 January 2016

Dear Ms. Benkly,

Congratulations, your proposal for *2016 Palm Beach County LIDAR Project* submitted in response to U.S. Geological Survey Broad Agency Announcement for 3D Elevation Program (3DEP), G15PS00558, has been recommended for funding, not to exceed \$228,000. As your submission proposes to apply all awarded funds against the USGS Geospatial Product and Service Contract (GPSC), no Cooperative Agreement will be issued. Rather, the USGS will issue a Task Order against the GPSC, as proposed. In order to proceed with issuance of the Task Order, the following steps will be taken:

1. A 3DEP and/or GPSC representative will contact you to begin the Task Order estimation process. During this process, the final funding amount from both your organization and USGS will be determined. The period of performance for the Task Order will also be finalized.
2. Upon completion of the estimation process, your organization will be required to enter into a Joint Funding Agreement (JFA), Inter-Agency Agreement (IA) or other similar agreement as required for each particular type of organization. The full amount of funding must be committed to USGS prior to issuance of the GPSC Task Order. Failure to commit the full amount of funding by the date listed in the JFA will result in the cancellation of the project. Note: The agreement and execution of the Task Order will be based on the contents of the referenced proposal.

This notification is not a letter of commitment. The U.S. Geological Survey is not liable for any costs incurred prior to the signing of an agreement by a Contracting Officer (CO). A CO will hold discussions with your institution before your award start date.

USGS requires acceptance of this letter and the conditions contained herein to proceed. If acceptable, please sign on the line below and return to the Contracting Officer ASAP (as your proposal is requesting a spring 2016 acquisition, **immediate** response is required to support this request) and no later than close of business 01/29/16.

If you require additional information the CO (Ms. Vickie Floyd) can be reached at 703-648-7341 or by e-mail at [gs\\_baa@usgs.gov](mailto:gs_baa@usgs.gov).

ACCEPTANCE BY AUTHORIZED REPRESENTATIVE OF Palm Beach County Board of County Commissioners

STEVE BORDELON

Printed Name

1-21-2016

Date

Steve Borde Lon  
Signature

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
Paul F. J.  
COUNTY ATTORNEY

## Attachment 5

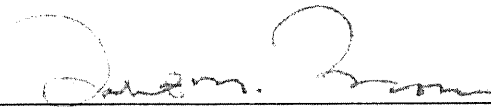
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US Geological Survey  
 Broad Agency Announcement for 3D Elevation Program (3DEP)  
 G15PS00558  
 Validation of Proposed Funding Partners

Required for Full Proposal

<b>Applicant Information</b>	First Name: Christine	Last Name: Benkly
	Organization: Palm Beach County	
	Project Title: 2016 Palm Beach County LiDAR Project	

<b>Proposed Funding Partner Information</b>	First Name: Robert	Last Name: Brown
	Organization: Lake Worth Drainage District	
	This form acknowledges that our organization is a full and willing partner in the project referenced above. If accepted for award, our agency has proposed a good faith contribution of \$ <u>25,000</u> towards said project.	
	As stated in the proposal this contribution is:	<input checked="" type="checkbox"/> Guaranteed <input type="checkbox"/> Pending, with a final funding decision expected on _____ <small>(Use: MMM YYYY)</small>

Signature of Funding Partner 

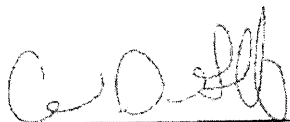
Date 9/16/15

US Geological Survey  
 Broad Agency Announcement for 3D Elevation Program (3DEP)  
 G15PS00558  
 Validation of Proposed Funding Partners

Required for Full Proposal

<b>Applicant Information</b>	First Name: Christine	Last Name: Benkly
	Organization: Palm Beach County	
	Project Title: 2016 Palm Beach County LiDAR Project	

<b>Proposed Funding Partner Information</b>	First Name: Colin	Last Name: Groff
	Organization: City of Boynton Beach	
	This form acknowledges that our organization is a full and willing partner in the project referenced above. If accepted for award, our agency has proposed a good faith contribution of \$ <u>9,500</u> towards said project.	
	As stated in the proposal this contribution is:	<input checked="" type="checkbox"/> Guaranteed <input type="checkbox"/> Pending, with a final funding decision expected on _____ <small>(Use: MMM.YYYY)</small>

Signature of Funding Partner 

Date 9/15/15