
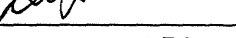


Department: Information Systems Services
Submitted by: Information Systems Services
Submitted for: Information Systems Services

1. Interlocal Agreement for GIS with the Property Appraiser (3 originals)
2. Interlocal Agreement Governing Mapping Services with the Property Appraiser (3 originals)
3. Mutual Confidentiality and Nondisclosure Agreement with the Property Appraiser (3 originals)
4. Copy of Interlocal Agreement R2010-1727, dated October 19, 2010

Recommended by:  8/31/2020
Department Director Date

Approved by:  9/4/2020
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	\$0	\$0	\$0	\$0	\$0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
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 X No

Does this item include the use of federal funds? Yes No X

Revenue Budget Number: Fund 3901 Dept 491 Unit RevSrc 6690

B. Recommended Sources of Funds / Summary of Fiscal Impact

The exact fiscal impact is dependent upon contract costs.

Estimated revenue from the Property Appraiser is included in capital project proposal for FY2021.

C. Department Fiscal Review: ayll 8/18/20

III. REVIEW COMMENTS

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

Delegra Kew 8/21/2020 J. J. Jansant 9/3/2020
OFMB AP 8/21 Contract Administration
9-3-20 TW

B. Legal Sufficiency:

Sean Adel Williams
Assistant County Attorney

C. Other Department Review:

Department Director

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

**PALM BEACH COUNTYWIDE GEOGRAPHIC INFORMATION SYSTEM
INTERLOCAL AGREEMENT FOR GIS**

MADE and entered into this ____ day of _____ 2020 to be effective as of the ____ Day of _____ 2020.

BY AND AMONG

PALM BEACH COUNTY, a political subdivision of the State of Florida, with the address of 301 North Olive Ave., West Palm Beach, FL, 33401 (herein "County");

AND

The Honorable Dorothy Jacks, CFA, in her capacity as the independently elected Palm Beach County Property Appraiser, with an address of 301 North Olive Ave., West Palm Beach, FL 33401 (herein "Property Appraiser")

WITNESSETH

THAT WHEREAS, Section 163.01, Florida Statutes, permit local governments to enter into cooperative Agreement; and

WHEREAS, the parties hereto agree that entering into this Agreement for the purposes herein stated will be for their mutual advantages;

NOW THEREFORE, for and in consideration of the mutual promises, terms and conditions set forth in this Agreement, and intending to be legally bound hereby, the parties hereto do hereby covenant and agree as follow:

1. PURPOSE.

The parties executing this Agreement desire to share the benefits of exchanging information. The uses of the information include, but are not limited to the following:

- A common and uniform base map including: geodetic, cadastral, orthophotography and planimetric components, oblique photography and LiDAR
- Property appraisal and land records management
- Automated mapping in facilities management
- Development and growth management
- Building, zoning, subdivision and other code enforcement and automated permit tracking
- Planning and analysis applications

- Infrastructure management

The purpose of this Agreement is to provide a mechanism to share information on an ongoing basis for the mutual benefit of both Parties.

The Property Appraiser and the County agree that Florida Statute 119, Public Records, controls the Public Access Policy.

This Agreement shall provide the means and conditions by which the parties intend to equitably share the benefits of using property data, geographical related information, maps and processes. This Agreement shall be binding to the fullest extent allowed by Florida law.

The parties agree to abide by the exchange requirements and standards to be set forth in the Operating Standards and Procedures. ("GIS in Palm Beach County")

2. **DEFINITIONS.**

A. The following definitions shall apply to this Agreement:

- 1) "*GIS*" means the Countywide Geographic Information System.
- 2) "*GIS Coordinator\Coordination*" means the person/entity housed in the Information System Services Department and responsible for the coordination and facilitation in the development of the Countywide GIS.
- 3) "*Charter Members*" are original entities involved in the development of this Agreement and have veto power on membership review.
- 4) "*GIS Policy Advisory Committee*" works closely with Countywide GIS Coordination in developing, implementing and monitoring the GIS. Membership includes a designee of the County Administrator, selected County department heads, a representative from the Property Appraiser's Office and the GIS Coordinator.

3. **TERM.**

The term of this Agreement remains in effect until superseded or ended by Charter Member.

4. **GIS PARTICIPANTS.**

A. Charter Members

Charter Members of this Agreement are:

- 1) Palm Beach County, a political subdivision of the State of Florida; and
- 2) The independently elected Palm Beach County Property Appraiser.

B. Public Access

Public access to the information contained within the GIS shall be in accordance with Florida Statute, 119 and subject to the attached Confidentiality Agreement.

5. SHARING, OWNERSHIP, AND COSTS.

A. Sharing and ownership

- 1) Each agency shall find the acquisition, installation, operation, and maintenance of hardware, software, staff, materials, and training required for its participation in the sharing of information required solely for its use. Said hardware, software, and materials shall be the property and responsibility of the agency.
- 2) Each agency shall be responsible for modifications or alterations required at its location for sharing and utilization of information. The County shall be responsible for modifications, alterations, and office equipment required at GIS Coordination to accommodate digital maps, information, software, materials, and technical support.
- 3) Each agency shall provide and maintain in their GIS the information specified in this Agreement, as its responsibility. Said information shall be maintained in the manner (including format, accuracy, symbology, and timeliness) specified by the Operating Standards, Architecture and Procedures. In some cases, this will require modification to current practices. Such information shall be accessible to each party, subject to access and security procedures, license agreements, and Federal, State, and local law. Ownership of information elements, hardware, and/or software shall remain with the agency providing the information element, hardware, and/or software, and the rights and responsibilities regarding same shall remain with the agency.
- 4) The recommended GIS architecture accommodates the implementation of distributed processing. Each agency shall have the right to install software to perform processing on its own equipment, as it deems desirable, provided it continues to meet GIS processing responsibilities as specified in the Operating Standards, Architecture and Procedures.

B. Costs

1) Hardware, software, and materials located in Countywide GIS Coordination and utilized by the Parties for the purpose of providing public access to the information shall be initially funded, purchased, owned, and installed by GIS Coordination. 2) Contractual services for information collected and conversion, application development, and related database encoding costs shall be assigned on a basis, which appropriately accounts for the scale, complexity, attributes, geography, jurisdiction, and the benefit of the application to be developed and/or material to be encoded. Said basis shall be determined by each Party and reduced to writing as in administrative amendment to this Agreement is provided in Article 10, prior to commitment of development and/or conversion. Said basis shall include a delineation of scope, elements, and the area to be covered and the ratio, per unit, fixed fee or other basis agreed to, identified by the party. Unique application development shall be funded entirely by the benefiting Party according to any agreement that may be independently negotiated.

3) Cost associated with the collection and conversion of participation information that are to be under the jurisdiction of the GIS Coordination shall be borne in a proportionate amount by each agency. The exact percentages assigned to each agency for each collection or conversion project shall be determined on a project-by-project basis.

4) Joint cost shall be initially borne as agreed to by each Party.

6. OPERATIONS.

A. Standards

Standards shall be developed as part of the Operating Standards, Architecture and Procedures to ("GIS in Palm Beach County")

- Satisfy statutory requirements
- Ensure compatibility of information
- Improve productivity in applicants' development
- Simplify procedures for End users
- Create greater efficiency and information sharing

Specific standards issues that shall be addressed include, but are not limited to the following:

- GEO-referencing conventions (e.g., street names and addresses)
- Information quality control objectives and methods
- Information sources and lineages
- Positional accuracy/precision of map content and resources
- Attribute accuracy
- Information category conventions
- Intra-database consistency
- Information completeness and update cycles
- Temporal effects on lineages, positional accuracy, attribute accuracy, consistency, and completeness.

Standards shall also address common map component requirements, input scales, legends, symbols and annotation, cartographic generalization, and data base editing and quality control.

B. GIS Confidentiality Agreement

Each agency shall enter into the attached GIS Confidentiality Agreement which documents information ownership in custodial possibilities; identifies information which qualify as public records under Chapter 119, Florida Statutes, and other applicable laws; explains charges which may be assessed in conjunction with information distributed or the provision of public access to the information in accordance with Chapter 119, Florida Statutes, and other applicable laws; and defines the methods and mechanisms that will be used to distribute information and allocate revenues generated through public records charges to the appropriate owners or custodians of the information. ("Mutual Confidentiality And Nondisclosure Agreement")

The GIS Coordinator shall coordinate the preparation and maintenance of said Agreement. Upon review of the GIS Policy Advisory Committee, the GIS Coordinator shall present the recommended Agreement to the GIS Policy Advisory Committee. The GIS Policy Advisory Committee shall submit the Agreement and future modifications thereto, to the governing bodies of the agencies for adoption.

C. Short-term Issues and Problems

Short- term issues and problems shall be resolved by a joint effort by the GIS Coordinator and each agency within the established operating procedures.

7. TERMINATION AND WITHDRAWAL.

Either agency may terminate this Agreement as follows:

A. Termination

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

B. Emergency Suspension

1) Each agency has the same rights as described in items 2, 3 and 4 below.

2) The GIS Coordinator shall declare an emergency suspension to temporarily, but immediately, suspend or reduce access to any information, for just cause. Reasons for emergency suspension include, without limitation, equipment failure; unauthorized GIS information access; high potential for sabotage; failure to adopt and enforce the Operating Standards and Procedures; and adoption of policies or engagement in activities which otherwise adversely affect the operation, security, or maintenance of the GIS information.

3) The GIS Coordinator shall notify the GIS Policy Advisory Committee and affected parties 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 corrective of actions may be taking to safely allow restoration of GIS access. If the GIS Coordinator is confident that actions have adequately corrected the situation, access to information, shall be restored.

4) The GIS Policy Advisory Committee shall review the GIS Coordinator's actions and determine whether necessary corrective action has been taken. The suspension to information shall be restored as soon as reasonably possible following the GIS Policy Advisory Committee determination that sufficient corrective of action has been taken, if not already restored by the GIS Coordinator. If the GIS Policy Advisory Committee has investigated an emergency suspension and determined that corrective action is still necessary, the suspension will remain in effect.

8. NON-WAIVER.

1) Nothing herein shall be construed as waiving any protection or immunities provided by common law or Florida law to any agency or to any officers or employees of the agency.

2) The failure to enforce any portion or section of this Agreement shall not be construed to constitute a waiver of said portion or section, or any portion or section of this Agreement, at that time, or at any time in the future.

9. NOTICES.

Any notices required or permitted under this Agreement shall be in writing and delivered to each party at their respective normal business addresses.

10. AMENDMENT.

Any agency may initiate amendments of this Agreement. Amendments shall become valid upon written execution by each party. Each party shall execute all amendments of this Agreement in writing, with the same formality as the adoption of this Agreement.

11. SUPERSEDEDENCE.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

12. COMPLIANCE WITH ALL LAWS.

Each agency agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then such term or provisions shall be deemed stricken, and the remaining portions of this Agreement shall remain in full force and effect.

13. FILING OF AGREEMENT.

Pursuant to Florida Statute 163.01(11) and prior to effectiveness, this Agreement and subsequent amendments hereto shall be filed with the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the COUNTY and PROPERTY APPRAISER have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

(SEAL)

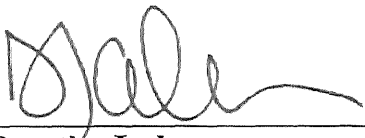
APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

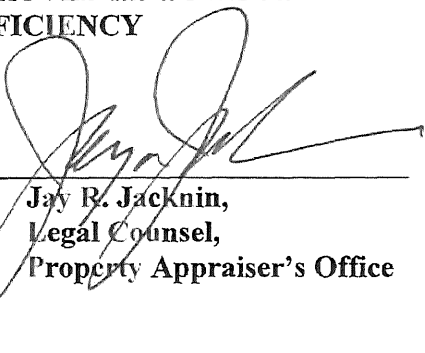
By: _____
Archie Satchell, CIO, ISS

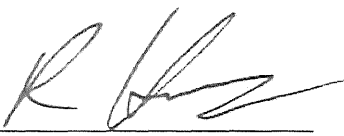
Palm Beach County
Property Appraiser

By: _____
Dorothy Jacks,
Property Appraiser

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Jay R. Jacknin,
Legal Counsel,
Property Appraiser's Office

By: _____
Richard Hernandez,
Manager - Technology Services
Property Appraiser's Office

**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 Dorothy Jacks, 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(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 local localities on the 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 needs and development of local communities.

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

WHEREAS, the PROPERTY APPRAISER seeks to use and rely upon the COUNTY's Aerial Imagery, GIS, 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 Aerial Imagery, GIS and Mapping Services. The PROPERTY APPRAISER Project Manager will participate in the vendor selection processes and review technical specifications. The COUNTY will be responsible for maintaining the Aerial Base Map 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 here under by the COUNTY.

2. PAYMENT.

The COUNTY will manage the contract and payment to the vendors. The COUNTY and the PROPERTY APPRAISER will equally share the resource cost. If contributions from other agencies are collected, those contributions will be subtracted from the total balance prior to establishing the shared cost.

The PROPERTY APPRAISER shall have access to review the terms of the contract prior to execution.

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 to the PROPERTY APPRAISER by the COUNTY 60 days in advance of invoice. If the letter of confirmation is not approved by the PROPERTY APPRAISER in writing within 60 days, the PROPERTY APPRAISER will have no further obligation for the fiscal year under this Agreement. If approved, the PROPERTY APPRAISER agrees to pay the invoice amount within 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 the inspection or audit.

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 LOCAL GOVERNMENT, 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.

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; provide, 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 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:

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 offices.

9. FILING.

Upon execution of this Agreement, and any subsequent amendment thereto, a copy of same shall be filed with the Clerk of the 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, or negligence of the other party. Further, either party, pursuant to Section 768.28, Florida Statutes, herein shall construe nothing as a waiver of sovereign immunity.

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 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 heading 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 in the same shall remain in 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 of the Parties executes this Agreement.

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IN WITNESS WHEREOF, the COUNTY and PROPERTY APPRAISER have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

(SEAL)

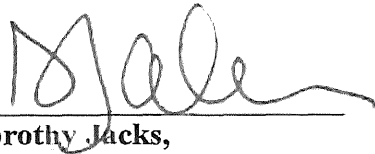
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By: _____
County Attorney

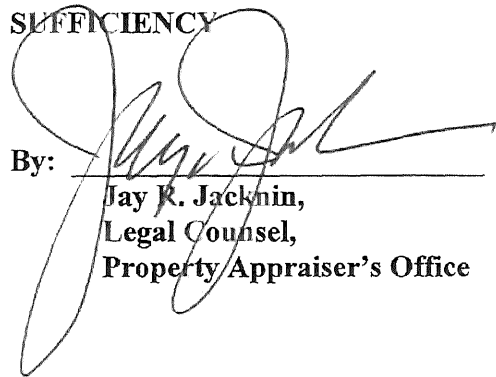
By:  _____
Archie Satchell, CIO, ISS

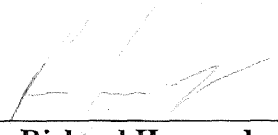
Palm Beach County
Property Appraiser

By:  _____
Dorothy Jacks,
Property Appraiser

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Jay R. Jacknin,
Legal Counsel,
Property Appraiser's Office

By:  _____
Richard Hernandez,
Manager - Technology Services
Property Appraiser's Office

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement (this "Agreement") is made and entered into this ____ day of _____, 2020, by and between PALM BEACH COUNTY, FLORIDA ("County"), and PALM BEACH COUNTY PROPERTY APPRAISER'S OFFICE ("Property Appraiser"). As used in this Agreement, "Disclosing Party" shall mean the party that disclose Confidential Information (as defined in Section 3) to the other party and "Receiving Party" shall mean the party that receives Confidential Information of the other party.

WITNESSETH:

WHEREAS, the County and the Property Appraiser agree to exchange and share with the other party certain Geographic Information Systems ("GIS") data, as more particularly described in the Interlocal Agreement and, in connection therewith, the County and Property Appraiser will be receiving, reviewing, and analyzing certain information which is confidential, proprietary, or otherwise not generally available to the public with respect to each party's information technology and GIS databases and other matters (the "Data");

NOW THEREFORE, for and in consideration of the mutual exchange of confidential information to each other and in further consideration of the premises and the agreements contained herein, the sufficiency of each is hereby acknowledged and confessed, the parties do hereby agree as follows:

1. Nondisclosure of Confidential Information. The Property Appraiser and the County agree that the Public Access Policy is controlled by Florida Statute, 119, Public Records. The County is only allowed to provide confidential information, specifically, home addresses, maps showing physical location of homes and Property Control Numbers pursuant to section 119.071(4), Florida Statute, to Palm Beach County Fire and Rescue, Public Safety for E911 use and to the Palm Beach County Sheriff's Office for their specific business or official purposes only.

The Confidential Information will be kept strictly confidential by Receiving Party. The Receiving Party will be responsible for any breach of this Agreement by any of its directors, staff, officers, and employees. Receiving Party shall not disclose Confidential

Information to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure. For purposes hereof, "person" will be interpreted broadly to include any corporation, company, partnership, individual or governmental authority.

2. Notice Proceeding Compelled Disclosure. If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the request shall be the responsibility of the custodial agency to produce, if appropriate.

3. Definition of "Confidential Information". "Confidential Information" means all information that is furnished to Receiving Party or its Representatives by Disclosing Party which concerns the Data. Any information furnished to Receiving Party or its Representatives by a director, staff, officer, employee, agent, or representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information or Receiving Party and was not bound by a confidentiality agreement with Disclosing Party.

4. Return of Information. The Confidential Information will remain the property of the Disclosing Party. The written Confidential Information, and any copies there, will be returned to Disclosing Party immediately upon its request, and no copies will be retained by Receiving Party or its Representatives, unless the parties agree otherwise. Any Confidential Information that may be found in drafts, notes, compilations, studies synopses, or summaries thereof, or other documents prepared by or for Receiving Party or its Representatives, oral and written Confidential Information not so requested to be returned, will be held by Receiving Party and kept subject to the terms of this Agreement.

5. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

6. Remedies. Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Receiving Party or its Representatives and Disclosing Party will be entitled to specific performance and injunction relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedy for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available at law or in equity or Disclosing Party.

7. Duration. 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; provide, however, such termination shall not affect any open task orders unless agreed to by the non-terminating party.

8. No Representations or Warranties. The disclosing party makes no representation or warranties, express or implied, as to the accuracy or completeness of the confidential information furnished pursuant to this agreement. Neither party shall have any obligation to the other party to provide updates to any confidential information disclosed. Neither party shall have any liability to the other concerning the content of the confidential information. Furthermore, neither party shall have any liability to the party resulting from the use of any confidential information disclosed.

9. Miscellaneous. This Agreement insures the benefit of the parties hereto and their successors and assigns and is binding on each other and each other's successors and assigns. This Agreement constitutes the entire agreement between Palm Beach County, Florida and Property Appraiser with the respect to the subject matter hereof. The heading of the Sections of this Agreement are inserted for convenience only and do not constitute apart hereof or affects in any way the meaning or interpretation of this Agreement. Any legal action, suit, or proceeding with respect to this Agreement shall be brought exclusively in a state court within Palm Beach County, Florida. Each party hereby consent to personal jurisdiction in any legal action, suit, or proceeding brought in Palm Beach

County Florida having subject matter jurisdiction arising under this Agreement, and, with respect to such claim, each party irrevocably waives, to the fullest extent permitted by law, any claim or objection that such party may now or hereafter have, that venue is not proper with respect to any such legal action, suit or proceeding brought in such a court of Palm Beach County, Florida including any claim that such legal action, suit or proceeding brought in such court has been brought in an inconvenient forum and any claim that the party is not subject to personal jurisdiction or service of process in such Palm Beach County forum. This agreement will be governed by and construed in accordance with the law of the State of Florida applicable to agreements made and to be performed within such state without regard to the conflict of laws principles thereof.

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IN WITNESS WHEREOF, the COUNTY and PROPERTY APPRAISER have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

(SEAL)

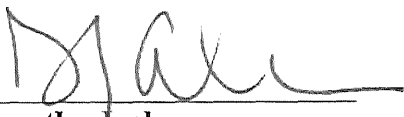
APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

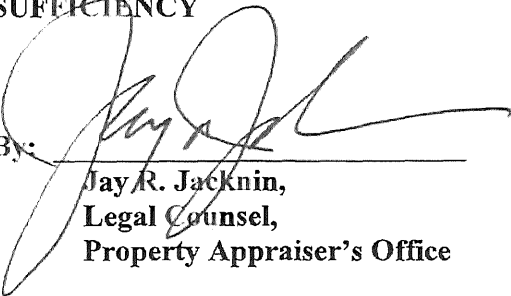
By: _____
Archie Satchell, CIO, ISS

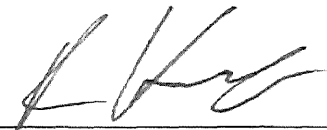
Palm Beach County
Property Appraiser

By: _____
Dorothy Jacks,
Property Appraiser

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Jay R. Jacknin,
Legal Counsel,
Property Appraiser's Office

By: _____
Richard Hernandez,
Manager - Technology Services
Property Appraiser's Office

R 2010 17 27 OCT 1 9 2010
**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 one 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.

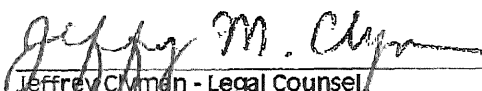
PALM BEACH COUNTY
PROPERTY APPRAISER



Gary R. Nikolits, Property Appraiser

Date


Approved as to Form and Legal Sufficiency:


Jeffrey M. Clyman - Legal Counsel,
Property Appraiser's Office

Approved as to Terms and Conditions:

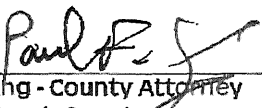

Roger Harris - Director, Technology Services
Property Appraiser's Office

R2010 17 27
OCT 19 2010
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COMMISSIONERS


Burt Aaronson, Chair

Date

Approved as to Form and Legal Sufficiency:


Paul King - County Attorney
Palm Beach County

Approved as to Terms and Conditions


Steve Bordelon - Director of ISS

Receipt Attested:


Sharon R. Bock, Clerk and Comptroller
Deputy Clerk

