

**ORGANIZATIONAL AGREEMENT
SUPPLEMENTING THAT CERTAIN INTERLOCAL AGREEMENT FOR
HERNANDO COUNTY CENTRAL GEOGRAPHIC INFORMATION SYSTEM (GIS)**

THIS AGREEMENT is entered into as of the date signed by the last party hereto by and between the Hernando County Property Appraiser, a Florida constitutional officer (the "Appraiser"), Hernando County, a subdivision of the State of Florida, through its Board of County Commissioners (the "County");

WHEREAS, the Appraiser and the County previously entered into a document entitled '*Interlocal Agreement for the Hernando County Central Geographic Information System (GIS)*' dated December 6, 2005 (the "Interlocal Agreement"); and,

WHEREAS, the Appraiser's Office, as the lead entity or agency which operates and manages the Hernando County Central GIS ("HCCGIS"), can and is willing to establish a Planning Business Unit within the HCCGIS to serve as the lead entity for purposes of creating and/or maintaining all the Hernando County Planning Department's ("Planning Department") work related GIS products and, by doing so, it is anticipated to result in a monetary savings and improved efficiency to the County; and,

WHEREAS, this Agreement is intended to supplement the existing Interlocal Agreement; and,

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Chapters 125, 163, 164 and 166, *Florida Statutes*.

NOW THEREFORE, the Appraiser and the County mutually agree as follows:

1. Recitals. The above recitals are incorporated herein and made a part hereof.
2. Purpose and Scope. The purpose of this Agreement is to provide for the GIS needs of the Hernando County Planning Department within the Hernando County Property Appraiser's office. The Property Appraiser shall create the Planning GIS Business unit for the purpose of completing all Planning GIS work related products. The Appraiser's Office will serve as the lead GIS entity or agency and ensure the Planning GIS Business Unit develops operating procedures for the maintenance and processing of Planning Department GIS functions and needs.
3. Definitions.

The following definitions shall apply to this Agreement:

- A. "Planning GIS Business Unit" shall mean the technical grouping that is under the administrative direction and control of the Appraiser that

processes any and all GIS related work products for the Planning Department.

- B. "Property Appraiser CMS System" shall mean a central mapping system that is designed to provide for geographic information viewing and analysis.

4. Responsibilities of the Parties.

A. The County agrees to:

1. Budget for Planning GIS Business Unit commencing in the October 1, 2009 fiscal year, and annually thereafter for the term of this Agreement. The budget includes all tasks and activities required of the Planning GIS Business Unit to meet the GIS needs of the Planning Department. The Planning Director and the Director of GIS shall meet annually to discuss the service needs of the Planning GIS Business Unit for the next fiscal year; which will determine the level of funding provided.
2. The County shall provide the level of funding in its annual budget as requested by the Property Appraiser's office to support the Planning GIS Business Unit.
3. Payments shall be made payable to the "Hernando County Property Appraiser" upon receipt of annual billing.
4. Submit a request for GIS support using the most recent GIS Service Request form database. All requests for support shall be completed within a three (3) day timeframe as indicated on the GIS Service Request. In no case shall requests for support take longer than 30 days, unless an alternate time frame is agreed to by the Planning Director and the Director of GIS.
5. Have the Planning GIS Business Unit complete all GIS service requests, including but not limited to producing, maintaining and editing GIS layers, analysis, and map creation for the Planning Department.
6. Phase out the remaining Planning Department ArcView standalone licenses once it is mutually agreed that the Appraiser's CMS product or GIS solutions provide for the geographic information viewing and analysis needs of the Planning Department. The need for ArcView standalone licenses will be reviewed by the Planning Director and the Director of GIS on an annual basis.

7. Coordinate all Planning Department related GIS product requests from outside vendors, engineers, consultants or any other entity through the Planning GIS Business Unit. All such service requests shall be approved by the Planning Director.
8. Submit all existing map projects or PDF map projects hosted on websites or local drives to the Planning GIS Business Unit to determine whether these map projects or PDF's should be maintained or updated. All projects maintained will meet the GIS standards of the Appraiser. Any map projects removed from the web sites or drives shall be backed-up in an archive for recordkeeping and resource purposes.
9. The Planning Director and the Director of GIS will mutually agree on the transfer of Planning Department GIS related hardware to the Appraiser necessary to effectuate this Agreement.

B. The Appraiser, by and through HCCGIS, agrees to:

1. The Director of GIS and the Planning Director shall meet annually to review current expenditures and discuss the service and funding needs of the Planning GIS Business Unit for the next fiscal year.
2. Determine an annual budget for the Planning GIS Business Unit based on service needs. The budget will be submitted to the County by June 1 of each year.
3. The Property Appraiser's Office will bill the County annually the agreed upon funding for the Planning GIS Business Unit each fiscal year. Upon the performance of the services and the end of the fiscal year, any excess funds from the Planning GIS Business Unit shall be returned to the County.
4. Provide the Planning Department access to the GIS Service Request form database in order to process and respond to all GIS service needs and provide a means of project tracking.
5. Process using the Planning GIS Business Unit any and all GIS service requests from the Planning Department. The Planning GIS Business Unit will coordinate with the Planning Director or designee to determine department needs.
6. The Director of GIS will coordinate with the Planning Director annually to evaluate the status of any remaining ArcView standalone licenses. The licenses will be removed as it is mutually

agreed that business solutions are developed using the CMS System which allow for the elimination of current licenses. The CMS System will be enhanced as necessary to provide for the specific needs of the Planning Department, and to allow for the phasing out of the remaining ArcView standalone licenses. The Planning Department will not be charged a fee for use of the Appraiser's CMS System.

7. The Planning GIS Business Unit shall coordinate all outside GIS product requests for information associated with the Planning Department. All such service requests shall be approved by the Planning Director prior to commencing work.
 8. The Planning GIS Business Unit shall review all existing map projects or PDF map projects hosted on the Planning website or local drives and determine the status, and need for all existing projects. Once the review or update is completed the Planning Director will make the final determination on which projects will be maintained. All mapping projects maintained will meet the GIS standards of the Appraiser and any maps removed from planning website or drives no longer used shall be stored in a history folder. The Planning GIS Business Unit shall develop operating procedures to coordinate, and define, tasks and activities required of the Planning GIS Business Unit to meet the GIS needs of the Planning Department. A copy of the operating procedures will be provided to the Planning Director for review.
- C. In the event that one or more employees of the Planning GIS Business Unit separate from employment, it is understood that a delay may occur in the provision of service pursuant to the terms of this Agreement. In the event of such an occurrence, the Director of GIS shall hire a replacement.
- D. Any employees that will become a part of the Planning GIS Business Unit shall separate their employment with the County leaving in good standing receiving all payout due them and become deputies of the Property Appraiser's Office.

5. Effective Date and Term. This Agreement shall become effective on October 1, 2009 (the "Effective Date"). This Agreement shall run for one (1) year from the Effective Date (the "Anniversary Date") and, thereafter, shall automatically renew for one year periods unless cancelled by either party as provided for below, modified by mutual agreement of the parties, or terminated by operation of law.

6. Cancellation. This Agreement may be cancelled by either party giving all other parties its written notice of intent to cancel no less than 180 days preceding any Anniversary Date providing that it is within the current fiscal year.

7. Amendments. This Agreement may only be amended by a document or other instrument duly signed by all parties hereto.

8. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

9. Severability. If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.

10. Conflict. If there is any conflict between this Agreement and the Interlocal Agreement as limited to the Appraiser and the County, this Agreement shall supersede and control.

11. Dispute. In the event of any dispute, claim, action or appeal, the parties agree to work amicable among themselves to resolve same; each party hereto shall be responsible for their own costs and fees in connection therewith. This Agreement shall be governed by Florida law.

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IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the parties below.

ATTEST:

Siara L. Burr

HERNANDO COUNTY PROPERTY APPRAISER

By: *Alvin R. Mazourek*
Alvin R. Mazourek, Property Appraiser

Date: 10-20-09

HERNANDO COUNTY

By: *David Russell*
David Russell, Chairman
Board of County Commissioners

Date: September 22, 2009



Karen Nicolai
Karen Nicolai
Clerk

Date: 10-16-09

Approved as to Form and
Legal Sufficiency

[Signature] 9/16/09
County Attorney or Assistant *GA*
Date: _____