

**ORGANIZATIONAL AGREEMENT  
SUPPLEMENTING THAT CERTAIN INTERLOCAL AGREEMENT FOR  
HERNANDO COUNTY INFORMATIONAL TECHNOLOGY COUNTY LION  
DATABASES**

**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"), and 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 Information Technology (I.T.) LION Databases*' dated June 28, 2016 (the "Interlocal Agreement"); and,

**WHEREAS**, the Appraiser's Office, as the lead entity or agency which operates and manages the Hernando County LION Databases, can and is willing to establish an Information Technology (I.T.) Services Business Unit within the LION shared services to serve as the lead entity for purposes of programming code, developing and/or maintaining BLDSYS, Building Divisions I.T. Services ("Building Division I.T. Services") work related BLDSYS LION 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 Information Technology (I.T.) needs of the Building Division LION program within the Hernando County Property Appraiser's office. The Property Appraiser shall create the Building Division I.T. services Business Unit for the purpose of developing and programming the Building Divisions BLDSYS program. The I.T. programming support will be scheduled based on the Building Divisions needs and reasonable timelines.

3. Definitions.

The following definitions shall apply to this Agreement:

A. "Building Division I.T. Services Business Unit" shall mean the programmer that is under the administrative direction and control of the

Appraiser that is writing code, developing and/or maintaining BLDSYS for the Building Division.

- B. "I.T. Programming" shall mean the computer programming required to develop, repair defects and enhance the Building Divisions BLDSYS LION program to C#.net platform.

4. Responsibilities of the Parties.

A. The County agrees to:

1. Budget for Building Division I.T. Services Business Unit commencing in the October 1, 2020 fiscal year, and annually thereafter for the term of this Agreement. The budget will include all personnel and other costs for tasks and activities required of the Building Division I.T. Services Business Unit to meet the I.T. programming needs of the Building Division. The Building Division Building Official and the Chief Deputy of Administration and Technology shall meet annually to discuss the shared service needs of the Building Division I.T. Services Business Unit for the next fiscal year that will determine the level of funding provided.
2. The County Building Division shall provide the level of funding in its annual budget, as agreed upon, to the Property Appraiser's office to support the Building Division I.T. Services Business Unit.
3. Payments shall be made payable to the "Hernando County Property Appraiser" upon receipt of annual billing.
4. The Building Division Building Official shall provide funding for Building Division I.T. Services Business Unit equipment, licenses, and position advertising.
5. Meet with representatives of the Appraiser to determine acceptable performance benchmarks/milestones related to BLDSYS rewrite to a C#.net platform or other platform as determined by the Appraiser.

B. The Appraiser agrees to:

1. The Chief Deputy of Administration and Technology and the Building Official shall meet annually to review current expenditures and discuss the shared service and funding needs of the Building Division I.T. Services Business Unit for the next

fiscal year.

2. Determine an annual budget for the Building Division I.T. Services Business Unit based on service needs. The budget will be submitted to the County Building Division by June 1 of each year.
3. The Property Appraiser's Office will bill the County Building Division annually the agreed upon funding for the Building Division I.T. Services Business Unit each fiscal year. At the end of each fiscal year, all excess funds from the agreed upon funding will be refunded back to the Building Division.
4. Provide an estimate to the Building Official of the initial costs for Business Unit equipment, licenses, and position advertising. The Chief Deputy of Administration and Technology will conduct the entire hiring process.
5. Meet with Building Division to determine acceptable performance benchmarks/milestones related to rewrite of BLDSYS to a C#.net platform or other platform as determined by the Appraiser.

C. In the event the employee of the Building Division I.T. Services Business Unit separates 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 Chief Deputy of Administration and Technology shall hire a replacement.

5. Effective Date and Term. This Agreement shall become effective, *nunc pro tunc*, on October 1, 2020 ("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 party its written notice of its intent to cancel no less than 90 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 amicably 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.

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

ATTEST:

**HERNANDO COUNTY PROPERTY  
APPRAISER**

H. Holmes

By: John C. Emerson

John C. Emerson, Property Appraiser

Date: 7-16-2020

ATTEST:

**HERNANDO COUNTY**

for Hindi Kuyper, D.C.  
Doug Chorvat Jr.  
Clerk

Date: 7/28/2020

By: John Mitten

John Mitten, Chairman  
Board of County Commissioners

Date: 7-28-2020



Approved as to Form and  
Legal Sufficiency

Mike J. Baker  
County Attorney or Assistant