

**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 create and/or maintain all the Hernando County Transportation Services Department’s (“Transportation Services 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 Transportation Services Department within the Hernando County Property Appraiser’s office. The Property Appraiser shall create and/or maintain all the Transportation Services Department work related GIS products. The Appraiser’s Office will serve as the lead GIS entity or agency and ensure the Transportation Services Department GIS operating procedures are developed and maintained for processing all of the Transportation Services Department GIS functions and needs.

3. Definitions.

The following definitions shall apply to this Agreement:

- A. “Central GIS Interactive Maps” shall mean a central mapping system that is designed to provide for geographic information viewing and analysis.

- B. “Central GIS” shall mean the lead entity or agency which operates and manages the Hernando County Central GIS (“HCCGIS”), a program which the Hernando County Property Appraiser is the lead agency.

4. Responsibilities of the Parties.

A. The Transportation Services Department agrees to:

1. Budget for HCCGIS Support commencing in the October 1, 2011 fiscal year, and annually thereafter for the term of this Agreement. The budget includes GIS support for existing layers required by the Transportation Services Department. The Transportation Director and the Director of GIS shall meet annually to discuss the service needs for the next fiscal year which will determine the level of funding provided.
2. The Transportation Services Department shall provide the level of funding in its annual budget as requested by the Appraiser to support the HCCGIS.
3. Payments shall be made payable to the “Hernando County Property Appraiser” upon receipt of annual billing.
4. Submit all existing map projects or PDF map projects hosted on websites or local drives to the HCCGIS to determine whether these map projects or PDF’s should be maintained or updated. All projects maintained will meet the GIS standards of Central GIS. Any map projects removed from the web sites or drives shall be backed-up in an archive for recordkeeping and resource purposes.
5. Provide Transportation specific guidance to HCCGIS for development of Central GIS Interactive Maps.

B. The Appraiser agrees to:

1. The HCCGIS shall provide the Transportation Services Department GIS support of the existing Transportation Services Department layers. The HCCGIS shall provide the services in a timely manner and will make every effort to ensure statutory deadlines and requirements are met.
2. The HCCGIS will maintain the current Transportation Services Department layers (Sidewalk Inventory, Vacation, Transportation Road Inventory, Bridge Layer, and Sign Inventory) for a fee of \$25,000. per year. Additional layers required in support of the

Transportation Department will require a fee modification. In subsequent years there shall be an annual determination as to the need to make an adjustment to either lower or raise the fee.

3. The HCCGIS will bill the County annually the agreed upon amount for Transportation Services Department GIS support.
4. The HCCGIS shall review all existing map projects or PDF map projects hosted on the Transportation Services Department website or local drives and determine the status, and the need for all existing projects. Once the review or update is completed the Transportation Director will make the final determination on which projects will be maintained/funded. All mapping projects maintained will meet the GIS standards of the Central GIS and any maps/data removed from the Transportation website or any drives no longer used shall be stored in a history folder. The HCCGIS shall develop operating procedures to coordinate and define tasks and activities required to meet the GIS needs of the Transportation Services Department. A copy of the operating procedures will be provided to the Transportation Director for review.
5. Develop Transportation specific Central GIS Interactive Maps as required.

5. Effective Date and Term. This Agreement shall become effective on October 1, 2011 (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 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.

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

ATTEST:

HERNANDO COUNTY PROPERTY APPRAISER

Jenine E. Wimer

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

Date: November 14, 2011

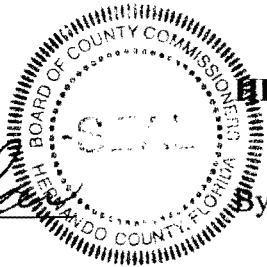
ATTEST:

HERNANDO COUNTY

Karen Nicolai

Karen Nicolai
Clerk

Date: 10/25/2011



By: James Adkins

James Adkins, Chairman
Board of County Commissioners

Date: October 25, 2011

Approved as to Form and
Legal Sufficiency

[Signature]
County Attorney or Assistant
Date: 09/30/2011

Attachment: Approved Organizational Agreement with Property Appraiser (5845 : GIS Interlocal Agreement)