

**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"), 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 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 Environmental Services GIS Business Unit within the HCCGIS shared services to serve as the lead entity for purposes of creating and/or maintaining Hernando County Environmental Services Department's ("Environmental 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 Environmental Services Department within the Hernando County Property Appraiser's office. The Property Appraiser shall create the Environmental Services GIS Business Unit for the purpose of completing all Environmental Services GIS work related products. The Appraiser's Office will serve as the lead GIS entity or agency and ensure the Environmental Services GIS Business Unit develops operating procedures for the maintenance and processing of Environmental Services Department GIS functions and needs.
3. Definitions.

The following definitions shall apply to this Agreement:

- A. “Environmental Services GIS Business Unit” shall mean the technical grouping that is under the administrative direction and control of the Appraiser that processes GIS related work products for the Environmental Services Department.
  - B. “Central GIS Interactive Maps” shall mean a central mapping system that is designed to provide for geographic information viewing and analysis.
  - C. “Central GIS” shall mean the lead entity or agency, which operates and manages the Hernando County Central GIS (“HCCGIS”), a program that the Hernando County Property Appraiser is the lead agency.
4. Responsibilities of the Parties.
- A. The County agrees to:
    - 1. Budget for Environmental Services GIS Business Unit commencing in the October 1, 2011 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 Environmental Services GIS Business Unit to meet the GIS needs of the Environmental Services Department. The Environmental Services Director and the Director of GIS shall meet annually to discuss the shared service needs of the Environmental Services GIS Business Unit for the next fiscal year that will determine the level of funding provided.
    - 2. The County Environmental Services shall provide the level of funding in its annual budget, as agreed upon, to the Property Appraiser’s office to support the Environmental Services GIS Business Unit.
    - 3. Payments shall be made payable to the “Hernando County Property Appraiser” upon receipt of annual billing.
    - 4. Submit a GIS Service Request form for other than scheduled GIS projects. All requests for unscheduled 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 Environmental Services Director, or designee, and the Director of GIS.
    - 5. Phase out the remaining Environmental Services Department ArcGIS desktop licenses as feasible. The need for ArcGIS desktop

licenses will be reviewed by the Environmental Services Director and the Director of GIS on an annual basis.

6. Submit all existing map projects or PDF map projects hosted on websites or local drives to the Environmental Services 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 Central GIS. Any map projects removed from the web sites or drives shall be backed-up in an archive for recordkeeping and resource purposes.
7. The Environmental Services Director shall provide funding for Environmental Services GIS Business Unit equipment, licenses, and position advertising.

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

1. The Director of GIS and the Environmental Services Director shall meet annually to review current expenditures and discuss the shared service and funding needs of the Environmental Services GIS Business Unit for the next fiscal year.
2. Determine an annual budget for the Environmental Services GIS Business Unit based on service needs. The budget will be submitted to the County Environmental Services by June 1 of each year.
3. The Property Appraiser's Office will bill the County Environmental Services Department annually the agreed upon funding for the Environmental Services GIS 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 Environmental Services Department.
4. Provide the Environmental Services 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 Environmental Services GIS Business Unit any and all GIS service requests from the Environmental Services Department. The Environmental Services GIS Business Unit will coordinate with the Environmental Services Director, or designee, to determine department needs.

6. The Director of GIS will coordinate with the Environmental Services Director annually to evaluate the status of any remaining ArcGIS desktop licenses. The licenses will be removed as it is mutually agreed that business solutions are developed using the Central GIS Interactive Maps that allow for the elimination of current licenses. The Central GIS Interactive Maps will be enhanced as necessary to provide for the specific needs of the Environmental Services Department to allow for the phasing out of the remaining ArcGIS desktop licenses and or support GIS solutions (ArcReader projects) for the geographic information viewing and analysis needs of the Environmental Services Department. Environmental Services Department will not be charged a fee for use of the Central GIS Interactive Maps.
  7. The Environmental Services GIS Business Unit shall coordinate outside GIS professional support product requests for information associated with the Environmental Services Department. All such service requests shall be approved by the Environmental Services Director, or designee, prior to commencing work.
  8. The Environmental Services GIS Business Unit shall review all existing map projects or PDF map projects hosted on the Environmental Services website or local drives and determine the status, and need for all existing projects. Once the review or update is completed, the Environmental Services Director will make the final determination on which projects will be maintained. All mapping projects maintained will meet the GIS standards of the Central GIS and any maps removed from Environmental Services website or drives no longer used shall be stored in a history folder. The Environmental Services GIS Business Unit shall develop operating procedures to coordinate and define tasks and activities required of the Environmental Services GIS Business Unit to meet the GIS needs of the Environmental Services Department. A copy of the operating procedures will be provided to the Environmental Services Director for review.
  9. Provide an estimate to the Environmental Services Director of the initial costs for Business Unit equipment, licenses, and position advertising. The Director of GIS will conduct the entire hiring process.
- C. In the event the employee of the Environmental Services GIS 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 Director of GIS shall hire a replacement.

5. Effective Date and Term. This Agreement shall become effective, *nunc pro tunc*, 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 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**

\_\_\_\_\_

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

Date: March 2, 2012

ATTEST:



Karen Nicolai

Karen Nicolai  
Clerk

Date: 3/27/12

**HERNANDO COUNTY**

By: Wayne Dukes

Wayne Dukes, Chairman  
Board of County Commissioners

Date: March 27, 2012

Approved as to Form and  
Legal Sufficiency

[Signature]

County Attorney or Assistant

Date: 2-24-12