

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Installation and Maintenance Interlocal Agreement for the Central Florida Geographic Information System (ECFRPC)

DEPARTMENT: Information Technologies **DIVISION:** Information Services

AUTHORIZED BY: Chris Grasso **CONTACT:** Kim Patterson **EXT.** x1100

Agenda Date <u>12/14/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Request the Board approve the Amendment to the Interlocal Agreement with the East Central Florida Regional Planning Council Relative to the Installation and Maintenance Responsibilities for the Central Florida Geographic Information System.

BACKGROUND:

In 2001, an initiative known as CFGIS (Central Florida Geographical Information Systems) was begun. With staff support provided by the East Central Florida Regional Planning Council (ECFRPC), the initiative sought to bring together public, private, and non-profit GIS users in Brevard, Flagler, Lake, Marion, Orange, Osceola, Polk, Seminole, Sumter, and Volusia counties. The initiative includes two major efforts: a regional GIS users group and a regional GIS data clearinghouse on the Internet.

For the last two years, Seminole County has supported the project by providing a location, connection and limited technical support for the server. The amendment will allow the partnership to continue until terminated by either party.

The County Attorney's office has reviewed and found the attached agreement acceptable.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.:	<u>CITX1</u>

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY, FLORIDA AND THE EAST CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL RELATIVE TO INSTALLATION AND
MAINTENANCE RESPONSIBILITIES FOR THE CENTRAL FLORIDA
GEOGRAPHIC INFORMATION SYSTEM**

THIS FIRST AMENDMENT is made and executed this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "COUNTY," and **THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**, a regional planning council created pursuant to Chapter 186, Florida Statutes, whose address is 631 North Wymore Road, Suite 100, Maitland, Florida, 32751, hereinafter referred to as "ECFRPC" for the purpose of making certain changes to the Interlocal Agreement between the parties relative to the Central Florida Geographic Information System initiative.

W I T N E S S E T H:

WHEREAS, COUNTY and ECFRPC have heretofore entered into that certain Interlocal Agreement Relative To Installation And Maintenance Responsibilities For The Central Florida Geographic Information System dated May 6, 2002 (the "Agreement"); and

WHEREAS, COUNTY and ECFRPC are both desirous of continuing the relationship established by the Agreement on the same terms and conditions as provided therein without the need for formal, annual renewals of the Agreement as currently required by Section 5 thereof; and

WHEREAS, the Agreement's provisions regarding alternative dispute resolution as contained in Section 24 thereof are in need of updating

to better accommodate dispute resolution flexibility and Chapter 164, Florida Statutes; and

WHEREAS, Section 220.115, Seminole County Code, requires the inclusion of certain language in all agreements with any party as to compliance with ethics in government standards which was inadvertently omitted in the Agreement and which needs to be incorporated by adoption of this First Amendment,

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and ECFRPC hereby agree as follows:

SECTION 1. RECITALS. The foregoing recitations are true, correct, mutually understood, agreed upon, and form an integral part of this First Amendment.

SECTION 2. Section 5 of the Agreement is hereby amended to provide for its automatic continuance from year to year without formal amendment unless terminated by actions of either party. Section 5 shall henceforth read as follows:

~~"SECTION 5. TERM OF AGREEMENT. AND RENEWALS. This Agreement shall have an initial term of twelve (12) months from the first day of the month immediately following the date of execution, unless the execution date shall be the first (1st) of the month, in which case the twelve (12) month initial term shall commence from that date. Thereafter, this Agreement can be renewed for an additional twelve (12) month period by mutual agreement between the Parties. The Parties shall notify each other in writing of their intentions~~

~~regarding renewal or non renewal no later than thirty (30) days prior to the end of the initial term of this Agreement or any then current renewal thereof.~~ This Agreement shall remain in full force and effect unless terminated by either or both Parties upon thirty (30) days written notice to the other Party in the manner as provided herein or unilaterally by the COUNTY pursuant to Section 6 hereof.

If ~~the notice of intention regarding renewal~~ termination is given as provided herein, ~~a decision by either or both Parties to not renew for any successive term~~ that event shall not, in and of itself and without more, be deemed a breach of contract or give rise to any cause of action against the other Party. Notice may also be given by e-mail, facsimile transmission, or telex provided that proof of transmission and receipt are maintained and available. Notices sent by Certified U.S. Mail will be deemed received three (3) days after mailing unless returned to sender."

SECTION 3. Section 24 of the Agreement is hereby amended to eliminate specific reference to utilization of the Florida Growth Management Consortium as the sole mediator for alternative dispute resolution and to allow the full range of flexibility afforded by Chapter 164, Florida Statutes. Accordingly, Section 24 shall henceforth read as follows:

"SECTION 24. DISPUTE RESOLUTION. Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable informal process with open discussions and a cooperative effort. ~~In the event that formal dispute resolution processes become necessary, the Parties agree that such matters will be~~

~~submitted to the Florida Growth Management Consortium for mediation.~~
Disputes shall be resolved in accordance with any dispute resolution agreements between the parties that may be in effect from time to time or pursuant to the provisions of Chapter 164, Florida Statutes, "Governmental Disputes". The Parties agree not to pursue litigation on any matter that is the subject of this Agreement until they have exhausted all good faith attempts at alternative dispute resolution."

Section 4. There is hereby added a new Section 30 to the Agreement to address compliance with the standards on ethics in government relating to matters of contract. It is understood by the Parties that this provision is required by Section 220.115, Seminole County Code to be in all agreements between COUNTY and any other private or public entity and that it was inadvertently omitted in the original Agreement. The new Section 30 shall read as follows:

"Section 30. ETHICAL CONDUCT OF THE PARTIES. Uses of any monies derived hereunder for giving of gratuities or kickbacks to COUNTY personnel, or for purposes which violate the ethics in government provisions of Chapter 112, Florida Statutes, or from using any monies derived under this Agreement for lobbying the Legislature in contravention of Section 216.347, Florida Statutes are expressly prohibited. Pursuant to Section 220.115, Seminole County Code, failure to comply with any of said provisions shall be grounds for unilateral termination of this Agreement by the non-offending party."

Section 5. All other provisions of the Agreement not expressly amended by this First Amendment shall remain in full force and effect as originally stated in the Agreement. The changes made by this First

Amendment shall be deemed effective nunc pro tunc as of the effective date of the Agreement itself.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below.

ATTEST:

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL

Lelia Hars
OMB Director

By: _____
SANDRA GLENN
Executive Director

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney