

**INTERLOCAL AGREEMENT BETWEEN  
MANATEE COUNTY  
AND  
THE MANATEE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT is made and entered by and between Manatee County, a political subdivision of the State of Florida (the "County"), whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 and the Honorable Charles E. Hackney, State Constitutional Property Appraiser in and for Manatee County, an independent constitutional county officer of the State of Florida ("Property Appraiser"), whose address is 915 4th Avenue West, Bradenton, Florida 34205.

WHEREAS, the Property Appraiser contracts with Pictometry International Corporation to provide certain products, services and licenses to support GIS information maintained by the County and the Property Appraiser on an annual basis; and

WHEREAS, the products, services and licenses provided by Pictometry International Corporation support operations of the County's Public Safety Department, Utilities Department, Public Works Department, Building and Development Services Department, the Manatee County Sheriff's Office and the Property Appraiser; and

WHEREAS, the cost of the annual contracts with Pictometry International Corporation for the County departments identified above and the Manatee County Sheriff's Office are covered by the Board of County Commissioners' annual budgeting process; and

WHEREAS, the Property Appraiser has funding which is provided by the Board of County Commissioners' annual budgeting process and other taxing authorities, and the Property Appraiser's budget is approved by the Florida Department of Revenue; and

WHEREAS, the parties wish to share their respective cost of the annual contracts with Pictometry International Corporation accordingly; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act," permits the County and the Property Appraiser to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers.

NOW, THEREFORE, the parties hereto agree, in consideration of the above, and the promises and undertakings hereinafter set forth, as follows:

1. **Authority.** This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 1 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 190 of Florida Statutes, and Section 163.01 of Florida Statutes.
2. **Purpose and Scope.** The purpose of this Interlocal Agreement is to describe the terms and responsibilities of the parties relating to the annual cost of the contracts with Pictometry International Corporation, or any successor vendor thereto providing substantially the same products, services and licenses to support GIS information as Pictometry International Corporation.
3. **Cost-Share Ratios.**
  - 3.1 The parties agree to share the cost of the annual contracts with Pictometry International Corporation, or any successor vendor thereto providing substantially the same products, services and licenses to support GIS information as Pictometry International Corporation, as follows:
    - a. The County is responsible for 5/6ths of the annual contract costs, which represents the shares of four County departments (Public Safety Department, Utilities Department, Public Works Department, and the Building and Development Services Department) and the County's supporting costs for the Manatee County Sheriff's Office.
    - b. The Property Appraiser is responsible for 1/6th of the annual contract costs, which represents its single share.
  - 3.2 If there is a change to the number of entities (i.e., County departments and the County's supporting costs for the Manatee County Sheriff's Office) sharing the benefits of the annual contracts covered by this Interlocal Agreement that differs from the five-to-one ratio expressed above, each party's cost-share ratio shall be adjusted automatically accordingly; provided, however, a change in the name of a County department that does not alter the number of departments supported shall not be the basis for adjusting the cost-share ratios.
4. **Invoice and Payment.** The County shall reimburse the Property Appraiser for the County's share of the annual contract costs as provided in Section 3, within thirty (30) days of receipt of an application for payment that meets the requirements of this Section 4. The Property Appraiser's applications for payment shall be submitted as written requests to the Director of Financial Management and shall include detailed invoice(s) (indicated as paid with reference to date of payment

and check number), and any other documentation acceptable to the County reasonably necessary to identify the County's share of the annual contract costs.

5. **Amendments**. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, and by the Property Appraiser, and only if properly executed by all the parties hereto.
6. **Enforcement**. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.
7. **No General Obligation**. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties shall not be construed to be or constitute general obligations, debts or liabilities of the County, the Property Appraiser, or the State of Florida or any political subdivision or constitutional officer thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.
8. **Governing Law; Venue**. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.
9. **Effective Date and Termination**. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida. This Interlocal Agreement may be terminated by mutual written consent of the parties, or by either party providing thirty (30) days prior written notice to the other party.
10. **Full Agreement; Filing with Clerk of Circuit Court**. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect. As required by Section 163.01(11), F.S., this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.
11. **Notices**. All notices, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Director of Financial Management  
Manatee County Administration Center  
1112 Manatee Avenue, 9th Floor  
Bradenton, Florida 34205

If to Property Appraiser: The Honorable Charles E. Hackney  
Manatee County Property Appraiser  
915 4th Avenue West  
Bradenton, Florida 34205

APPROVED, with a quorum present and voting this the \_\_\_\_\_ day of \_\_\_\_\_,  
2019.

**MANATEE COUNTY, a political subdivision of the  
State of Florida**  
By: Its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**MANATEE COUNTY PROPERTY APPRAISER**

By: Charles E. Hackney  
Charles E. Hackney

Date: 9-3-19