

Cooperative Agreement between
the Alachua County Property Appraiser
and the City of Gainesville / Gainesville Regional Utilities
for the Development of Common Geographic Data

The Alachua County Property Appraiser, hereinafter referred to as "the **ACPA**", and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida hereinafter referred to as "the **CITY**," through their duly authorized officials, hereby agree to enter into this Cooperative Agreement for the purposes of jointly developing data for their Geographic Information Systems (GIS), made and entered into this _____ day of _____, 2001, as follows:

I. Purpose

WHEREAS, the **ACPA** and the **CITY** are engaged in the same process of developing accurate cartographic data and mapping information for depiction of property boundaries, public facilities and topographic features for Alachua County or portions thereof, it is in the best interest of both parties to cooperate in a joint effort to accomplish this task; and

WHEREAS, it is the desire of both the **ACPA** and the **CITY** to cooperate in this effort to eliminate duplication of effort, to develop an efficient working relationship and to facilitate the future joint development of and avoid duplicative maintenance of geographic information including property record updates; and

WHEREAS, the **CITY** is participating in this agreement in two capacities, one as its General Government (**GG**) and the other as its utility enterprise known as Gainesville Regional Utilities (**GRU**).

Therefore, the **CITY** and the **ACPA** agree to enter into this Agreement for the purposes of further enhancing the accuracy and usefulness of cartographic data resources and providing a uniform and accurate framework for the future geographic information needs of **ACPA**, the **CITY** and other local governmental agencies.

This Agreement shall provide for the efficient and orderly creation of the cartographic information specified herein and for the delivery of the products and payments due to the parties to this agreement.

II. Authority

This Cooperative Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 5(3) and 5(6) of Chapter 73-594, Laws of Florida, as amended.

III. Definitions

"ArcInfo®" means the geographic information system software product developed and licensed by Environmental Systems Research Institute, Inc. and adopted as the standard for Alachua County, Florida.

"Geodetic Control" means the establishment and location of survey monuments and the determination of the position of said monuments relative to established survey reference data, e.g. the North American Datum of 1983 (NAD83), in accordance with proper professional surveying procedures.

"Mutually Approved" shall mean that the **ACPA** or his/her designee, the City Manager or his/her designee and the General Manager for Utilities or his/her designee have approved in writing certain technical aspects of the specifications and of compliance with the specifications for the products and processes addressed herein. These mutual approvals shall not constitute an amendment to this agreement.

"Parcel Base Map" means the data consisting of graphic information relating to the ownership of parcels of real property with linkages to the current ownership database information maintained by the **ACPA**.

"Digital Orthophotography" means to perform image rectification of scanned aerial photographs using control data and an elevation model to produce map accurate images.

"Photogrammetric Mapping" means determining the location of photo-identifiable points on the surface of the earth by the use of aerial photographs and ground control.

"LIDAR" (LIGHT DETECTION AND RANGING) refers to an airborne method of collecting Digital Terrain Data.

IV. Scope of Defined Products, Services and Responsibilities

1. This Agreement sets forth data sets that are common to the mapping and operational requirements of the **ACPA**, **GG** and **GRU**. The Consultant(s) will develop these data sets as components of a countywide, enterprise Geographic Information System.

These data sets are:

- Color and Black and White Digital Orthophotography having a pixel resolution of 1 foot or less and meeting or exceeding National Map Accuracy standards for 1:1200 scale map production;
- Digital Terrain Data derived from LIDAR and processed to meet or exceed National Map Accuracy Standards for the generation of 2 foot contour intervals; and

- Street Centerline Data meeting or exceeding National Map Accuracy standards for 1:1200 scale map production, derived from photogrammetric mapping, topologically correct and populated, at a minimum, with street name and address range information suitable for geocoding and routing applications.
2. The **ACPA** will be the lead agency in all matters relating to this Agreement and shall procure and administer the contract(s) necessary for the data development effort identified in this agreement.
 3. The **ACPA**, **GG** and **GRU** will each have the following responsibilities:
 - To develop and Mutually Approve the technical specifications for the products listed above, the processes required to produce them and the formats, media and schedules for final delivery of the products. These specifications shall be incorporated into the contract(s) with the Consultant(s).
 - To periodically perform joint reviews of the Contractor(s)' processes, of interim products and of final deliverables to Mutually Approve the processes and products as to conformance to the specifications.
 4. All data will be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum of 1983 consistent with the existing Parcel Base Map and Cadastral Data maintained by the **ACPA**.
 5. In the event the **ACPA** contracts with the Consultant(s) for additional products based upon the aerial photography, LIDAR data or control data collected pursuant to this agreement, the **ACPA** shall notify **GG** and **GRU** and shall make the resulting product(s) available to **GG** and/or **GRU** for the reasonable cost of reproduction. This shall not apply if, by Mutual Agreement or by Amendment to this Agreement, **GG** and/or **GRU** agree to contribute to the development of the additional product(s).

V. Compensation

1. The cost for the products to be delivered pursuant to this agreement is expected to be One Million Five Hundred Fifty Six Thousand Dollars (\$1,556,000).

The **CITY** shall provide the **ACPA** with matching funds toward the cost of the products by the Consultant(s) pursuant to this agreement.

The **CITY**, through **GG**, shall contribute six and forty-three one-hundredths percent (6.43%) of the costs invoiced by the Consultant(s) for providing the products enumerated herein in an amount not to exceed One Hundred Thousand Dollars (\$100,000) as matching funds.

The **CITY**, through **GRU**, shall contribute ten and twenty-eight one-hundredths percent (10.28%) of the costs invoiced by the Consultant(s) for providing the products enumerated herein in an amount not to exceed One Sixty Thousand Dollars (\$160,000) as matching funds.

2. Following the execution of this agreement and upon receipt of invoices for work performed by the Consultant(s), the **ACPA** shall invoice **GG** and **GRU** for their respective proportional shares of matching funds based upon actual work performed and invoiced by the Consultant(s).
3. **GG** and **GRU** shall remit payment to the **ACPA** within thirty (30) days following receipt of invoices from the **ACPA**, provided **GG** and **GRU** find the invoice to be correct and accompanied by appropriate documentation and verification of the services provided.

In the event any portion of the invoice is in dispute, the disputed amount shall be held in abeyance. Disputes shall be discussed and resolved by the authorized representatives listed in Article VII or their designees, who shall use their best efforts to amicably and promptly resolve the dispute. Upon determination of the Mutually Approved billing amount the proper adjustment shall be paid promptly after such determination.

4. All payments will be sent to:

Ed Crapo
Alachua County Property Appraiser
Property Appraiser's Office
122 Southeast First Street, Room 213
Gainesville, FL 32602

VI. Term

This agreement will commence upon execution and will run for a term of 2 years.

VII. Notice

Notice by either party to the other pursuant to this Cooperative Agreement shall be given in writing as follows:

ACPA: Ed Crapo
Alachua County Property Appraiser
122 Southeast First Street, Room 213
Gainesville, FL 32602

CITY (GG): Wayne Bowers
City Manager
PO Box 490
Gainesville FL 32602

CITY (GRU): Michael L. Kurtz
General Manager of Utilities
PO Box 147117
Gainesville FL 32614-7117

VIII. Construction

This Cooperative Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of their respective and common objectives. However, this Cooperative Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

ACPA shall be the agency responsible for administering the contract(s) with the Consultant(s) required to provide the deliverable products defined in this agreement.

IX. Termination

The Parties agree that if either party shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if either party shall violate any of the covenants, agreements, stipulations of this Agreement, the party shall thereupon, in addition to any remedies available at law or in equity, have the right to terminate this Agreement. The Agreement can be terminated by either party by giving the other party written notice not less than 30 days prior to such termination.

Prior to action being taken by either party to terminate this Agreement, a 60-day period shall precede such action during which both parties shall attempt to resolve whatever disagreement may exist. Such disagreement shall include those dealing with workmanship, cost of production, changes in content of this Agreement, and other issues not specifically noted in this Agreement. Failure of either party to negotiate such disagreement shall permit termination action to commence.

X. Entire Agreement / Amendments

This agreement constitutes the entire agreement of the parties and supercedes all prior written or oral agreements, understandings, or representations between the parties concerning the matters covered by this Agreement as of the commencement date of this Agreement. No amendment to this Agreement shall be effective unless in writing signed by the parties.

XI. Filing; effective date.

As required by Section 163.01(11), Florida Statutes, upon execution, a certified copy of this Cooperative Agreement will be recorded by the **ACPA** in the public records of Alachua County, Florida. The **ACPA** and the **CITY** shall comply with all public records laws of the State of Florida.

This agreement shall take effect upon the date of recording.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

ALACHUA COUNTY PROPERTY APPRAISER

Ed Crapo

Witnesses

CITY OF GAINESVILLE

By: _____
Wayne Bowers
City Manager

By: _____
Michael L. Kurtz
General Manager for Utilities

Approved as to Form and Legality:

Raymond O. Manasco, Jr.
Attorney

