

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
FOR GEOGRAPHIC INFORMATION SERVICES**

**THIS AMENDMENT** to the Intergovernmental Agreement for Geographic Information Services dated February 24, 1993, is made on and entered into this **20th** day of **November, 2012**, by and between the **LEE COUNTY PROPERTY APPRAISER**, a duly elected Constitutional Officer and **LEE COUNTY**, a political subdivision and Charter County of the State of Florida.

**WHEREAS**, Lee County and the Lee County Property Appraiser entered into an Intergovernmental Agreement regarding Geographic Information Services; and

**WHEREAS**, Lee County and the Lee County Property Appraiser, pursuant to Florida Statutes, may enter into such Agreement; and

**WHEREAS**, it is in the public interest to amend the Intergovernmental Agreement, dated February 24, 1993, attached hereto as Exhibit "A".

**NOW, THEREFORE**, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the COUNTY and the PROPERTY APPRAISER hereby agree to amend the Intergovernmental Agreement as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.
2. The Agreement is hereby amended as follows, with underlined language being the amendment to previously adopted text and deleted language being shown by strike-through type.
3. Paragraph 2. of the Intergovernmental Agreement is hereby amended as follows.

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2. In order to facilitate such participation, the County shall fund eight (8) personnel positions which shall be transferred permanently from the COUNTY'S Division of Land Information Systems (L.I.S.) To the PROPERTY APPRAISER. Said funding shall be structured as follows for the fiscal year 1992-93 and 1993-94:

A. Funds for the contract with EDS (\$1.9 million) will be disbursed to the PROPERTY APPRAISER on request by the PROPERTY APPRAISER.

(1.) The Property Appraiser in order to conform to Governmental Accounting Standards Board Statement no. 54 issued in March 2009: "Fund Balance Reporting and Governmental Fund Type Definitions," and to memorialize the original intent of the Agreement as well as the historical and current accounting treatment will proceed immediately to adopt and implement accounting procedures consistent with the standard. At a minimum, two separate special revenue funds, one-GIS and one-Aerial shall be established as follows:

(a) "Aerial Special Revenue Fund:"Sales of digital and non-digital aerial files from the Property Appraiser map room shall be deposited into the existing Aerial money market account to offset costs associated with procurement and

production of aerial photos including e-commercial account fees, banking fees, shipping and postage and costs incurred for procuring aerial photographs, as prescribed by the Department of Revenue.

(b) “GIS Special Revenue Fund:” Annually, the amount of funding for the GIS account is determined by the Property Appraiser for the prospective fiscal year and submitted to the County for appropriate budget action. Funds are disbursed by the County as a lump sum at the start of the fiscal year. All funds are disbursed by the Property Appraiser from the GIS account support personnel, operating and capital expenses related to the GIS program.

(2) Any excess in the GIS fund existing at the end of a fiscal year shall be transferred to the County at that time.

(3) Revenue within each fund is restricted and cannot be intermingled with any other funds.

4. All of the remaining terms in the Intergovernmental Agreement dated February 24, 1993, remain the same.

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IN WITNESS WHEREOF, the Parties hereto have caused the execution hereby by their duly authorized officials on the date set forth above.

Witnesses:

*Janice Saufenberg*  
*Beverly A. Helmke*

Lee County Property Appraiser:

By:

*Kenneth M. Wilkinson*  
Kenneth M. Wilkinson, CFA  
Lee County Property Appraiser

Approved as to Form:

By:

*[Signature]*  
Property Appraiser Attorney

Attest:

Charlie Green, Clerk

By:

*[Signature]*  
Deputy Clerk

Board of County Commissioners of  
Lee County, Florida

By:

*[Signature]*  
Chair

Approved as to Form:

By:

*[Signature]*  
Lee County Attorney's Office

