



STATE OF FLORIDA
LEE COUNTY PROPERTY APPRAISER
KENNETH M. WILKINSON, C.F.A.



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April 14, 2016

Kathy Hall, Village Clerk
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: Interlocal Agreement

Dear Ms. Hall:

Enclosed please find an executed original Interlocal Agreement Between Property Appraiser and Village of Estero for Certain Shared Data and Services dated October 7, 2015.

Very truly yours,

A handwritten signature in cursive script that reads "Susan L. Priess".

Susan L. Priess, CFE, ACP, FCP, FRP
Senior Paralegal

Enclosure

INTERLOCAL AGREEMENT
BETWEEN PROPERTY APPRAISER AND VILLAGE OF ESTERO
FOR CERTAIN SHARED DATA AND SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into this 7th day of October, 2015 between the Lee County Property Appraiser, a duly elected Constitutional Officer of Lee County (hereinafter referred to as "PROPERTY APPRAISER"), and the Village of Estero, a Florida municipal corporation (hereinafter referred to as "VILLAGE").

WHEREAS, modern technologies, specifically GIS (Geographic Information Systems) and CAMA (Computer Assisted Mass Appraisal) data systems, offer tremendous opportunities to improve the efficiency and effectiveness of government; and

WHEREAS, more effective, efficient, and reliable public services will result from local governments working with one another to maintain those data systems; and

WHEREAS, the parties hereto have a mutual interest in encouraging the open exchange of mutually beneficial GIS and CAMA data and other real property information; and

WHEREAS, the purpose of this Interlocal agreement is to facilitate the sharing and cooperative use of GIS and CAMA data, in-house developed applications and GIS knowledge between the PROPERTY APPRAISER and the VILLAGE; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, there is statutory authority for interlocal and interagency agreements between the PROPERTY APPRAISER and the VILLAGE.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto mutually agree as follows:

1. **RESPONSIBILITIES OF THE PROPERTY APPRAISER.**

The PROPERTY APPRAISER's Land and Building Department will maintain and edit GIS data for the Village. Specifically, the parcel layer will be maintained by the PROPERTY APPRAISER, including, but not limited to parcel additions, combinations and deletions. The PROPERTY APPRAISER will also provide the VILLAGE with necessary and requested access to CAMA and GIS data housed on the PROPERTY APPRAISER's servers. The PROPERTY APPRAISER will provide VILLAGE employees with access to PROPERTY APPRAISER's GIS and CAMA data on a read-only server using a trusted connection on the Lee County high speed backbone (or similar mutually acceptable "best practice" method).

2. **PROPERTY APPRAISER SERVER AND DATA AVAILABILITY.**

Access by the VILLAGE to the PROPERTY APPRAISER's servers will be made available between the hours of 7:30 A.M. and 5:00 P.M. EST (normal business hours). The PROPERTY APPRAISER will provide VILLAGE employees with access to the PROPERTY APPRAISER Help Desk for technical support during normal access hours.

The VILLAGE's technical support requests will be escalated to the PROPERTY APPRAISER's GIS and/or Systems and Networking departments, if necessary. System access by VILLAGE's employees outside normal access hours may be limited by the PROPERTY APPRAISER due to maintenance and backup processes. VILLAGE can request uninterrupted access outside normal access hours through the PROPERTY APPRAISER Help Desk.

3. PROPERTY APPRAISER ACCESS TO VILLAGE MAINTAINED DATA.

When requested by the PROPERTY APPRAISER, VILLAGE agrees to grant trusted network access using the Lee County high speed backbone (or similar mutually acceptable "best practice" method) to VILLAGE's data, including GIS, building plans, permits and zoning information. The VILLAGE will normally make its servers available for data transfers between 6:00 A.M. and 11:00 P.M. seven days per week.

4. USE AND DISPLAY OF DATA.

The parties agree that the data exchanged by them will be used for both internal and external purposes such as web sites, report and public records requests.

5. CONFIDENTIAL DATA.

Certain records may be flagged by the PROPERTY APPRAISER and/or the VILLAGE as containing information that is confidential or exempt from disclosure to the general public or that is rendered confidential or exempt from disclosure pursuant to an agreement with a third party. The parties hereby agree that these records will be treated as confidential or exempt from disclosure by both the PROPERTY APPRAISER and the VILLAGE.

6. ACCURACY OF DATA.

The parties to this Interlocal Agreement acknowledge that the data covered by this Agreement is complex and time sensitive and may contain some nonconformities, defects, or errors. The parties agree to use their best efforts to ensure that the data covered by this Agreement represents the best available information. The parties to this Agreement do not warrant that the data will meet users' needs or expectations, or that all nonconformities, defects or errors can or will be corrected.

7. USE OF DATA BY THIRD PARTIES.

Any authorized use of information derived or generated from data provided pursuant to this Agreement shall acknowledge the appropriate party to this Agreement as the source, and include any qualifications deemed appropriate given the specific data quality and application of the derived information.

8. DURATION OF AGREEMENT.

Either party may cancel this Agreement at any time, with or without cause, upon written notification to the other party.

9. AMENDMENT.

This Agreement shall not be amended or modified other than in a written agreement signed by the parties hereto.

10. SEVERABILITY.

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

11. FILING.

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of Circuit Court, Minutes Department, and the Clerk of the Village.

IN WITNESS WHEREOF, the PROPERTY APPRAISER and the VILLAGE have executed this Agreement through its duly authorized representation on the day, month and year as first written above.

ATTEST

By: Kathy Hall
Kathy Hall, MMC, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By: Nicholas Batos
Mayor Nicholas Batos

LEE COUNTY
PROPERTY APPRAISER

By: Kenneth M. Wilkinson
Hon. Kenneth M. Wilkinson
Property Appraiser

Reviewed for legal sufficiency:

By: Burt Saunders
Burt Saunders, Esq., Village Attorney