

**SECOND AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF MAITLAND
AND THE ORANGE COUNTY PROPERTY APPRAISER'S OFFICE
RELATING TO DIGITAL PARCEL MAP DEVELOPMENT**

THIS AMENDMENT is made and entered into this ___ day of _____, 2018, by and between the CITY OF MAITLAND, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and the Orange County Property Appraiser (hereinafter referred to as OCPA), as an addendum to the Interlocal Agreement between the parties for Digital Parcel Map Development, dated December 7, 1999 as amended on July 19, 2001 (the "ILA"), and entered into pursuant to Section 163.01, Florida Statutes.

WITNESSETH:

WHEREAS, the parties hereto have contracted for Digital Parcel Map Development services, and each party acknowledges and agrees that contracting for such services is mutually beneficial and cost-effective; and

WHEREAS, the annual cost to OCPA for maintenance of the Digital Parcel Map Development has increased pursuant to the contract between OCPA and the vendor competitively-selected to conduct the services (the "Vendor Contract")¹ and, thus, it is necessary to increase the annual maintenance fee charged to the City; and

WHEREAS, the parties seek to amend Paragraph 2) of the ILA to reflect and account for changes in the annual maintenance fee;

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

- 1) The foregoing recitals are true and correct and incorporated herein by reference.
- 2) **Original Interlocal Agreement.** The ILA entered into by the parties shall be modified and amended as set forth herein. Other than as expressly provided in this Amendment, the terms and conditions of the ILA shall remain unchanged and in full force and effect.
- 3) **Amendment to Paragraph 2) of the Original Interlocal Agreement:**

Paragraph 2) of the ILA shall be amended and restated as follows (deletions noted with a ~~strikethrough~~ and additions noted in **bold and underlined**):

¹ The vendor for 2017 Aerials (flown in January 2017) is Kucera International Inc. The Project vendor may change from year to year, based on a competitive-selection process conducted by OCPA or using a state-contracted vendor.

The City of MAITLAND will provide funding to obtain digital ortho-rectified aerial photography and selected planimetric features within the City's municipal boundaries. The City's contribution to the Interlocal GIS Fund will be eight thousand six hundred and two US dollars (\$8,602.00). Payment is due no later than October 1, 1999. Furthermore, the City of MAITLAND agrees to either provide funding for a contract mapping position or supply one full-time GIS mapper for a period not to exceed six (6) months to assist in the development of the re-engineered parcel map for the City. The cost of a contract mapper for a period of six (6) months is thirty thousand five hundred and eighty US dollars (\$30,580.00). Mapping within the City of Maitland is expected to begin August 13, 2001. Payment for the contract mapping position would be due no later than July 16, 2001. All work will be performed at the Orange County Property Appraiser's Office. The City of MAITLAND will pay an annual maintenance fee of two thousand five hundred US dollars (\$2,500.00) to the Orange County Property Appraiser once the re-engineered parcel map has been completed for the City. This fee will cover the cost of regularly copying and distributing Geographical Information System (GIS) and property information updates to the city and is due on October 1 each year, beginning October 1, 2001.

The City's contribution to the Digital Parcel Map Development annual maintenance fee will be determined based on annual cost to OCPA. Pursuant to this Amendment, the City's annual maintenance fee for this year is TWO THOUSAND EIGHT HUNDRED AND 00/100 (\$2,800.00) The City acknowledges and agrees that the annual cost to OCPA may change from year to year based on the terms of the Vendor Contract. Accordingly, the City's annual maintenance fee is also subject to change annually. Any increase or decrease in the City's annual maintenance fee will be proportionate to the increase or decrease in the total cost to OCPA, i.e., the City's cost will increase/decrease annually by the percentage increase/decrease, if any, in the Vendor Contract. Payment is to be made via annual invoice to the City, due and payable within 45 days of receipt. This fee will defray the cost of regularly copying and distributing Geographic Information System (GIS) and property information updates to the City.

- 4) All other provisions of the ILA between the parties executed pursuant to the Section 163.01, Florida Statutes, shall remain unchanged, and in full force and effect.
- 5) This agreement may be executed in any number of counterparts, each of which is deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the day and year first above written.

ORANGE COUNTY PROPERTY APPRAISER

CITY OF MAITLAND

By: _____

By: _____

Its: _____

Its: _____

Attest:

Attest:

By: _____

By: _____

Its: _____

City Clerk

Approved as to form:

Approved as to form:

Attorney for OCPA

City Attorney