



## Interlocal Agreement for Cost Sharing of Aerial Photography Acquisition

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This Interlocal Agreement for Cost Sharing of Aerial Photography Acquisition (the "Agreement") is made this 1st day of October 2025, between **AMY MERCADO** as the Orange County Property Appraiser (Property Appraiser), and City of Belle Isle (City of Belle Isle), and is effective for one year upon acceptance by both parties.

The Property Appraiser and City of Belle Isle (hereinafter collectively referred to as the "Participants") desire to share the costs and benefits of the acquisition of that certain digital aerial photography procured by the Property Appraiser (the "Project"), in order to reduce costs, avoid redundancy, adhere to standards, share technical expertise, promote inter-governmental coordination, and enhance public service; and

The Participants have studied the feasibility of the Project and have conducted an independent assessment of the costs and benefits to the Participants and the citizens of Orange County. Each party represents that it has satisfied all conditions precedent to enter into this agreement.

### *Section 1 - Authority:*

This agreement is entered into pursuant to the Florida Inter-local Cooperation Act, Chapter 163, Part 1 of Florida Statutes, as it may be amended.

### *Section 2 – The Project:*

Services consisting of digital aerial photography acquisition, airborne and ground control surveying, aero-triangulation process, digital elevation model (DEM) review and updating (as needed), and digital ortho-photography of the requested portions Orange County, Florida (the "County"), generated at a 3" (0.25') resolution covering the urbanized areas of the County and at a 6" (0.5') resolution covering the unpopulated areas of the County, provided pursuant to a separate vendor contract entered into between the Property Appraiser and a competitively-selected vendor (the "Vendor Contract").

The Project vendor may change from year to year, based on a competitive selection process conducted by the Property Appraiser or using a state-contracted vendor.

### *Section 3 - Term and Termination:*

This Agreement is effective as of the last date that a party to this Agreement executes this Agreement and will terminate on the 30<sup>th</sup> day of September, 2026, unless renewed.

This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.

Upon termination of this Agreement by the Property Appraiser for City of Belle Isle's failure to fund the Project pursuant to Sections 9 and 10 of this Agreement, City of Belle Isle shall immediately return all deliverables (see Section 5), and all copies thereof, to the Property Appraiser, and City of Belle Isle shall no longer have the right to use such deliverables for any purpose.

#### *Section 4 - Project Management:*

The Property Appraiser shall be designated as the Project Management Agency and shall be responsible for the establishment and coordination of the Project as specified in this Agreement. The Property Appraiser's designee will function as project coordinator.

#### *Section 5 – Deliverables:*

The Property Appraiser will provide the following deliverables as a result of the Project. City of Belle Isle will adhere to its responsibilities and provide funding (Section 8) in exchange for receipt and use of the deliverables.

- A. GIS data: The Property Appraiser will provide all GIS data currently maintained by the Property Appraiser to City of Belle Isle. GIS data can also be delivered on a weekly, monthly, or quarterly basis if requested by the City of Belle Isle.
- B. CAMA data: Provide field verified appraisal (CAMA) data for each property, including the primary building data, and building sketches.
- C. Address data: Provide the verified site address for each location within the requested area and provide a GIS point for all structural images and each individual unit address. The Address database structure will be consistent with the National Emergency Number Association ("NENA") standards. For each of the structure photographs, a pointer to the filename will be stored in attribute table.
- D. Personal Property data: Provide the verified name and address of tangible personal property accounts (businesses), without entering private property and deliver a GIS point for the account.
- E. Other Structures: Deliver a verified site address of Billboards, Communication Towers, Apartment Units and Mobile Homes, not owned by the landowner.

- F. Orthometric digital Imagery:
- 3" pixel resolution imagery tiles, covering an urbanized area of approximately 858 sq. mi.<sup>1</sup>
  - 6" pixel resolution imagery tiles, covering unpopulated area of approximately 291 sq. mi.<sup>2</sup>
  - Seamless mosaic of a MrSID imagery for the portions of the county in City of Belle Isle (City of Belle Isle)'s jurisdiction
  - Seamless mosaic of MrSID images for each township in City of Belle Isle (City of Belle Isle)'s jurisdiction
  - Enhanced compression wavelet (ECW) images optimized for aerial imagery
  - Specific Purpose Survey Report
- G. Training, Support and Knowledge Transfer: The Property Appraiser will provide GIS training if requested by City of Belle Isle. City of Belle Isle's GIS project manager will coordinate the training schedule with the Property Appraiser.
- H. Data Development: If additional GIS data layers are required, the Property Appraiser will offer data development service, based on a mutually agreed upon scope. As a part of this agreement, the Property Appraiser extends an offer to City of Belle Isle to participate in future data collection projects and leverage the benefits of reduced data acquisition cost. Such participation in future data collection projects will be done through an addendum to this Agreement.

**Section 6 – Schedule:**

*The following schedule displays the major project milestones each flight year as weather permits:*

<b>DATES</b>	<b>MILESTONE</b>
December	Project planning, initiation, ground surveying
January	Data acquisition (weather permitting) & Initial imagery processing
February	Initial delivery of geo-referenced imagery
March - May	Digital Orthophoto generation
June – July	Phased delivery of final data, QC, and acceptance
August	Payment completion to vendor and project wrap-up

<sup>1</sup> The square mileage of the urbanized area provided in this Section is based on current data and is subject to change in future years based on economic growth within the County.

<sup>2</sup> The square mileage of the unpopulated area provided in this Section is based on current data and is subject to change in future years based on economic growth within the County.

### *Section 7 - Responsibilities of the Property Appraiser:*

The Property Appraiser will provide the project management and deliverables according to Sections 4 and 5, subject to the conditions outlined in Section 8 and the terms of the Vendor Contract. The Property Appraiser will also be responsible for calculating the City of Belle Isle's contribution to the cost of the Project and the annual maintenance fee, and for timely preparing and submitting invoices to City of Belle Isle for payment.

### *Section 8 - Responsibilities of City of Belle Isle:*

City of Belle Isle will be responsible for the following:

- Upon receiving the deliverables (listed in Section 5), City of Belle Isle's contribution to the total cost of the Project and the Digital Parcel Map Development annual maintenance fee will be determined based on annual cost to the Property Appraiser, as set forth in the Vendor Contract. The Property Appraiser will invoice City of Belle Isle annually, which invoices shall be due and payable within forty-five (45) days in accordance with Florida's Local Government Prompt Payment Act (§§ 218.70-218.80, Florida Statutes).
- City of Belle Isle's contribution for the year of this Agreement is **ZERO DOLLARS AND 00/100 (\$0)**. City of Belle Isle acknowledges and agrees that the annual cost to the Property Appraiser may change from year to year based on the terms of the Vendor Contract. Accordingly, City of Belle Isle's contribution to the total cost of the Project is also subject to change annually. Any increase or decrease in City of Belle Isle's contribution will be proportionate to the increase or decrease in the total cost to the Property Appraiser, i.e., City of Belle Isle'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 City of Belle Isle, due and payable within 45 days of receipt.

### *Section 9 – Reporting:*

Other than the deliverables listed in Section 5, no other reporting is required by either Participant.

### *Section 10 - Record Keeping Procedures:*

The Participants shall comply with Chapter 119, Florida Statutes, and Florida law regarding records retention schedules. If any litigation, claim, or audit is commenced prior to the expiration of the records retention period specified by Florida law, and extends beyond such period, then the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

#### *Section 11 – Audit:*

The Orange County Comptroller or successor (or their designee) shall have the right to audit the Property Appraiser's records on an annual basis to determine compliance with the terms, conditions, and obligations imposed by this Agreement. City of Belle Isle's auditors, or the Comptroller as the case may be, shall have full access to all records, documents, and information, regardless of the format in which the information is maintained (e.g., paper, electronic, or other media) as is necessary or convenient to perform the audit.

#### *Section 12 – Independent Contractor Status:*

Nothing set forth in this Agreement shall be deemed or construed as creating a legal partnership nor a legal joint venture between the parties hereto nor any other party, nor shall it cause any party to be responsible in any way for the debts and obligations of any other party. The Participants are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between Participants, their employees, agents, subcontractors or assigns, during or after performance of this Agreement.

#### *Section 13 – Nondiscrimination:*

The Participants, in performing this Agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, sexual orientation, age, or national origin; nor otherwise commit an unfair employment practice on such basis.

#### *Section 14 – Right to Use Data:*

Upon completion of the Project or portions thereof, it is agreed upon by the Participants that City of Belle Isle will have the unlimited, non-exclusive right to use the deliverables described in Section 6 in connection with its official duties and obligations. City of Belle Isle shall not assign, sell, or otherwise transfer the deliverables, or the right to use the deliverables, including, without limitation any copies thereof, to another individual or entity without the prior written consent of the Property Appraiser.

#### *Section 15 – Governing Law; Venue.*

This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

*Section 16 – Counterparts:*

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.

*Section 17 – Notices:*

Whenever the Participants desire to give any notice or other communication required or permitted, pursuant to this agreement, it must be in writing and sent by certified mail to the following addresses:

Orange County Property Appraiser's Office  
Attn: Carmen Crespo, Director, Accounting and Finance  
200 South Orange Avenue, Suite 1700  
Orlando, FL 32801  
[ccrespo@ocpafl.org](mailto:ccrespo@ocpafl.org) (O): 407-836-5353

City of Belle Isle (City of Belle Isle)  
Attn: Tracey Richardson  
1600 Nela Ave  
Belle Isle, FL 32859-3135  
[trichardson@bellislefl.gov](mailto:trichardson@bellislefl.gov) (O): (407) 851-7730

The Participants may change the addresses provided in this Section for purposes of providing notice pursuant to this Agreement at any time upon 15 days prior written notice to the other Participant.

*Section 18 - Severability:*

All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

*Section 19 - Construction of Agreement:*

Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions in the Agreement.

*Section 20 – Amendments:*

This Agreement may be amended only through a written document executed by all parties.

*Section 21 - Entire Agreement:*

This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.

*Section 22 - No Third-Party Beneficiaries:*

This Agreement has been made and entered into for the sole protection and benefit of the parties hereto, and their respective successors and assigns, and no other person or entity shall have any right or action under this Agreement.

*Section 23 - No Waiver of Sovereign Immunity:*

Nothing in this Agreement is intended to serve, nor shall be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nor shall this Agreement be construed to expand the limitations of liability for any agency or political subdivision to which sovereign immunity may be applicable beyond those limitations of liability set forth in Section 768.28, Florida Statutes.

*Section 24 – Authority:*

Each Participant warrants and represents, with respect to itself, that neither the execution nor the performance of this Agreement requires any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained, nor shall it result in or constitute a breach or default under any indenture, contract or other commitment or restriction to which it is a party or by which it is bound.

*Section 25 - Further Assurances:*

The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

IN WITNESS WHEREOF, City of Belle Isle and the Property Appraiser have caused this Agreement to be duly executed by their authorized representatives on the dates set forth below.

ORANGE COUNTY PROPERTY APPRAISER

CITY OF BELLE ISLE (CITY OF BELLE ISLE)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_