

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this 29<sup>th</sup> day of July, 2002, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **PROPERTY APPRAISER OF NASSAU COUNTY**, hereinafter referred to as "Appraiser".

WHEREAS, the County has entered into an Agreement with JumpStart GIS, LLC, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Appraiser and the County will coordinate the work to be performed pursuant to the attached Agreement; and

WHEREAS, the Appraiser will have the benefit of the parcel maps.

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. The Appraiser and the County shall coordinate the efforts in the performance and accomplishment of the project described in the attached Exhibit "A".

2. The Appraiser shall have the right to approve and sign off on all phases received by the County before implementation.


3. Upon completion of the project, the Appraiser shall receive a complete digital map base for Nassau County.

4. The Appraiser shall make the necessary Appraiser's staff available as needed for review and consultation on all data content.

5. The Appraiser and the County shall insure that all work is done in accordance with the Florida Department of Revenue's Condastral Mapping Guidelines.

6. The Appraiser agrees to participate in the funding of the total project by applying for GIS Grants from the Florida Department of Revenue.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



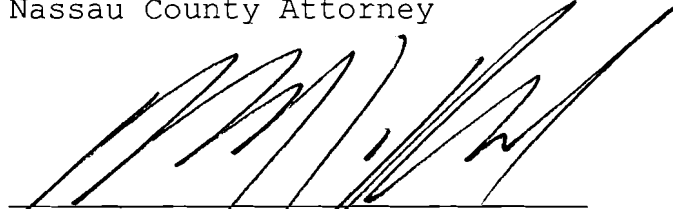
NICK D. DEONAS  
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

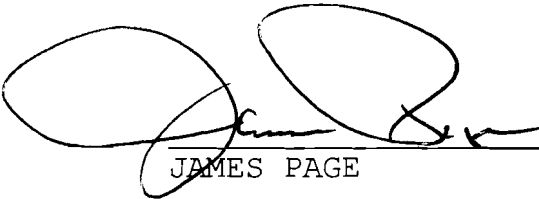
Approved as to form by the  
Nassau County Attorney



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MICHAEL S. MULLIN

PROPERTY APPRAISER  
NASSAU COUNTY



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JAMES PAGE

h/anne/agreements/jumpstart-prop-appraiser

EXHIBIT "A"

Nassau County

Parcel Map Conversion Services

THIS AGREEMENT, made as of the 17<sup>th</sup> day of June, 2002, by and between Nassau County, a political subdivision of the State of Florida, with its offices at Post Office Box 1010, Fernandina Beach, Florida 32035, hereinafter called the County, and JumpStart GIS, LLC, with its offices at 11301 Edgewood Farm Ct., Richmond, VA 23233, hereinafter referred to as "JumpStart."

WITNESSETH

THAT WHEREAS, the County desires parcel map conversion services to convert existing manual parcel maps into a consistent, unified, digital parcel map file, hereinafter collectively referred to as the "Project", and JumpStart desires, intends and has agreed to provide and perform the same for the County; now, therefore,

FOR AND IN CONSIDERATION of the mutual and respective covenants and agreements herein contained and made with respect to the performance and accomplishment of said Project by JumpStart and the payment therefore by the County, the County and JumpStart do hereby covenant and agree as follows:

SECTION 1 - SCOPE OF SERVICES

1.1 Kick-Off Meeting

JumpStart and Nassau County will convene a project kick-off meeting to define the pilot areas, provide JumpStart with the necessary source materials to begin conversion, and finalize contract and schedule items. Throughout the pilot project, the County and JumpStart will hold regular weekly conference calls to resolve any issues that arise.

1.2 Procedures Manual and Parcel Data Design

The County and JumpStart will jointly develop a procedures manual, which will serve as a general guide for the conduct of day-to-day operations and a database design document defining the layering scheme to be used and all other technical specifications for the individual features to be depicted within the County's unified digital parcel map. Jumpstart will be responsible for the delivery of this document. The initial procedures document will be available for the Pilot Project Review Meeting (Item 1.4). The final delivery of this document will coincide with the final delivery of the digital products.

1.3 Pilot Project

The County and JumpStart will jointly develop a pilot project, designed to identify specific County needs and requirements, and to test and evaluate the procedures to be followed by the County and by JumpStart in the Project's full production phase, for converting the County's manual, hard-copy parcel maps into a digitized ESRI format. The main goals of the pilot phase are to: produce a representative sample of the data; refine the process to satisfy the County's requirements and specifications; resolve any issues encountered during the pilot project and identify corrective measures; and document the procedures used to create the data, in the form of a procedures manual. In addition to telephonic, e-mail, and hard-copy communication throughout this phase, the County and JumpStart will hold a final, face-to-face pilot review meeting, in Nassau

County, to finalize procedures and processes to be utilized in the full-production phase of the Project.

#### 1.4 Pilot Project Review Meeting and Educational Session

The Pilot Project review meeting will review the results of the pilot project and will include a half-day, educational seminar for County personnel on the digital parcel mapping process and proposed procedures for future, in-house maintenance of the County's digitized parcel maps. At the end of the Pilot Project Review Meeting, the production data standards will be agreed upon as well as the conversion schedule and sequence.

In addition, options will be discussed and recommendations made regarding the County's ongoing parcel maintenance.

#### 1.5 Conversion of Manual County Parcel Maps

JumpStart will utilize a variety of County-provided sources, including existing manual, hard-copy parcel maps, plats, deeds and orthophotography, to develop a consistent, unified, digital parcel map of the entire County. County personnel will assist JumpStart in clarifying parcel-related questions as they arise.

As outlined in its proposal (Exhibit #2), JumpStart will scan existing manual, hard-copy parcel maps; construct parcel boundaries using a COGO mapping methodology where possible and appropriate. It will place property map annotation and conduct a 100 percent content review to ensure that all linework and annotation from the original maps has been duplicated on the digital product.

It will then build topology, assign the County's full parcel identifiers to each parcel polygon, and verify a one-to-one correspondence between the final, digitized graphic data and the County's non-graphic CAMA database.

The County will review JumpStart's initial product, on an incremental basis as depicted in 3.1 below, utilizing ArcView-based toolsets provided by JumpStart to the County. JumpStart will provide errata notes indicating all problem areas as a part of the initial review files.

#### 1.6 Ongoing Parcel Maintenance During Conversion

JumpStart will perform all parcel maintenance during the course of the conversion project and deliver a final dataset that is current to within sixty (60) days of the final delivery date. The County will keep records of all changes that occur subsequent to the initial delivery to JumpStart of manual, hard-copy parcel maps, and provide copies of these records to JumpStart, so that the final dataset can be updated accordingly.

#### 1.7 Training

In addition to the half-day training session outlined in 1.4 above, JumpStart will train County personnel on each of the processes referred to in this contract, ensuring the County's future in-house ability to maintain its county-wide, digital parcel coverage, linked to its CAMA data.

## 1.8 Project Deliverables

- a. Procedures Manual and Database Design Document. This document will be delivered in a MS Word 2000 format.
- b. Copies of all scanned, hard-copy manual parcel maps in TIF or comparable format.
- d. A complete, county-wide, digitized parcel map file, in ArcInfo format (linked to the County's CAMA database).
- e. Errata reports generated as part of the conversion process.

## SECTION 2 - RESPONSIBILITIES OF THE COUNTY

2.1 The County designates Elliott Wentworth, Nassau County GIS Chairman, or his designee, as its contract administrator with respect to the services to be rendered under this project. Such person shall have complete authority to transmit instructions and receive information with respect to JumpStart's services for the Project.

2.2 The County will identify County members to participate in the Project.

2.3 The County will provide facilities for all meetings and assistance in scheduling the participants. The contractor will generate meeting notes for all onsite meetings. The County will also generate meeting notes which shall become the official public record of Nassau County.

2.4 The County staff will be available as needed for review and consultation on data content.

## SECTION 3 - CONTRACT TERM

3.1 The following table outlines an advisory schedule for initial delivery, review, modification, and acceptance of converted parcels. JumpStart will make a good-faith effort to complete all project services within an eighteen (18) month time frame from issuance of written Notice to Proceed by the County. The County recognizes that its participation in source document collection and data review is essential to a timely completion of the project.

	<b>Parcels</b>	<b>Initial Delivery</b>	<b>County Review</b>	<b>Final Delivery</b>
Pilot	1000	7/1/02	8/1/02	9/1/02
Area01	2400	8/1/02	9/1/02	10/1/02
Area02	2400	9/1/02	10/1/02	11/1/02
Area03	2400	10/1/02	11/1/02	12/1/02
Area04	2400	11/1/02	12/1/02	1/1/03
Area05	2400	12/1/02	1/1/03	2/1/03
Area06	2400	1/1/03	2/1/03	3/1/03
Area07	2400	2/1/03	3/1/03	4/1/03
Area08	2400	3/1/03	4/1/03	5/1/03
Area09	2400	4/1/03	5/1/03	6/1/03
Area10	2400	5/1/03	6/1/03	7/1/03
Area11	2400	6/1/03	7/1/03	8/1/03
Area12	2400	7/1/03	8/1/03	9/1/03

Area13	2400	8/1/03	9/1/03	10/1/03
Area14	2400	9/1/03	10/1/03	11/1/03
Area15	2400	10/1/03	11/1/03	12/1/03

**SECTION 4 - PAYMENTS TO JUMPSTART**

4.1 The County as a political subdivision of the State of Florida is obligated and bound by the terms of this Agreement only to the extent that funds are lawfully appropriated therefore and are allocated and available to pay its obligations hereunder. In the event that and at such time as funds have not been appropriated or are not allocated or available to pay the County's obligations under this Agreement, then the County shall not be liable for any obligation to pay for the services referred to in this Agreement. The County, therefore, may at its option, terminate this Agreement in any fiscal year if funds have not been appropriated or authorized or are not available to meet its obligation to pay for the services rendered to in this Agreement.

4.2 For all services rendered or provided by or through JumpStart under this agreement, including any and all expenses and costs incurred by JumpStart with respect thereto, the County shall pay JumpStart as follows: a sum not to exceed \$259,000.00 (based on \$7.00 per parcel for 37,000 parcels). JumpStart will be paid a 15% start up fee of \$38,850.00, which will be credited to the County's per parcel billing. JumpStart will invoice the County on a per parcel basis (\$5.95 per parcel) for conversion completed according to the schedule in Table at 3.1. Invoices shall include an accurate parcel count. Each payment shall become due thirty (30) days after each final delivery and acceptance by the County.

**SECTION 5 - JUMPSTART'S RELATIONSHIP TO THE COUNTY**

5.1 It is expressly agreed and understood that JumpStart is in all respects an independent Contractor as to work and is in no respect any agent or employee of the County. The contract specifies the work to be done by JumpStart, but the method to be employed to accomplish the work shall be the responsibility of JumpStart.

5.2 JumpStart will disclose, to the County, prior to signing of this Agreement, the identity of any and all subcontractors to be utilized in the performance of this contract. Should the need arise, during the performance of this Agreement, for JumpStart to subcontract any services not previously identified, it may do so, but only with the prior approval of the County. No such approval will be construed as making the County a part of, or to, such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve JumpStart of its liability and obligation under this contract; and despite any such subcontracting the County shall deal through JumpStart, and subcontractors will be dealt with as representatives of JumpStart.

5.3 JumpStart shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the County. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of JumpStart's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

## SECTION 6 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, JumpStart agrees as follows:

6.1 JumpStart will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of JumpStart. JumpStart agrees to post in conspicuous places, available to employees or applicants for employment, notices setting for the provisions of this nondiscrimination clause.

6.2 JumpStart also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this additional nondiscrimination clause.

6.3 JumpStart, in all solicitations or advertisements for employees placed by or on behalf of JumpStart, will state that such contractor is an equal opportunity employer.

6.4 Notices, advertisements and solicitations placed in accordance with Florida law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this selection.

6.5 JumpStart will otherwise comply with all other applicable provisions of local, State and Federal law.

## SECTION 7 – CONFIDENTIALITY

7.1 To the extent permitted by law, all data and information gathered by JumpStart and any of its Subcontractors, and all reports, recommendations, drawings, specifications, photographs, and data shall be treated by JumpStart and its Subcontractors as confidential. Jumpstart and its Subcontractors shall not communicate or disclose the aforesaid matters to any third party or use them in advertising or publicity, nor in any other job or jobs, unless written consent is obtained from the County. Once all final deliverables are received and accepted by the County, all information contained therein will be treated as public information.

7.2 The County and JumpStart mutually agree not to use each other's name, either expressly or by implication, in any of their advertising or sales materials without prior written agreement.

7.3 The County retains all title and interest to the data and any reports associated with the Agreement including work in progress.

## SECTION 8 - TERMINATION

8.1 Either party may terminate this Agreement, in whole or in part, upon thirty days prior written notice to the other party, but such termination shall not relieve the County of its obligation to pay JumpStart for expenses incurred and services performed up to the date of termination.

## SECTION 9 – LIMITATION OF LIABILITY

9.1 If JumpStart, its employees or agents, fail for any reason, whether or not negligent, to fulfill the conditions as contained in this contract, the County's remedy shall be to receive a refund of all monies paid for the Project.



## SECTION 10 - COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

10.1 JumpStart, its officers, agents, employees, and subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the State of Florida, and the applicable rules and regulations of the agencies of the United States, the State of Florida, and Nassau County. Effective October 1, 2002, all social security numbers held by an agency or its agent, employees, or contractors are confidential and exempt from S.119.07(1) and S. 24(a), Art. 1 of the State Constitution. This exemption applies to all social security numbers held by an agency and its agent, employees, or contractors before, on or after the effective date of this exemption.

## SECTION 11 - CONFORMANCE OF AGREEMENT WITH THE LAW

11.1 It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

11.2 If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

## SECTION 12 - ENFORCEMENT

12.1 This Agreement and the performance hereof shall be governed by and enforced under the laws of the State of Florida, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefor shall lie in the Nassau County, Florida.

12.2 DISPUTE RESOLUTION - Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by Jumpstart. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

## SECTION 13 - NOTICES

13.1 All written notices required to be given by JumpStart to the County shall be addressed and mailed or delivered by any recognized guaranteed overnight delivery service signature required to Elliott Wentworth, Nassau County GIS Chairman, 213 Nassau Place, Yulee, Florida 32097.

13.2 All such notices required to be given by the County to JumpStart shall be addressed and mailed or delivered to Brad Llewellyn, JumpStart GIS, Inc., 11301 Edgewood Farm Ct., Richmond, VA 23233.

13.3 Invoices shall be submitted to the following: J. M. "Chip" Oxley, Jr., Clerk of Courts, Post Office Box 4000, Fernandina Beach, Florida 32035.

#### SECTION 14 - SUCCESSORS; ASSIGNMENT

14.1 The County and JumpStart respectively bind themselves, their partners, successors, assigns, and legal representatives, to the other with respect to all covenants and agreements herein contained and made. Neither the County nor JumpStart shall, however, assign or transfer any of its interest in or rights or obligations under this Agreement without the prior written consent of the other.

#### SECTION 15 - EXHIBITS; ENTIRE AGREEMENT; AMENDMENTS

15.1 The County and the Contractor hereby agree that the Contract specifications, which are attached hereto, and are incorporated herein and made a part hereof by reference as if fully set forth and include the following:

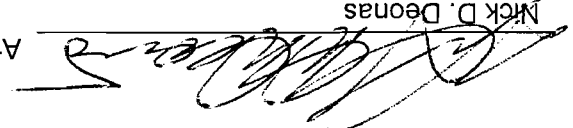
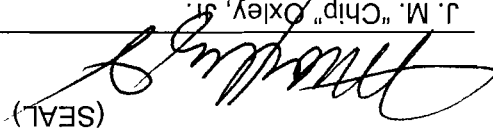
- Exhibit #1: Request for Qualifications – Tax Parcel Conversion Project
- Exhibit #2: JUMPSTART's Proposal data February, 2002

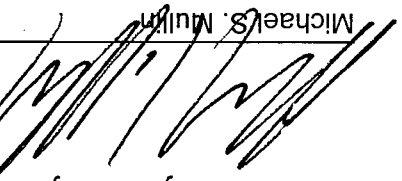
15.2 This Agreement, together with the said exhibits attached hereto, represents the entire Agreement between the County and JUMPSTART and supersedes all prior negotiations, representations, agreements, and understandings, written, or oral, made by either or both with respect to this Agreement and Project.

15.3 The terms, conditions, and provisions of this Agreement may be modified, amended, supplemented, deleted, or canceled only with the consent of and by prior written instrument duly signed by both the County and JumpStart.

IN WITNESS WHEREOF, the County and JumpStart have each caused this Agreement to be signed and sealed in its behalf, by its duly authorized officers or principals, in two (2) original counterparts, each of which counterparts shall be deemed the original Agreement without the need to account for the other and all of which counterparts together shall constitute but one and the same Agreement.

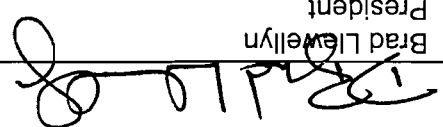
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

By:  Nick D. Deonas  
Chairman  
Attest:  J. M. "Chip" Oxley, sr.  
Ex-Officio Clerk  
(SEAL)

Approved as to form by the  
Nassau County Attorney:  
  
Michael S. Muir

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JUMPSTART GIS, Inc.

By:  Brad Llewellyn  
President  
Attest: \_\_\_\_\_

(SEAL)