

INTERLOCAL AGREEMENT  
FOR CONTRIBUTION TO LIDAR FUNDING

**THIS INTERLOCAL AGREEMENT** is made and entered into this 14th day of January 2009 ~~2008~~, by and between Nassau County, a political subdivision of the State of Florida, (hereinafter "County"), and the Town of Hilliard, a municipal corporation, (hereinafter "Hilliard").

WITNESSETH:

**WHEREAS**, the County has requested Hilliard provide funding for a project to acquire LIDAR survey data and orthophotography of Nassau County including the area located in and around the town limits of Hilliard; to convert the survey data into vector data; to develop Geographic Information System coverages of this data and orthophotography (hereinafter the "Project"); and to provide Hilliard with access to the data related to the area lying within the town limits and the area lying with a two mile radius of the town limits (hereinafter the "Hilliard Area"); and

**WHEREAS**, Hilliard has agreed to provide the sum of Twenty Five Thousand Dollars (\$25,000.00) toward the costs of the Project.

**NOW, THEREFORE**, in consideration of the foregoing premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound hereby agree as follows:

**1. Purpose.** The purpose of this Agreement is to clarify the parties' roles and obligations with respect to the Project.

**2. Responsibility of the Parties.**

**A.** Hilliard agrees, upon final execution of this Agreement, to provide financial assistance to the Project in the amount of Twenty Five Thousand Dollars (\$25,000.00). ~~in accordance to the Project cost estimate which is included in Attachment B.~~

**B. Responsibilities of the County.**

**i.** The County agrees to provide quarterly Project status reports, subsequent to the funding of Phase II, showing that the Project is being completed in accordance with this Agreement.

**ii.** The County agrees to acquire LiDAR survey data and orthophotography of Nassau County including the Hilliard Area; to convert this survey data into vector data; to develop

BAH  
DAH  
[Handwritten initials and signatures]

Geographic Information System coverages of this data and orthophotography; and to provide Hilliard intranet access, and user training for said access, to County's GIS data layers for the Hilliard Area, and publish existing and available planning data layers for the Hilliard Area. The County will not provide hard copy or customized maps pursuant to the terms of this Agreement.

- iii.** The County shall select a liaison for the Project and shall submit their name to Hilliard. The County may change liaisons upon written notice to the District.
- iv.** The County agrees to retain all records supporting the Project costs for three (3) years after the end of the fiscal year in which the final payment is released by Hilliard, except that such records shall be retained by the County until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.
- 3.** The County makes no warranties as to Hilliard's ability to resale this information.
- 4.** This Agreement shall take effect upon execution and shall terminate on September 30, 2008, unless such time is extended by the County.
- 5. Compliance with Codes and Laws.** The County agrees to abide by all applicable laws, orders, rules, and regulations. The County is also responsible for abiding by federal, state and local permits necessary for the development and completion of the Project.
- 6. Independent Contractor.** The parties agree that the County is an independent contractor and not an agent or servant of the Hilliard. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

7. **Liability.** The parties to this Agreement shall not be deemed to assume any liability for the negligence or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes.
8. **Breach and Opportunity to Cure.** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.
9. **Litigation Costs/Venue.** In the event that Hilliard or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in Nassau County, Florida.
10. **Notice.** Any notices required to be given under this Agreement shall be in writing and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the Hilliard:

Town of Hilliard  
15859 W. C.R. 108  
Hilliard, FL 32046  
 Attn: Town Clerk, legal notice

As to County:

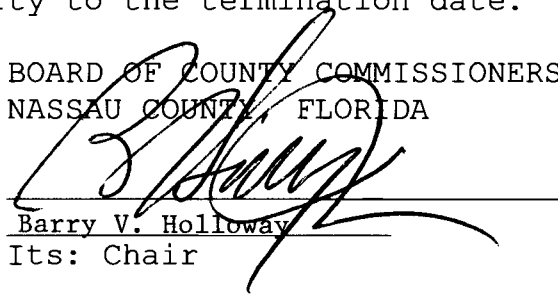
Nassau County  
 96161 Nassau Place  
 Yulee, FL 32097-3678  
 Attn: \_\_\_\_\_

11. **Modification and Amendment.** Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
12. **Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise

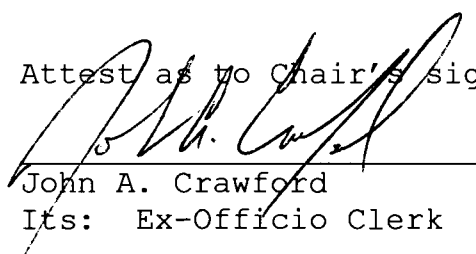
by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.
14. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
15. **Severability.** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.
16. **Assignment.** Neither party shall assign this Agreement or any interest hereunder without the express prior written consent of the other party.
17. **Entirety of Agreement.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.
18. **Termination for Cause:** Either party may terminate this Agreement for cause upon written notice to the other party. Either party may terminate for convenience by providing 30 days written notice of its intent to terminate. The terminating party will meet all of its obligations under this Agreement to the date of termination, including payment for any services rendered by the other party to the termination date.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
Barry V. Holloway  
Its: Chair

Attest as to Chair's signature:

  
\_\_\_\_\_  
John A. Crawford  
Its: Ex-Officio Clerk


*ENC 11/2/09*

Approved as to form by the


Nassau County Attorney:

  
\_\_\_\_\_  
David A. Hallman

Town Council for the  
Town of Hilliard

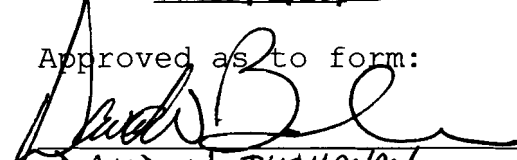
  
\_\_\_\_\_  
JOHN T. BEASLEY  
Its: COUNCIL PRESIDENT

Attest:

  
\_\_\_\_\_  
LISA PURVIS

Its: Town Clerk

Approved as to form:

  
\_\_\_\_\_  
DAVID W. BUCHANAN

**Phase I Work Items:**

1 Project Planning/Management/QA	369	\$	13.52	\$	4,988.88
2 Control Survey	369	\$	64.52	\$	23,807.88
3 Aerial Imagery - 1 ft. Orthos	369	\$	110.00	\$	40,590.00
6 LiDAR Data Acquisition	369	\$	285.35	\$	105,294.15
	369	\$	473.39	\$	174,680.91

**Phase II Work Items:**

1 Project Planning/Management/QA	369	\$	234.21	\$	86,425.49
2 Control Survey (QA/QC checkpoints)	369	\$	64.52	\$	23,807.88
4 Aerial Triangulation	369	\$	13.20	\$	4,870.80
5 Orthophoto Rectification	369	\$	34.10	\$	12,582.90
7 LiDAR/DTM Processing	369	\$	137.20	\$	50,626.80
8 Breakline Data Compilation	369	\$	292.60	\$	107,969.40
9 Final DTM/LAS Deliverables	369	\$	14.09	\$	5,199.21
10 Contour Deliverables	369	\$	97.09	\$	35,826.21
11 Reports - MTS and Metadata	369	\$	1.41	\$	520.29
	369	\$	888.42	\$	327,826.98

**Accuracy and Acquisition Parameters:**

Contractor shall perform the work with the following vertical accuracy:

**Data Vertical Accuracy**

FVA (open terrain)	0.60 ft (1 ft contour accuracy) (mandatory)
CVA (consolidated)	1.19 ft (2ft contour accuracy) (mandatory)
SVA (bare-earth, low grass)	1.19 ft (2ft contour accuracy) (mandatory)
SVA (brush lands/low trees)	1.19 ft (2ft contour accuracy) (mandatory)
SVA (forested area)	1.19 ft (2ft contour accuracy) (mandatory)
SVA (urban areas)	1.19 ft (2ft contour accuracy) (mandatory)

**Data Acquisition Parameters**

Acquisition Altitude AMT	800 meters
Scan frequency	32 hertz
Raw LiDAR point density	4 points per square meter
Maximum full scan angle	32 degrees (+/- 16 degrees from nadir)
GPS baselines	less than or equal to 30 Km
Maximum flightline lengths	less than or equal to 80 Km
Sidelap	50%