

AGREEMENT
BETWEEN
TERESA L. BISHOP
AND
KINGS BAY IMPACT COORDINATING COMMITTEE
AND
THE NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT, made and executed this 1st day of July, 1985, by and between Teresa L. Bishop, whose mailing address is 494 Eldridge Gerry Street, Orange Park, Florida, 32073, party of the first part; the KINGS BAY IMPACT COORDINATING COMMITTEE (KBICC), party of the second part; and the Nassau County, Board of County Commissioners, party of the third part, is entered into for the purpose of securing a consultant to perform Cartographic Services, and

WHEREAS, it is in the best interest of Nassau County to enter into a special contract with the above named individual as a Part-Time Consultant to perform Cartographic Services for the Building and Zoning Department, and

WHEREAS, the KBICC has approved \$ 2,880.00 of Trident Community Impact Assistance funds as authorized and appropriated by Section 801 of P. L. 96-418, as amended, for the purpose of Cartographic Services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment of the Consultant. The party of the second part hereby agree to engage the consultant, Teresa L. Bishop, and the consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.

2. Scope of Services. Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Nassau County Commission, Planning and Zoning Director or their authorized agent, the work and services described on the "Scope of Services" which is attached to this contract as Attachment "A" and made a part hereof.

3. Time of Performance. The services of the consultant are to commence on June 24, 1985 and shall terminate on or before October 4, 1985 unless extended by mutual consent of the parties.

4. Compensation. The consultant shall be compensated for the work and services to be performed under this contract. The total compensation and reimbursement to be paid to the consultant under this contract shall be the sum of \$2880.00.

5. Progress Payments. The consultant shall be entitled to receive progress payments at the rate of \$4.50 per hour. The consultant shall keep a time sheet showing the progress of the projects defined in the scope of services which shall be reviewed and approved by the Nassau County Planning and Zoning Director for purposes of providing the progress payments. Approximately one-quarter (1/4) of the scope of work shall be completed during each four week segment of the contract period.

6. Consultant's Personnel. Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract, other than in-kind specifically noted.

7. Inspections. Authorized representatives of Client(s) may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Consultant shall be made available to authorized representatives of Client(s) for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated.

8. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to the costs incurred on the Project and the period of the contract, for inspection by Client(s) and, if the work and services to be performed under this contract are wholly or partially funded with Federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

9. Audit. Client(s), their granting agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, or papers and records of the contract which are directly pertinent to this grant program for the purpose of making audits, examinations, excerpts, and/or transcriptions as may be required.

10. Rights in Documents, Materials and Data Produced. Consultant agrees that all reports, drawings, studies, specifications, estimates, maps computations, and other data prepared by or for him under the terms of this contract shall be delivered to, become and remain the property of Client(s) upon termination or completion of the work. Client(s) shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this Agreement. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Consultant or its subcontractors unless specifically authorized by Client(s).

11. Publication and Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of the Client(s) or its authorized agent. All such reports, information, data, etc., shall be kept confidential by the Consultant, until Client(s) or their authorized agent authorizes the release of same, notwithstanding specific provisions of applicable Florida Sunshine Laws.

12. Interest Of Consultant. The Consultant covenants that neither the Consultant nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor their agents, employees, or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed by the Consultant as an agent, subcontractor or otherwise. If the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

13. Equal Employment Opportunity. The Consultant will not discriminate against any employée, applicant for employment or subcontractor because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to insure that applicants are employed, and subcontractors are selected and that employee are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfers; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.


14. Changes. Client(s) may require changes in the work and service which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between Client(s) and the Consultant, shall be incorporated in written amendments to this contract.

15. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of Client(s) or their authorized agent.

16. Termination of the Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this contract, Client(s) shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials collected or produced under this contract (as more fully described in paragraph 13 thereof) shall, at the option of Client(s), become their property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials. Notwithstanding the foregoing, the Consultant shall not be relieved of liability to Client(s) for damages sustained by Client(s) by virtue of any breach of this contract by the Consultant for the purpose of set-off for damages caused by the Consultant's breach, until such time as the exact amount of damages to Client(s) from the Consultant is determined.

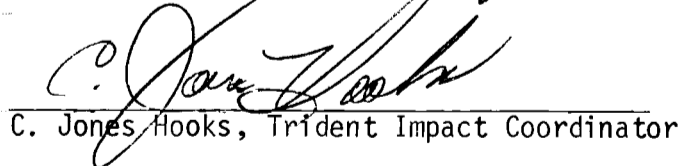
17. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Florida and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



KINGS BAY IMPACT COORDINATING COMMITTEE




C. Jones Hooks, Trident Impact Coordinator

NASSAU COUNTY BOARD OF COMMISSIONERS


John Claxton, Chairman


T.J. "Jerry" Greeson, Nassau County Clerk