

A G R E E M E N T


THIS AGREEMENT entered into this 25th day of July, 1988, by and between RONALD FEATHERSTON, hereinafter referred to as "Coordinator", and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereinafter referred to as "County". For and in consideration of ten and no/100 dollars (\$10.00), the parties agree as follows:

1. Coordinator shall serve as the County's 911 Coordinator.
2. The Public Safety Director shall supervise the Coordinator, pursuant to County's directives.
3. The County agrees to pay Coordinator compensation at a rate of ten dollars (\$10.00) per hour. Said compensation shall not exceed thirty (30) hours perweek. Said compensation shall not include "fringe" benefits. The exact compensation shall be pursuant to the Public Safety Director's recommendations to the Board of County Commissioners, and the Director shall retain accurate records indicating the exact amount of time spent by Coordinator.
4. This Agreement may be terminated by either party upon thirty (30) days' written notice.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA




RONALD FEATHERSTON



CHARLES A. PICKETT

Its: Chairman

ATTEST:



T. J. GREESON

Its: Ex-Officio Clerk

A G R E E M E N T

THIS AGREEMENT entered into this 18th day of October, 1988, by and between RON FEATHERSTON, hereinafter referred to as "Coordinator", and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereinafter referred to as "County".

WHEREAS, Ron Featherston has been acting as the County's 911 Coordinator; and

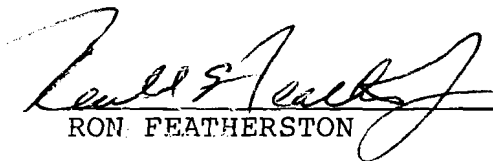
WHEREAS, as the 911 Coordinator, he has produced an updated magnetic, computerized map which is essential to the 911 system; and

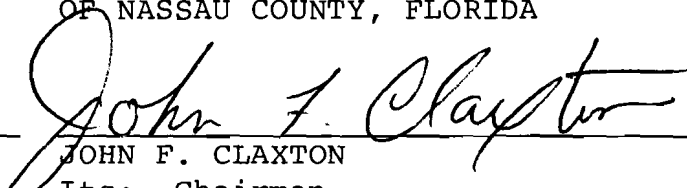
WHEREAS, this updated magnetic, computerized map is necessary for the 911 system for Nassau County.

The parties, therefore, agree as follows:

1. The County agrees to pay the sum of one thousand eight hundred dollars (\$1,800.00) for the updated magnetic, computerized map. Said amount shall be paid forthwith.


BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA


RON FEATHERSTON


JOHN F. CLAXTON

Its: Chairman

ATTEST:


T. J. GREEN

Its: Ex-Officio Clerk

AGREEMENT

This agreement made and entered into this 18th day of October, 1988 by and between the Nassau County Board of County Commissioners hereinafter referred to as "The County", and Ronald E. Featherston Jr., hereinafter referred to as "The Consultant".

Whereas, The County is in the process of setting up and implementing a E-911 SALI System, and

Whereas, The County is desirous of retaining a consultant to aid in implementation of the E-911 SALI System in a timely and cost effective manner, and

Whereas, The Consultant has expertise in Computer Mapping, Civil Engineering, Networking and Communications.

NOW THEREFORE, IT IS AGREED AS FOLLOWS;

1. SERVICE AND TERM. The Consultant agrees to provide consulting services to The County to help The County convert, translate, define, explain, assist, document, recommend actions, items, or processes necessary in The County implementation and activation of the E-911 SALI System. The Consultant will work at the direction of The County designated representative named herein, buy a task order (scope of work) Attachment "A", for assistance defined or required by The County. The Consultant will assist The County in clarifying and defining technical and telecommunications industry terms and participate in such E-911 SALI System related projects as requested by The County. Upon request by The County, The Consultant will attend meetings, participate in conferences and teleconferences, and otherwise assists The County as directed.

The Consultant's obligations under this Agreement shall continue until a satisfactory in-service operation of the E-911 SALI System occurs or until The County and The Consultant have mutually agreed to terminate this agreement, except that the Consultant shall have the right to terminate this agreement after the expiration of 280 days from the date hereof.

2. COMPENSATION. The County agrees to pay to The Consultant as compensation for his services, on a bi-monthly basis per Attachment "B", under this Agreement The Consultant agrees to issue bi-monthly invoices to The County during the duration of this Agreement for work performed during the previous period. Each invoice shall describe in detail the dates and amounts of time spent pursuant to this Agreement. Upon review and approval of such invoice by the The County, payment shall be made to The Consultant within ten (10) days by the The County. The County shall also pay The Consultant's expenses such as those for telephone bills and copy charges (per attachment "B") incurred in performance of a task order. The County shall pay to The Consultant travel expenses for trips when The Consultant is directed by the The County to travel to such places as are necessary in performance of a task order.

The maximum amount which shall be paid pursuant to this Agreement shall be the sum of \$30,715.00 (per Attachment "B"), which shall not be exceeded unless the consultant notifies the The County in advance that funds remaining are insufficient per task order, at which time the The County will authorize the expenditure of such additional funds as may be agreed upon or the consultant will cease work when the remaining funds have been expended.

3. RECORDS. The Consultant agrees to maintain all books, records, documents and papers pertaining to work performed under this Agreement and to make such materials available to the The County at all reasonable times during the contract period and for five years after termination of the Agreement.

All documents, including notes, estimates and data produced in performance of any of the services furnished under this Agreement shall be the sole property of the The County. The County shall have the right to use said documents for any purpose whatsoever. The Consultant agrees to make copies of any such documents for the The County upon request of the The County.

4. REPRESENTATIVES OF The County and The Consultant. It is understood that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The County and The Consultant agree to designate, in writing, a person who shall have the authority to transmit instructions, receive information, and to act on behalf of the The County or The Consultant pertinent to work covered by this Agreement. Any change in such designated persons shall be communicated to the other party in writing. all notices, demands, or other writings provided for in this Agreement to be given, made, or sent , or which may be given, made, or sent, by either party to the other, shall be deemed to have been fully given, made, or sent when made in writing and deposited in the United States mail and addressed to the address of each party's designated representative.

The names and mailing addresses of the parties designated pursuant to this paragraph are:

TO: Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32034

TO: Ronald E. Featherston Jr
34 N 14th Place
Fernandina Beach, FL 32034

5. EXTENSION OF THIS AGREEMENT. The County shall have the right to extend this Agreement. The purpose of such extension shall be to retain The Consultant to aid the The County during and after implementation of the E-911 SALI System and other communication requirements which may arise incident thereto. Any such extension shall be communicated in writing to The Consultant and shall be contingent upon the The County and The Consultant coming to an Agreement for the amount of compensation to be paid to The Consultant for such work.

6. OTHER

A. Conflict of Interest. The Consultant agrees that it will not contract of or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with The County.

b. Assignment. The County and The Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement, and to the partners, successors, legal representatives, and assigns neither the The County nor the The Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

C. Independent Contractor. It is agreed by the parties that, at all times for all purposes within the scope of the agreement, the relationship of The Consultant to The County is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find The Consultant an employee of The County, and The Consultant shall be entitled to none of the rights, privileges or benefits of The County employees.

D. Equal Opportunity Employment. The Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

E. Indemnification. The Consultant agrees to hold harmless, indemnify and defend The County, its officers, employees and agents against any and all claims, causes, losses, damages or lawsuits for damages, liability and expenses arising from, or allegedly arising from any negligent act, error or omission related to the provisions of services hereunder by The Consultant and its subcontractors.

F. Requirements of a Writing. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

G. All Prior Agreements Superseded. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto.

H. Modifications, Amendments or Alterations. 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 familiarity and of equal dignity herewith.

I. Termination.

(a) The County may, by written notice to the Consultant terminate this Agreement or any work order issued here under, in whole or in part, at any item, either for The County convenience or because of the failure of The Consultant to fulfill this Agreement obligations. Upon receipt of such notice, The Consultant shall:

(1) Immediately discontinue all services affected (unless the notice directs otherwise), and,

(2) Deliver to the The County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by The Consultant in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of The County, The Consultant shall be paid compensation for its services performed to the date of termination.

(c) If the termination is due to the failure of The Consultant to fulfill their Agreement obligations, The County may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, The Consultant shall be liable to The County for reasonable additional costs occasioned to The County thereby. The Consultant shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of The Consultant.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that The Consultant had not so failed, the termination shall be deemed to have been affected for the convenience of The County.

(e) The rights and remedies of The County provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

J. Attorney Fees. If The County incurs any expense in enforcing the terms of this Agreement, whether suit be brought or not, The Consultant agrees to pay all such costs and expenses, including but not limited to, court costs, interest and reasonable attorney's fees.

K. Venue. This Agreement shall be governed by the Laws of the State of Florida. Venue for any Court proceeding or litigation shall be in the County or Circuit Court in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have made and executes
this Agreement for the purposes stated herein.

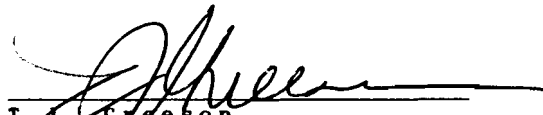
DATE: October 18, 1988

ATTEST:

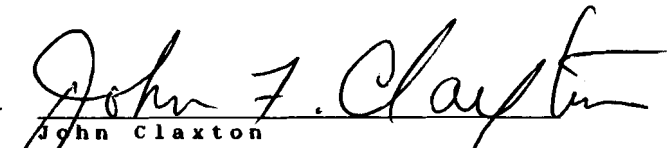


Ronald E. Featherston Jr.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FL



T.S. Gageson
Its: EX-OFFICIO CLERK



John Claxton
Its: CHAIRMAN OF THE BOARD

ATTACHMENT "A"

SCOPE OF WORK

- A. Project Title and Location:
SETUP ALI DATABASE AND MAINTAIN 911 COORDINATION
- B. Description of Services (by task)
 - 1. Produce Master Street Address Guide
 - 2. Produce master set of county maps for addressing purposes including parcel and zoning information attached to a GIS database..
 - 3. Act as 911 Coordinator at the direction of the Director of Emergency Services.
 - 4. Recommend street name changes and assignment of permanent street numbers and names.
 - 5. Fulfillment of E-911 SALI System requirements.

ATTACHMENT "B" 911 ALI DATABASE SETUP THRU JUNE 1989

	1988 OCTOBER	1988 NOVEMBER	1988 DECEMBER	1989 JANUARY	1989 FEBUARY	1989 MARCH	1989 APRIL	1989 MAY	1989 JUNE	TOTAL PERIOD
ALI DATABASE										
SALARY	\$900.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$22,500.00
HARDWARE LEASE	\$1,256.56	\$1,256.56	\$1,256.56	\$1,256.56	\$1,256.56	\$1,256.56	\$1,256.56	\$1,256.56	\$1,256.56	\$11,309.04
HARDWARE BOUGHT	\$264.90									\$264.90
SOFTWARE BOUGHT	\$708.00									\$708.00
MOBILE PHONE PURCHASE										
MOBILE PHONE SERV.	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$315.00
MOBILE PHONE CALLS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$900.00
SOFTWARE TRAINING	\$1,500.00	\$1,500.00			\$1,500.00					\$3,000.00
ASSOC. CONFERENCES	\$200.00								\$2,000.00	\$2,200.00
TRAVEL	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$1,800.00
OFFICE EQUIPMENT	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$450.00
MISC.										
	\$5,214.46	\$5,841.56	\$4,341.56	\$4,341.56	\$5,841.56	\$4,341.56	\$4,341.56	\$4,341.56	\$6,341.56	\$43,446.94

A G R E E M E N T

THIS AGREEMENT made and entered into this 14th day of July, 1989, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, Florida, hereinafter referred to as "County", and RONALD E. FEATHERSTON, JR., hereinafter referred to as the "Consultant".

WHEREAS, the County is desirous of continuing to retain a consultant to aid in implementation of the E-911 SALI System in a timely and cost effective manner.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SERVICE AND TERM. The Consultant agrees to provide consulting services to the County to help the County convert, translate, define, explain, assist, document, recommend actions, items, or processes necessary in the County's implementation and activation of the E-911 SALI System. The Consultant will work at the direction of the EMS Director, pursuant to a task order (scope of work) set forth in Attachment "A". The Consultant will assist the County in clarifying and defining technical and telecommunications industry terms and participate in E-911 SALI System related projects as requested by the County. Upon request by the EMS Director, the Consultant will attend meetings, participate in conferences and teleconferences, and other assist the County as directed.

The Consultant's obligations under this Agreement shall continue until a satisfactory in-service operation of the E-911 SALI System occurs or until the County and the Consultant have mutually agreed to terminate this Agreement, except that the County shall have the right to terminate this Agreement with thirty (30) days notice to Consultant. *ONE YEAR TERM.* ^{40.} 1

2. COMPENSATION. The County agrees to pay the Consultant as compensation for his services, on a bi-monthly basis, ^{12.} ~~pursuant to the budget adopted by the County, under this Agreement.~~ 2 The

Consultant agrees to issue invoices, as set forth herein, to the County during the duration of this Agreement for work performed during the previous period. Each invoice shall describe in detail the dates, the work performed, and the amounts of time spent for each invoiced period pursuant to this Agreement. Upon review and approval of such invoice by the EMS Director and the invoice being presented to the Clerk's office, payment shall be made to the Consultant within ~~forty-five~~ ^{thirty} ~~(45)~~ ³⁰ days by the County. The County shall also pay, after the EMS Director's verification, the Consultant's expenses such as those for telephone bills and copy charges, incurred in the performance of a task order. The County shall not pay Consultant's personal expenses or phone calls not related to a specific County task. The County shall pay to the Consultant travel expenses for trips when the Consultant is directed by the County to travel to such places as are necessary in the performance of this Agreement with the County.

The maximum amount which shall be paid pursuant to this Agreement shall be the sum of \$ 34,800.00 ^{base salary} (pursuant to ^②) including ^{\$200.00 TRAVEL ALLOWANCE} ~~(the budget adopted by the County)~~, which shall not be exceeded unless the EMS Director and Consultant approves said additional amounts.

3. RECORDS. The Consultant agrees to maintain all books, records, documents, and papers, pursuant to County requirements, pertaining to work performed under this Agreement and to make such materials available to the County at all reasonable times during the contract period and for five (5) years after termination of this Agreement.

All documents, including notes, estimates, and data produced in performance of any of the services furnished under this Agreement, shall be the sole property of the County. The County shall have the right to use said documents for any purpose

whatsoever. The Consultant agrees to make copies of any such documents for the County upon the County's request.

4. REPRESENTATIVES OF the County and the Consultant. It is understood that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The Consultant shall report to the EMS Director, pursuant to the EMS Director's guidelines.

The names and mailing addresses of the parties designated pursuant to this Paragraph are:

Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32034

Ronald E. Featherston, Jr.
34 North 14 Place
Fernandina Beach, Florida 32034

5. EXTENSION OF THIS AGREEMENT. The County shall have the right to extend this Agreement. This purpose of such extension shall be to retain the Consultant to aid the County during and after implementation of the E-911 SALI System and other communication requirements which may arise incident thereto. Any such extension shall be communicated in writing to the Consultant and shall be contingent upon the County's and the Consultant's coming to an Agreement for the amount of compensation to be paid to the Consultant for such work.

6. OTHER

A. Conflict of Interest. The Consultant agrees that he will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.

B. Assignment. The County and the Consultant each binds itself and its successors, legal representatives, and assigns to

the other party to this Agreement, and to the partners, successors, legal representatives, and assigns neither the County nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

C. Independent Contractor. It is agreed by the parties that, at all times for all purposes within the scope of the Agreement, the relationship of the Consultant to the County is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Consultant an employee of the County and the Consultant shall be entitled to none of the rights, privileges, or benefits of the County's employees.

D. Equal Opportunity Employment. The Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provisions shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

E. Indemnification. The Consultant agrees to hold harmless, indemnify, and defend the County, its officers, employees, and agents against all claims, causes, losses, damages, or lawsuits for damages, liability, and expenses arising from, or allegedly arising from any negligent act, error, or omission related to the provisions of services hereunder by the Consultant and its subcontractors.

F. Requirements of a Writing. Any alterations, amendments,

deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

G. All prior Agreements Superseded. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto.

H. Modifications, Amendments, or Alterations. 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 familiarity and of equal dignity herewith.

I. Termination.

(a) The County may, by written notice to the Consultant, terminate this Agreement or any work order issued hereunder, in whole or in part, at any item, either for the County's convenience or because of the failure of the Consultant to fulfill this Agreement obligations. Upon receipt of such notice, the Consultant shall:

(1) Immediately discontinue all services affected (unless the notice directs otherwise), and,

(2) Deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the County, the Consultant shall be paid compensation for its services performed to the date of the termination.

(c) If the termination is due to the failure of the

Consultant to fulfill its Agreement obligations, the County may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the Consultant shall be liable to the County for reasonable additional costs occasioned to the County and shall not be eligible to receive compensation for services prepaid to date of termination.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been affected for the convenience of the County.

(e) The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

J. Attorney's Fees. If the County incurs any expense in enforcing the terms of this Agreement, whether suit be brought or not, the Consultant agrees to pay all such costs and expenses, including, but not limited to, court costs, interest, and reasonable attorney's fees.

K. Venue. This Agreement shall be governed by the Laws of the State of Florida. Venue for any Court proceeding or litigation shall be in the County or Circuit Court in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have made and execute this Agreement for the purposes stated herein.

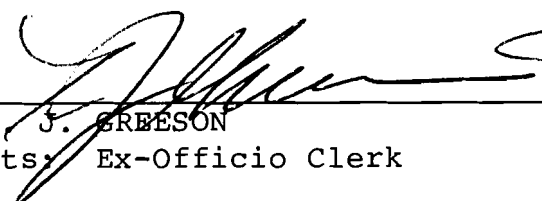
DATED this 14th day of July, 1989.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


HAZEL E. JONES
Its: Vice Chairman

ATTEST:

CONSULTANT:


T. J. GREESON
Its: Ex-Officio Clerk


RONALD E. FEATHERSTON, JR.

ATTACHMENT "A"

SCOPE OF WORK

- A. Project Title and Location:**
SETUP ALI DATABASE AND MAINTAIN 911 COORDINATION
- B. Description of Services (by task)**
 - 1. Produce Master Street Address Guide**
 - 2. Produce master set of county maps for addressing purposes including parcel and zoning information attached to a GIS database..**
 - 3. Act as 911 Coordinator at the direction of the Director of Emergency Services.**
 - 4. Recommend street name changes and assignment of permanent street numbers and names.**
 - 5. Fulfillment of E-911 SALI System requirements.**