

Standard Form of Agreement Between Owner and Consultant

AGREEMENT

Made as of the 9th day of August in the year Nineteen Hundred and Ninety Nine

BETWEEN the Owner: Nassau County Board of County Commissioners
191 Nassau Place
Yulee, Florida 32097
Attention: Mr. Mike Mullin

And the Consultant: Furtherance Telecommunication Inc. (FTC)
14677 U. S. Highway 301 S.
Post Office Box 1184
Starke, FL 32091

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

- 1.1.1 The Consultant's services consist of those services performed by the Consultant and Consultant's employees and consultants. Consultant shall perform the services pursuant to the time line set forth in Exhibit "A" attached hereto and made a part hereof.
- 1.1.2 HARRY GREEN shall be FTC's project manager on this project. He shall be responsible for completing FTC's obligations under this contract. The project manager for NASSAU COUNTY shall be THE DIRECTOR OF EMERGENCY PLANNING AND OPERATIONS OR HIS DESIGNEE.
- 1.1.3 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which may be adjusted as the Project proceeds. The schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction. The established schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- 1.1.4 The services covered by this Agreement are subject to the following time limitations:
 - 1.1.4.1 FTC shall respond to Nassau County's requests within forty-eight (48) hours of the date of the written notification of the request. Written notification shall be sent by the COUNTY to: Furtherance Telecommunications, Inc., 14677 U.S. Highway 301 South, Starke, Florida 32091.

- a. Initial training and equipment verification
- b. Global Positioning System (GPS) Data Collection
- c. Centerlining
- d. Master Street Addressing Guide (MSAG) and Mapping compiling (installation and correction of database)

ARTICLE 2
SCOPE OF CONSULTANT'S BASIC SERVICES

2.1 INSTALLATION OF RTDGPS

FTC will install in county's vehicles, GPS units purchased by the "THE COUNTY" to digitize roads and structures within twenty one working days of Notice To Proceed.

2.2 SOFTWARE AND SOURCE MATERIALS

2.3 STREET NAME AND ADDRESSING STANDARDS FOR NASSAU COUNTY

After an addressing standard meeting, FTC will assist with building street name and addressing standard if THE COUNTY does not have one. We will need this in writing before we start Centerlining. The addressing standard meeting shall take place within thirty (30) days after the Notice to Proceed.

2.4 GEOFILE BUILD

FTC will assist THE COUNTY and train persons designated by THE COUNTY to build a geofile consisting of the following tasks:

2.4.1 COLLECT STREET CENTERLINES FROM FIELD GPS.

- 2.4.1-A Generate all centerlines from field GPS
- 2.4.1-B General all block ranges

2.4.2 STREET NAMING AND ADDRESSING OF STREET SEGMENTS

- 2.4.2-A Number and/or name all unnamed streets
- 2.4.2-B Address all unaddressed streets
- 2.4.2-C Generate the address grid
- 2.4.2-D Generate Emergency Service Number (ESN) and other boundary layers that can be built by NASSAU COUNTY.
- 2.4.2-E Generate MSAG and Postal Service Block Range Maps

2.4.3 GENERATE THE LAKES AND MAJOR RIVERS LAYER

2.4.4 GENERATE THE SECTION, TOWNSHIP & RANGE LAYERS

2.4.5 CORRECTIONS AND DATABASE GUIDELINE

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2.4.6 MAINTENANCE AND TRAINING AND FINAL CORRECTION

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In final corrections of the map there will be structures that the address will not be positionally correct.

FTC will ensure the applicable staff is available to fully complete all obligations of this contract.

**ARTICLE 3
ADDITIONAL SERVICES**

3.1 GENERAL

3.2 ADDITIONAL SERVICES

- 3.2.1 MR. GPS Tech support for 911 software license, furnished by FTC.
- 3.2.2 Map Operations Manager (MOM) Tech Support, furnished by FTC.
- 3.2.3 MapInfo Tech support yearly, furnished by FTC.
- 3.2.4 Make recommendations as to needed hardware and software for project.

**ARTICLE 4
OWNER'S RESPONSIBILITIES**

- 4.1 The OWNER shall establish a proposed overall budget for the Project.
- 4.2 The OWNER shall designate a representative authorized to act on the OWNER'S behalf with respect to the Project. The OWNER or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.
- 4.3 The following source materials may be required for this project. These items shall be available within thirty (30) days after request. We will order them on an as needed basis:

- 4.3.1 Low level aerial photography
- 4.3.2 TELCO ALI FILES
- 4.3.3 Original maps and aerial photographs
- 4.3.4 U S P S Edit sheets

4.4 Prompt written notice shall be given by the OWNER to the CONSULTANT if the OWNER becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.5 Assign new addresses to all unaddressed structures.

ARTICLE 5 MEDIATION

5.1 Mediation: Claims, disputes or other matters in question between the parties of 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 prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by either party upon not less than seven day's written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 6.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.
- 6.3 This Agreement may be terminated by the Owner upon not less than seven day's written notice to the Consultant in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Consultant may terminate this Agreement by giving written notice. All equipment and hardware furnished by the Consultant for this project will remain with the Owner.
- 6.4 Failure of the Owner to make payments to the Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 6.5 If the Owner fails to make payment when due the Consultant for services and expenses, the Consultant may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

- 6.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with any Reimbursable Expenses then due.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 7.2 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants to this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.
- 7.3 This agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.
- 7.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.
- 7.5 No Consequential Damages:

In no event will FTC be held liable for any special, indirect, punitive, incidental, or consequential damages, whether based upon lost goodwill, lost profits, loss or performance of any products or other property. Loss of impairment of data or software, or otherwise, subject to the provisions and limitations of Florida Statute 768.28 and the Florida Constitution, arising out of usage of the geofile by the County, its agent, delegation, or employees regardless of whether FTC has been notified of the possibility of such damages or if such damages could have been reasonably foreseen, FTC shall take affirmative action to notify County of any foreseeable problems.

- 7.6 Ownership of Data:
- 7.6.1 All manuscripts, base sheets, tracings, maps, or other sources used or produced as interim or final products in execution of this work shall become the property of NASSAU COUNTY.
- 7.6.2 No product or item produced pursuant to this agreement shall be used or marketed by FTC for any purpose other than to fulfill the contract requirements as specified, unless authorized to do so in writing by NASSAU COUNTY.

7.6.3 NASSAU COUNTY agrees to provide FTC annual updates on the street segment database for a period of five (5) years after the contract completion date.

7.6.4 All software and hardware provided to NASSAU COUNTY to facilitate this project will permanently belong to NASSAU COUNTY.

7.7 Non-Waiver:

No delay or failure of FTC in exercising any right thereunder and no partial or single exercise thereof shall be deemed of itself to constitute waiver of such right or any other right thereunder.

ARTICLE 8 BASIS OF COMPENSATION

8.1 CHARGES AND PAYMENT SCHEDULE

8.1.1 CHARGE SCHEDULE

TOTAL COSTS FOR THIS CONTRACT NOT TO EXCEED: \$41,740.00

Equipment to be provided by FTC to complete this Project:

	<u>QUANTITY</u>
MAPINFO TELEPHONE SUPPORT (one year)	1
SATELLITE BASED REAL TIME GLOBAL POSITIONING SYSTEM (GPS)	2
MAP REALITY (MR) GPS SOFTWARE LICENSES	2
MR GPS TECH SUPPORT	2
MAP OPERATIONS MANAGER LICENSE	1
MAP OPERATIONS MANAGER TECH SUPPORT	1
MAP INFO FOR WINDOWS ver. 5.5	1


8.1.2 PAYMENT SCHEDULE

FTC will submit to NASSAU COUNTY a bill after the completion of each of the identified phases as outlined in Paragraph 1.1.4.2.

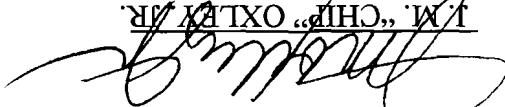
8.2 BASIC COMPENSATION

8.2.1 Payments are due and payable pursuant to the Florida Prompt Payment Act. Amounts unpaid after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. (Insert rate agreed upon) -0-percent.

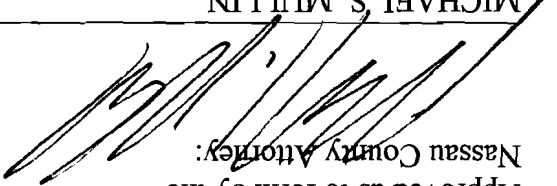
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


J. H. COOPER
Its: Chairman

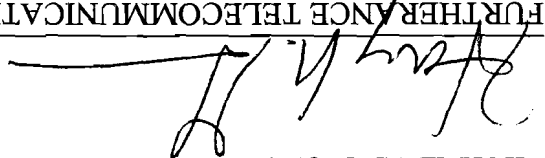
ATTEST:


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

Approved as to form by the
Nassau County Attorney:


Nassau County Attorney:

MICHAEL S. MULLIN


MICHAEL S. MULLIN

FURTHERANCE TELECOMMUNICATIONS, INC.
STARKE, FLORIDA

EXHIBIT "A"

NASSAU COUNTY TIME LINE 1.1.4.2 OF CONTRACT FOR NASSAU COUNTY

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL	
TASK																						
A	←→																					2
B			←→																			3
C						←→																9
D															←→						6	
	←→																				20	

- ←→ ORDER EQUIPMENT, INSTALL AND CALIBRATE, SET UP MEETING AND STREET NAME CONVENTIN
- ←→ GPS DATA COLLECTION
- ←→ CENTERLING AND INSTALL BLOCK RANGES
- ←→ MSAG AND MAPPING COMPILING INSTALLING STRUCTURES
- ←→ TOTAL TIME REQUIRED TO COMPLETE PROJECT

ASSIGNMENT

WHEREAS, the Nassau County Board of County Commissioners (County) and FURTHERANCE TELECOMMUNICATION INC. (FTC), entered into an Agreement dated August 9, 1999. A copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the work to be performed by FTC is directly related to 911 operations; and

WHEREAS, the Sheriff of Nassau County, at the request of the Board of County Commissioners, is now responsible for 911 and its operations;

WHEREAS, the County is desirous of assigning the rights and responsibilities of the Agreement with FTC to the Sheriff of Nassau County.

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

1. The County hereby assigns its rights and responsibilities pursuant to the Agreement set forth above to the Sheriff of Nassau County.

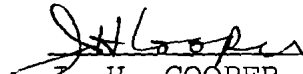
2. FTC hereby agrees to and accepts the assignment of said Agreement to the Sheriff of Nassau County and holds the County harmless therefrom.

3. All of the rights and responsibilities and obligations of the County pursuant to the Agreement shall become the rights,


responsibilities and obligations of the Sheriff of Nassau County.

4. The Sheriff of Nassau County hereby consents to the assignment of the Agreement to him and fully accepts the rights, responsibilities and obligations of said Agreement and holds the County harmless therefrom.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


J. H. COOPER
Its: Chairman

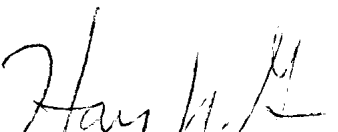
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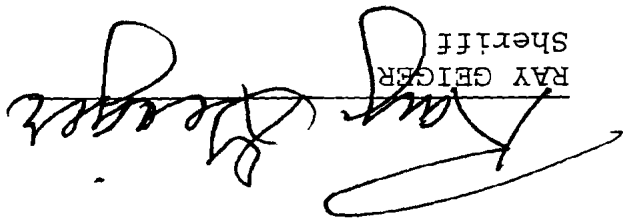
FURTHERANCE TELECOMMUNICATIONS INC.


HARRY M. GREENE
Its: President

(Signatures continue on next page)

43/a: furtherance-assign

RAY GEIGER
 Sheriff



SHERIFF OF NASSAU COUNTY

Standard Form of Agreement Between Owner and Consultant

AGREEMENT

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SCOPE OF CONSULTANT'S BASIC SERVICES**

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ARTICLE 8 BASIS OF COMPENSATION

8.1 CHARGES AND PAYMENT SCHEDULE

8.1.1 CHARGE SCHEDULE

TOTAL COSTS FOR THIS CONTRACT NOT TO EXCEED: \$41,740.00

Equipment to be provided by FTC to complete this Project:

	<u>QUANTITY</u>
MAPINFO TELEPHONE SUPPORT (one year)	1
SATELLITE BASED REAL TIME GLOBAL POSITIONING SYSTEM (GPS)	2
MAP REALITY (MR) GPS SOFTWARE LICENSES	2
MR GPS TECH SUPPORT	2
MAP OPERATIONS MANAGER LICENSE	1
MAP OPERATIONS MANAGER TECH SUPPORT	1
MAP INFO FOR WINDOWS ver. 5.5	1


8.1.2 PAYMENT SCHEDULE

FTC will submit to NASSAU COUNTY a bill after the completion of each of the identified phases as outlined in Paragraph 1.1.4.2.

8.2 BASIC COMPENSATION


8.2.1 Payments are due and payable pursuant to the Florida Prompt Payment Act. Amounts unpaid after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. (Insert rate agreed upon) -0-percent.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



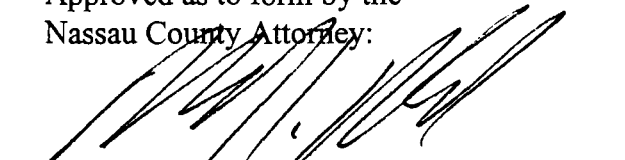
J. H. COOPER
Its: Chairman

ATTEST:




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

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN



FURTHERANCE TELECOMMUNICATIONS, INC.
STARKE, FLORIDA

EXHIBIT "A"

NASSAU COUNTY TIME LINE 1.1.4.2 OF CONTRACT FOR NASSAU COUNTY

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL	
TASK																						
A	←→																					2
B			←→																			3
C						←→																9
D															←→							6
	←→																					
																						20

- ←→ **ORDER EQUIPMENT, INSTALL AND CALIBRATE, SET UP MEETING AND STREET NAME CONVENTIN**
- ←→ **GPS DATA COLLECTION**
- ←→ **CENTERLING AND INSTALL BLOCK RANGES**
- ←→ **MSAG ANDMAPPING COMPILING INSTALLING STRUCTURES**
- ←→ **TOTAL TIME REQUIRED TO COMPLETE PROJECT**