



meteorlogix™

fax

41°N 98°W

<b>To:</b>	<b>Anne Sackett</b>	<b>From:</b>	<b>Ben Brick</b>
<b>Company:</b>	<b>Nassau Co. EMA</b>	<b>Fax:</b>	<b>904/491-3628</b>
<b>Phone:</b>	<b>904/491-7550</b>	<b>Pages:</b>	<b>4</b>
<b>Subject:</b>	<b>Subscription Agreement</b>	<b>Date:</b>	<b>2/3/04</b>

Anne,

*I hope the 7-day trials give you a good idea of how our upgrade can benefit your operations. Here is a Subscription Agreement and other forms for the WeatherSentry 4.1 upgrade.*

*As you can see, this is a savings of \$13.50/month or \$162 a year for a more user friendly, updated and expanded technology.*

*Make any corrections then just sign and initial where shown, and you can fax the mail back to me at 402/255-3667.*

*If you have any questions, give me a call.*

Thanks,

**Ben Brick**

Associate Account Manager

Phone: 1(800) 610-0777, Option 4, ext. 8512

Fax: 402-255-3667

E-Mail: [ben.brick@meteorlogix.com](mailto:ben.brick@meteorlogix.com)

Web: [www.meteorlogix.com](http://www.meteorlogix.com)

*Patrick Chace  
Need new cover*



METEORLOGIX SUBSCRIPTION AGREEMENT

Date: 4/22/04  
Activity #

SUB # 0312896  
Industry: Pub Sfty

<b>CUSTOMER INFORMATION</b>				<b>Shipping Address/Equipment Location</b> (If equipment is located at an address other than the shipping address, please explain in the Special Instructions section.)			
Customer Contact		Nancy Freeman		Name			
Customer Job Title				Business Name			
Business Name		Nassau County EMA		Address			
Tax ID				Street Address		11 North 14 <sup>th</sup> Street Ste 12	
City		Fernandina Beach		State		FL	
County		Nassau		Zip		32034	
Phone		904/491-7550		City			
Fax		904/491-3628		State			
Email		asackett@nassaucount yfl.com		County			
Method of Payment		Credit Card <input type="checkbox"/> Check <input type="checkbox"/> Invoice <input type="checkbox"/>		Phone			
Billing Address (if different than above location)				Fax			
Name				Credit Card Info		VISA <input type="checkbox"/> MC <input type="checkbox"/> DISC <input type="checkbox"/> AMEX <input type="checkbox"/>	
Business Name				Name on Credit Card			
Address				Credit Card #			
City				Expiration Date			
State				Use Credit Card for		Initial Payment <input type="checkbox"/> Recurring Charges <input type="checkbox"/>	
Zip				Authorization for Recurring Charges (please sign below):			
County				Purchase Order #			
Phone				Initial Contract Term (number of months) and Customer Initials			
Fax				36			
E-mail				Addenda			
Special Instructions		Upgrade to WeatherSentry 4.2		2002NDLN			
				Start Date			
				2002WINS			
				Payor Group			
				2002Network			
				Sales Agent			
				Brick 1441916			
				2002MBG30			
				2002LWN			
Sales Code:		Service		Service Code		Billing Period (M)onthly (Q)uarterly (A)nnually	
Sales Type:		WeatherSentry 4.2 w/ tropical weathr				Recurring Fee	
<input type="checkbox"/> New Sale		WeatherSentry 4.2 node w/ tropical weathr				Initiation Fee	
<input type="checkbox"/> Secondary		AlertManager (2 x \$25)					
<input type="checkbox"/> Additional Unit		WeatherSentry Online Companion					
<input checked="" type="checkbox"/> Switch		WINS					
<input type="checkbox"/> Reconnect		WeatherWire					
SUBTOTAL RECURRING BILLING FEES (PER BILLING PERIOD)						\$3,738	
SUBTOTAL INITIATION FEE(S)						no charge	
OTHER FEES (IL, ME, TN User Fee will apply)						no charge	
SHIPPING AND HANDLING						no charge	
PROFESSIONAL INSTALLATION (OPTIONAL \$550)						-	
INITIAL PAYMENT (Make checks payable to Meteorlogix and attach to contract)							
*Customer will also be billed for any acceptable state and federal taxes. **All subscription fees include equipment lease charges.							
I have read and agree to all of the terms and conditions to this Subscription Agreement, a copy of which has been supplied to me. I also agree that I am an authorized representative of the Customer named above, and hereby authorize Meteorlogix to obtain a credit report about the Customer from credit agencies and other sources. PLEASE SIGN BELOW.							
Customer (print Name): Nancy Freeman				Date:			
Customer Signature:				Title:			

Meteorlogix - 9110 W. Dodge Rd. - Omaha, NE 68114 - 800-610-0777 - Fax 402-255-8180  
 Meteorlogix Corporate Office - 11400 Rupp Drive - Burnsville, MN 55337 - 800-328-2278 - FAX 952-882-4500

### WeatherSentry Installation Survey Stand Alone system

Version 4.2

#### WEATHERSENTRY REQUIRES A PC WITH AN AVAILABLE USB PORT

Please answer yes or no to the following questions. This will help us provide you better customer service during the installation process. Thank you.

- |  | YES   | NO    |
|--|-------|-------|
| 1) Celeron or Pentium III processor or higher<br>1GHz processor speed or higher  | _____ | _____ |
| 2) Windows 2000, XP  | _____ | _____ |
| <hr/>  |       |       |
| 3) Available USB Port  | _____ | _____ |
| 4) 4 gig or larger hard drive<br>( 2 gig free)                                   | _____ | _____ |
| 5) 256 MB of RAM or higher   | _____ | _____ |
| 6) CD-ROM drive  | _____ | _____ |
| 7) I have an IS, IT or MIS person on staff or access<br>to these resources.      | _____ | _____ |
| 8) I will be operating WeatherSentry on a PC which<br>is connected to a network. | _____ | _____ |

What type of network system do you have? \_\_\_\_\_

*I understand the requirements to run WeatherSentry and if I answered no to any of the above questions numbered (1-7) I will take steps to meet those requirements prior to WeatherSentry installation. We also understand billing for service begins after arrival of all equipment and the customer will take measures to set-up the system upon arrival of equipment.*

Customer signature \_\_\_\_\_

*Meteorlogix Sales Representative please attach this form to the contract agreement.*

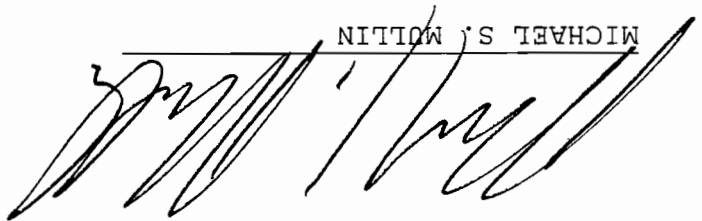
## Subscription Agreement Standard Terms and Conditions

1. Use of System  
1.1 Meteorologic hereby grants Customer the right to use a Meteorologic system, typically consisting of a Meteorologic receiver unit, video monitor, equipment package, software, and weather data (System) during the term of this Subscription Agreement (hereinafter referred to as the "Agreement").  
1.2 The System shall be delivered to the Customer location identified on the front page of this Agreement. Customer must notify Meteorologic in advance of any System relocation. The System shall at all times be the sole and exclusive property of Meteorologic. Customer shall acquire no rights or interest of any kind in the System except the right to use the System hereunder.  
1.3 Unless Customer has elected to receive Professional Installation, Customer is responsible for the proper installation of the System as detailed in the System user's manual, including but not limited to proper electrical grounding of both the receiver and the antenna. If Customer elects Professional Installation, the fees quoted on the front page are for standard installation only. Customer will be advised of any additional charges for remote or complex installations before such services are provided.  
1.4 Customer bears the entire risk of loss and damage to the System from any and every cause until the System is returned to Meteorologic, ordinary wear and tear accepted. Meteorologic recommends the Customer maintain all-risk hazard insurance on the System throughout the term of the Agreement in an amount not less than the full replacement value of the System, which is currently \$1,500.  
2. Termination  
2.1 This Agreement (including any Addendum, unless specified otherwise in the Addendum) shall commence upon execution and continue for the term set forth on the front page. The Initial Contract Term will start on the date Customer receives the System. Therefore, this Agreement shall continue for successive one-year periods, subject to the current Meteorologic prices, terms and conditions, unless either party terminates its obligations to the other by giving written notice of termination to the other at least 30 days prior to the end of the Initial Contract Period or any subsequent one-year period.  
2.2 This Agreement may be terminated by Meteorologic on 30 days notice if Customer fails to perform in accordance with any of the terms set forth herein. If Customer fails to make timely payment of any fees hereunder, Meteorologic may also suspend the delivery of its information services through signal reception disengagement without notice, and/or accelerate and collect the balance of the total payments that would otherwise be due under this Agreement. Customer shall be liable for all costs of collection, including reasonable attorney's fees and/or the full cost of the System if not properly returned to Meteorologic.  
2.3 Upon termination, Customer shall return the System, and any other equipment owned by Meteorologic, in good operating condition and in proper packaging to Meteorologic's facilities located at 11111 E Circle, Omaha, NE 68137, and delete all Meteorologic software from any equipment retained by Customer.  
3. License/Use of Information  
3.1 Meteorologic hereby grants to Customer a limited, non-exclusive, non-transferable license to use any software and weather data furnished to Customer during the term of this Agreement solely for Customer's internal business purposes on a single video display. Customer will allow one user (i.e. a concurrent user) to access the software and weather data at any time unless Customer executes a Network Addendum. Except as expressly permitted in this Agreement, Customer shall not (a) reproduce, modify, reverse engineer, disassemble, decompile, create derivative works based on, or otherwise attempt to derive source code from the software or any part thereof and shall not cause or permit any third party to do so; (b) delete any copyright notices and/or other legends of ownership from the software or weather data; (c) allow the software or weather data to be used directly by third parties; or (d) disclose to any other party any part of or any information relating to the software or weather data. Customer shall grant Meteorologic reasonable access to the software and the equipment on which it is installed as Meteorologic deems it reasonably necessary for Meteorologic to provide any services or to audit Customer's compliance with the terms of the Agreement. For software or data not manufactured or provided by Meteorologic that is provided to Customer as part of the System, the Customer shall adhere to the software and data license terms as outlined by the actual software or data provider.  
3.2 Customer represents and warrants that it will use the information it receives from Meteorologic solely for its internal business purposes, and that it shall not reproduce, publish or distribute such information in any format, in whole or in part, for sale or commercial use. If Customer manually or automatically transfers information from the System to a computer or any data processing and/or storage device, the information will be displayed on a single terminal only, unless the parties have entered into a Network Addendum.

\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_  
ITS: \_\_\_\_\_

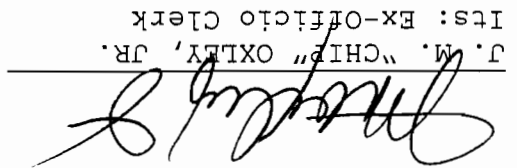
METEOROLOGIX

\_\_\_\_\_  
MICHAEL S. MOLLIN



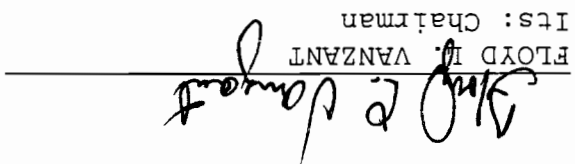
APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

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



ATTEST:

\_\_\_\_\_  
FLOYD H. VANZANT  
Its: Chairman



BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

NASSAU COUNTY CANCELLATION CLAUSE

This Agreement may be terminated by Nassau County upon thirty (30) days' written notice. If the contract is terminated, Meteorlogix will be entitled to compensation based upon work performed up to the date of termination only.

**Agenda Request For: July 14, 2004**

**Department:** Emergency Management

**Background:** The Meteorogix Weather Sentry system is used by Emergency Management to monitor weather conditions for potential hazard events. The satellite-based system provides vital information on natural hazards that is used for planning and operational response. The system was purchased and installed in 2000 and has not been upgraded. Meteorogix is offering Nassau County an upgrade for the system for \$3,738 per year for 3 years. See attached email from Meteorogix representative, with response to questions regarding cancellation clause (30-day written notice), installation charge (none), and waiver of processing and shipping fee.

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:** The current annual cost is \$3,900. This contract represents a cost savings of \$13.50 per month, or \$162 per year for three years. The cost savings will be reflected in the future years' budgets.

**Action requested and recommendation:**

Emergency Management requests approval of the 3-year contract to upgrade the system.

**Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A**

**Funding Source:** EMPA Base Grant - Acct. # 01253525

**Reviewed by:**

Department Head

Legal

Finance

Chairman

Grants

**APPROVED**  
Revised 03/04

DATE 7-14-04 *AKB*

\_\_\_\_\_  
*John Stumpf*  
\_\_\_\_\_  
*John Stumpf*  
\_\_\_\_\_  
SEE ATTACHED  
\_\_\_\_\_  
*John Stumpf*

*2.2*  
*December*

Agenda Request For: June 9, 2004

Department: Emergency Management

**Background:** The Meteorlogix Weather Sentry system is used by Emergency Management to monitor weather conditions for potential hazard events. The satellite-based system provides vital information on natural hazards that is used for planning and operational response. The system was purchased and installed in 2000 and has not been upgraded. Meteorlogix is offering Nassau County an upgrade for the system for \$3,738 per year for 3 years.

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:** The current annual cost is \$3,900. This contract represents a cost savings of \$13.50 per month, or \$162 per year for three years. The cost savings will be reflected in the future years' budgets.

**Action requested and recommendation:**

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Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

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Reviewed by:

Department Head

Legal

Finance

Chairman

Grants

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Revised 03/04

Subj: (1) Who pays for installation  
(2) Use for satellite bandwidth  
(3) Nassau County Commission clause in 2000

RECEIVED  
COUNTY COORDINATOR'S  
OFFICE  
04 MAY -5 PM 1:15






# MEMO

**TO:** Mike Mullin, County Attorney

**CC:** Larry Myers, Interim County Administrator  
 Joyce Bradley, Clerk's Office

**FROM:** Nancy Freeman, Director, Emergency Management  


**DATE:** 6/2/04

**SUBJECT:** BOCC Agenda-6/9/04: Justification of Request for Upgrade to Meteorlogix Weather Sentry system

The Meteorlogix Weather Sentry system, currently in use at the Emergency Management office, was installed in 2000, and has cost \$3,900 annually since that time. The proposed upgrade will result in a cost savings of \$162 per year. The three-year (36 month) contract provides for a constant rate with no increases during that period. There is no installation cost for the software upgrade.

We will request that Meteorlogix add a cancellation clause to the contract, and resubmit the contract for the July 14, 2004 BOCC agenda.

RECEIVED  
 COUNTY COMMISSIONERS  
 OFFICE  
 04 JUN - 2 PM 3:40