

SECOND SUPPLEMENTAL AGREEMENT
TO
AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES FOR A
PUBLIC SAFETY RADIO/WIRELESS
TELECOMMUNICATIONS NETWORK

NASSAU COUNTY, FLORIDA

THIS SECOND SUPPLEMENTAL AGREEMENT entered into this 30th day of May, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and **L. ROBERT KIMBALL & ASSOCIATES**, (hereinafter referred to as "Kimball"), a Pennsylvania Corporation authorized to do business in the State of Florida located at 200 South Harbor City Boulevard, Melbourne, Florida 32901-1389.

WHEREAS, the Board developed an RFQ for professional consultant services for a public safety radio/wireless telecommunication network; and

WHEREAS, ~~three~~ nine firms provided responses to the RFQ; and

WHEREAS, after an evaluation of the ~~three~~ nine firms, the top three firms were ranked and Kimball was recommended to the Board of County Commissioners, and accepted by the Board to perform the work; and

WHEREAS, the County entered into an Agreement for Professional Consultant Services for a Public Safety Radio/Wireless Telecommunication Network with Kimball on December 8, 2004; and

WHEREAS, the RFQ referenced a scope of work which included Section 2(d) and (e) titled "Installation of the Network and Final Inspections and Testing"; and

WHEREAS, the County, as indicated by the County Administrator, planned for Deputy Chief Young to be the Project Manager during construction of the communication system; and

WHEREAS, the Board of County Commissioners was advised by the County Administrator on January 11, 2006, that Deputy Chief Young could not serve as Project Manager; and

WHEREAS, the Board of County Commissioners was advised by the County Administrator and Deputy Chief Young that Sections 2(d) and (e) do not fully address the specifics required for a Project Manager; and

WHEREAS, Kimball concurs that Phase III, as set forth in the RFP does not address the tasks as requested by the County; and

WHEREAS, the specific enumeration of duties was requested by Nassau County and set forth in the Agreement; and

WHEREAS, the recommendation to the Board, by the County Administrator, was to amend the Kimball contract, pursuant to ~~Paragraph~~ Article 3 of the contract, to include additional duties as Project Manager; and

WHEREAS, a Supplemental Agreement was executed by and between the Board of County Commissioners and Kimball on January 23, 2006; and

WHEREAS, at the County's request Lee Mathis, the System Manager for the First Coast Radio System, City of Jacksonville, and Mike Key, Project Manager for JEA, reviewed Exhibit "C" and concur that the services as set forth in Exhibit "C" are necessary and reflect the duties of Project Manager; and

WHEREAS, the County finds it necessary to amend the Supplemental Agreement; and

WHEREAS, the County has notified Kimball that the Supplemental Agreement must be amended; and

WHEREAS, Kimball has agreed to amend the Supplemental Agreement; and

WHEREAS, the County finds that it is in the best interest of the project that the County proceed with this contract.

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

1) The scope of services in the Agreement for Professional Consultant Services for a public safety radio/wireless telecommunications network entered into by the County with Kimball dated December 8, 2004, as well as in the Supplemental Agreement entered into January 23, 2006, is hereby amended as follows:

Article 6 – Payments to Kimball, 6.1. Methods of Payment for Services and Expense, 6.1.1. Basic Services is amended to read as follows:

“The COUNTY, shall pay KIMBALL for Basic Services rendered, a fee Not to Exceed ~~\$122,800~~ \$319,680 for all Basic Services, which is broken down into ~~three~~ phases as follows: Phase I \$62,800 (Completed), Phase II Not to Exceed \$20,000 (Completed), ~~and~~ Phase III (Cancelled), ~~and~~ Phase IV not to exceed \$236,880. The dollar amounts for each Phase are inclusive of all costs associated with travel, expenses and reproductions. Any costs imposed by an agency or organization for required information will be reimbursed to Kimball by the County.”

“Invoicing for all phases will occur on a monthly basis for work completed during the previous month, up to the amount defined for the current Phase(s). ~~For each of the~~

~~three (3) phases, Nassau County will pay Kimball at the completion of the 10%, 30%, 60%, and 100% benchmarks based on the Gantt Chart project schedule. Kimball is responsible for submitting the revised Gantt Chart to the County for approval prior to the issuance of the Notice to Proceed within ten (10) days of the date the joint execution of this Second Supplemental Agreement. County shall make payments to Kimball within forty-five (45) days after the receipt of each invoice, in accordance with the Florida Prompt Payment Act, and subject to the provisions set forth. Invoices shall be submitted accompanied by adequate support documentation. The supporting documentation and form for the invoices shall be established by the Clerk or his designee and Kimball's representative and the County Administrator or his designee prior to any billing. Each invoice shall be reviewed by Deputy Chief Young and approved or denied and sent to the County's Contract Manager for review and/or approval. Said invoice shall then be provided to the County Administrator and the Clerk of the courts for review and recommendation to the Board of County Commissioners. County shall make payments when due in the form of a check."~~

4) Article 9 - PERSONNEL, is amended to read as follows:

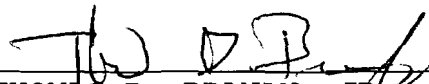
D. Kimball will provide, for Phase ~~III~~ IV, dedicated personnel, up to 40 hours per week for ~~40 weeks~~ for a total of 1600 hours. If the project experiences delays due to unforeseen circumstances, Kimball's services may not be required during some of these periods, and no compensation will be due Kimball. Kimball will extend the contract dates until the full total of 1600 hours is utilized. Should the project extend beyond the forecasted time of 1600 hours, change orders will need to be negotiated and agreed to in

writing by both parties. In addition, Kimball will provide change order proposals for any additional work required by Kimball and agreed to by the County due to schedule delays beyond Kimball's control, or out-of-scope work as requested by the County, that is not included in Exhibits "A" or "C". The prior written approval of both the County or its designee and Kimball will be required before such work can commence.

5) All other provisions of said Agreements shall be in full effect.

6) Time is of the essence.

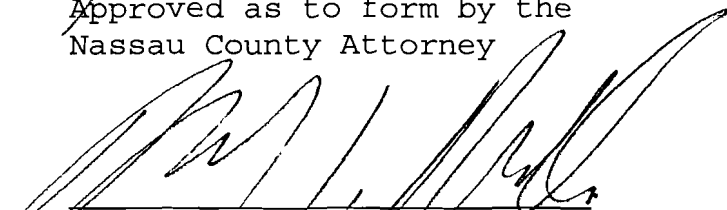
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

CONSULTANT:
L. ROBERT KIMBALL & ASSOCIATES

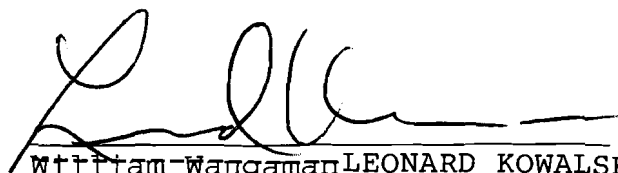

William-Waugaman LEONARD KOWALSKI
Its: Business-Development-Manager
VICE PRESIDENT

EXHIBIT "C"
BASIC SERVICES/PROJECT DELIVERABLES

Phase III IV -- Project Management Services

Project Management Services and tasks to be provided include:

- 1) Dedicated Kimball Project Management personnel on site in Nassau County a minimum of three (3) days per week. Available five (5) days per week via phone or email.
- 2) Conduct weekly project review meetings with Motorola and County representatives.
- 3) Bi-weekly written status reports to the County Project Manager.
- 4) Project Update Reports and presentations to County Commissioners as appropriate.
- 5) Establish a Project FTP web site repository for all documents and correspondence.
- 6) Review of all Contract Design Review contracts, equipment lists, drawings and documents. Suggest changes, additions, or corrections.
- 7) Participate in Motorola Contract Design Review meetings.
- 8) Conduct Project Kick-Off meeting with Motorola and the County.
- 9) Prepare and file all frequency coordination and FCC license applications through APCO and the Region 9 Regional Coordinating Committee for NPSPAC frequencies currently earmarked for Nassau County.
- 10) Prepare and file assignment of authorization applications and for frequencies being provided by Jacksonville.

- 11) Prepare and file APCO frequency coordination and FCC licensing applications for relocation of the frequencies provided by Jacksonville to Nassau tower sites.
- 12) Prepare and file 800 MHz freeze waiver requests with the FCC for frequencies being supplied by Jacksonville, to allow relocation to Nassau sites.
- 13) Prepare and file Frequency Coordination and FCC licensing requests for relocation of the 6 GHz microwave link.
- 14) Prepare and file Frequency Coordination and FCC licensing request for the 960 MHz microwave links.
- 15) Verify all microwave path studies and path survey analyses presented by Motorola, Harris and MDS.
- 16) Review all frequencies assigned at each site for interference/intermodulation potential with incumbent systems and within the Nassau system.
- 17) Assist in implementing the Nextel rebanding process to any Nassau 800 MHz frequencies.
- 18) Prepare and file all required FAA tower studies and determinations required.
- 19) Review all Motorola deliverables for completeness and accuracy.
- 20) Inspection and confirmation of completion of project milestones.
- 21) Review and recommend approval/rejection of all Motorola milestone billing submissions.
- 22) Adherence to project schedule and timeline.
- 23) Action item review and expediting.
- 24) Review and validate system cutover plans with Motorola and user agencies to maintain quality of services.

- 25) Participate in developing, review and validate Motorola-generated system fleet mapping.
- 26) Participate in developing, review and validate Motorola-generated subscriber templates with County user agencies.
- 27) Participate in Fleet Map and template testing.
- 28) Develop the system implementation plan in concert with Motorola and the County.
- 29) Perform construction management tasks as required to assist the County in developing required tower sites.
- 30) Represent the County in dealings with Spectra Site, Pinnacle, and Cingular in obtaining the needed tower information, surveys, as-built and engineering data.
- 31) Represent the County in determining tower structural analysis requirements from each tower owner.
- 32) Perform review of tower and site leases for technical and operational compliance. Legal review of site lease terms and conditions to be performed by County legal staff.
- 33) Assist the County and Motorola in obtaining zoning and permitting.
- 34) Assist the County in obtaining permitting for non-Motorola portions of the work.
- 35) Assist the County in selecting and designating equipment space in the current communications center.
- 36) Assist the County in obtaining and implementing Motorola R-56 grounding standards in County-owned equipment rooms.
- 37) Assist the County in designing and implementing environmental control systems in County-owned equipment rooms.

- 38) Assist the County in designing equipment room cable trays and wire supports.
- 39) Perform site inspections with Motorola PM to determine that sites are ready for Motorola equipment installation.
- 40) Accompany County personnel to Motorola CCSi (Customer Center for Solutions integration) to witness system staging and verify satisfactory performance of system operation, desired features and options, and verify successful completion of all Factory Acceptance Test Procedures.
- 41) Oversee and supervise all site improvements and construction work at the Hilliard (Spectra Site), Fernandina Beach (Pinnacle), Callahan (State of FL), Bryceville (Spectra Site), and Yulee (Cingular) tower and shelter sites.
- 42) Conduct and perform the needed EME studies at all transmitting sites prior to antenna system installation, as required by Motorola.
- 43) Represent the County in obtaining utility service at all tower sites.
- 44) Represent the County in obtaining as-built structural and foundation drawings of existing towers and site locations along with geotechnical report for Motorola to conduct a structural analysis.
- 45) Review and approve site designs.
- 46) Assist in providing property deed, boundary survey and lease information along with existing as-built drawings for existing tower sites to Motorola's Architectural engineer for conducting site engineering, as available from site owners.

- 47) Arrange for space on the tower for installation of new antennae at the proposed heights with the site owners.
- 48) Represent the County in obtaining T1 service between the prime site and Fernandina Beach site.
- 49) Assist the County and Fernandina Beach PD in developing a control console or control station solution for the dispatch center.
- 50) Inspect and review all radio system and microwave infrastructure equipment installations to verify compliance with the contract, and compliance with industry standards as contracted.
- 51) Observe and verify Microwave Acceptance Test Procedures for the installed system.
- 52) Observe and verify the radio system infrastructure operational Acceptance Test Procedures for all systems and sub-systems.
- 53) Participate in and verify the radio system Coverage Acceptance Test Procedures.
- 54) Assist 9-1-1 Center personnel in developing the information needed for programming the dispatch console screen layouts, menus, and icons.
- 55) Provide assistance to the County in design of needed upgrades to the dispatch center for cable and wire management and routing.
- 56) Work with Motorola to define and enter the radio user database. This includes documenting the subscribers by serial number and alias assignment as required by the Network Management System.
- 57) Assist the County to ensure proper grounding and power is available for console systems.
- 58) Provide assistance in developing requirements for new control console furniture.

- 59) Assist the County in procuring, equipping and installing a new equipment shelter and required sub systems for the radio system Master Site equipment.
- 60) Oversee installation of mobile equipment.
- 61) Participate in the configuration of mobile equipment installation with the user agencies.
- 62) Identify control station locations and required grounding and power requirements.
- 63) Review Motorola-generated training courses for users, dispatchers, and system managers.
- 64) Assist in implementing training courses.
- 65) Assist in implementation of system cutover.
- 66) Supervise removal and disposal of old equipment.
- 67) Provide other support services required as part of Project Management work.



L. Robert Kimball & Associates
Architects and Engineers

Frick Building-Mezzanine North, 437 Grant Street, Pittsburgh, PA 15219 Phone: 412/201-4900 Fax: 412/201-2339
www.lrkimball.com E-Mail: pitrgn@lrkimball.com

June 2, 2006

Mr. John A. Crawford
Nassau County Board of Commissioners
PO Box 1010
Fernandina Beach, FL 32035

Re: Second Supplemental Agreement

Dear Mr. Young:

Enclosed is a fully executed original copy of the Second Supplemental Agreement to the Agreement for Professional Consultant Services for Public Safety Radio/Wireless Telecommunications Network between L. Robert Kimball & Associates and Nassau County.

If you have any questions, please contact the Project Manager, Ric Martin, at 901-463-0164, or me at 412-201-4900. We look forward to continuing our work with you.

Sincerely,

A handwritten signature in cursive script that reads 'Shirley J. Bark' with a small flourish at the end.

Shirley J. (Shirl) Bark
Manager, Operations/Admin Support
L. Robert Kimball & Associates, Inc.

Enc