



meteorlogix™

fax

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

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

Web: www.meteorlogix.com

*Patrick Chase
Need new code*

9110 West Dodge Road, Suite 200, Omaha, NE 68114 fax/402-255-8180 toll-free/1-800-610-0777 web/meteorlogix.com



METEORLOGIX SUBSCRIPTION AGREEMENT

Date: 4/22/04

SUB # 0312896

Activity #

Industry: Pub Sfty

CUSTOMER INFORMATION					Shipping Address/Equipment Location (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 th Street Ste 12							
					City		State		Zip
City	Fernandina Beach	State	FL	Zip	32034	County			
County	Nassau	Phone	904/491-7550		Phone			Fax	
Email	asackett@nassaucount yfl.com	Fax	904/491-3628		Method of Payment		Credit Card <input type="checkbox"/> Check <input type="checkbox"/> Invoice <input type="checkbox"/>		
Billing Address (if different than above location)					Credit Card Info		VISA <input type="checkbox"/> MC <input type="checkbox"/> DISC <input type="checkbox"/> AMEX <input type="checkbox"/>		
Name					Name on Credit Card				
Business Name					Credit Card #				
Address					Expiration Date				
					Use Credit Card for		Initial Payment <input type="checkbox"/> Recurring Charges <input type="checkbox"/>		
City		State		Zip	Authorization for Recurring Charges (please sign below):				
County		Phone							
E-mail		Fax			Purchase Order #				
Special Instructions					Initial Contract Term (number of months) and Customer Initials		Addenda		Customer Initials
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		Recurring Fee	Initiation Fee	
Sales Type:		WeatherSentry 4.2 w/ tropical weathr			A		\$1503	no charge	
<input type="checkbox"/> New Sale		WeatherSentry 4.2 node w/ tropical weathr			A		\$795	no charge	
<input type="checkbox"/> Secondary		AlertManager (2 x \$25)			A		\$600	no charge	
<input type="checkbox"/> Additional Unit		WeatherSentry Online Companion			A		\$360	no charge	
<input checked="" type="checkbox"/> Switch		WINS			A		\$180	no charge	
<input type="checkbox"/> Reconnect		WeatherWire			A		\$300	no charge	
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

Template JK071503 (Omaha Office)

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 1GHz processor speed or higher	_____	_____
2) Windows 2000, XP	_____	_____
3) Available USB Port	_____	_____
4) 4 gig or larger hard drive (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 to these resources.	_____	_____
8) I will be operating WeatherSentry on a PC which 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 Meteorlogix hereby grants Customer the right to use a Meteorlogix system, typically consisting of a Meteorlogix 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 Meteorlogix in advance of any System relocation. The System shall at all times be the sole and exclusive property of Meteorlogix. 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 Meteorlogix, ordinary wear and tear accepted. Meteorlogix 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. Term/Termination.

2.1 This Agreement (including any Addendum, unless specified otherwise in the Addendum) shall commence upon execution and continue for the Initial Contract Term set forth on the front page. The Initial Contract Term will start on the date Customer receives the System. Thereafter, this Agreement shall continue for successive one-year periods, subject to then-current Meteorlogix 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 Meteorlogix 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, Meteorlogix 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 attorneys' fees and/or the full cost of the System if not properly returned to Meteorlogix.

2.3 Upon termination, Customer shall return the System, and any other equipment owned by Meteorlogix, in good operating condition and in proper packaging to Meteorlogix's facilities located at 11111 E Circle, Omaha, NE 68137, and delete all Meteorlogix software from any equipment retained by Customer.

3. Licenses/Use of Information

3.1 Meteorlogix 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 only 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 Meteorlogix reasonable access to the software and the equipment on which it is installed as Meteorlogix determines is reasonably necessary for Meteorlogix 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 Meteorlogix 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 Meteorlogix 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.

4. Fees

4.1 Fees are payable in full no later than 30 days from the date of invoice. If the price of the goods and/or services stated by Meteorlogix specifically includes state or local sales or use taxes, then Meteorlogix shall be responsible for collecting and remitting said taxes to the proper taxing authority. In all other cases, Customer agrees to be responsible for paying all taxes relating in any way to the goods and services provided hereunder. Customer must provide Meteorlogix with proper documentation of any claimed tax exemption. All invoices shall be issued in U.S. Dollars and all payments made to Meteorlogix must be made in U.S. Dollars.

5. Liability

5.1 NEITHER METEORLOGIX NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES OR SYSTEM TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR SYSTEM FOR ANY PARTICULAR USE OR PURPOSE. In no event will Meteorlogix or any of its suppliers be liable for any loss, liability, damage or expense arising out of or in connection with this Agreement or the performance or non-performance of the service by Meteorlogix, unless such loss liability, damage or expense is due to the gross negligence or willful misconduct of Meteorlogix, and in no event shall Meteorlogix's cumulative liability under this Agreement exceed the total subscription fees paid to Meteorlogix under this Agreement (including any Addenda) during the preceding one month period. In no event will Meteorlogix or any of its suppliers be liable for incidental, indirect, special, exemplary or consequential damages, including damages resulting from loss of use, loss of data, loss of profit or loss of business arising out of or in connection with this Agreement, even if Meteorlogix has been advised of the possibility of such damages.

5.2 If Customer experiences any performance issues with the services or System Customer must contact Meteorlogix immediately for instructions. At no time shall Customer attempt to repair or modify the System itself; if it does so it shall be responsible for the cost of repairing any damage(s) to the System. Customer acknowledges that Meteorlogix's sole obligation and Customer's exclusive remedy in the event of any material and continuing non-conformity, effect, or error in the services or System shall be to take reasonable corrective actions upon discovery of the problem.

6. General

6.1 Customer acknowledges that any Meteorological services provided to Customer by Meteorlogix pursuant to this Agreement are only advisory in nature. All services are in part based on data provided by third parties, including the National Weather Service. Meteorlogix cannot and does not warrant or assume responsibility for the accuracy of the Meteorological services provided by Meteorlogix based on such data. It is Customer's sole responsibility to verify the correctness and accuracy of all materials, services or product furnished by Meteorlogix.

6.2 Meteorlogix shall not be liable for any damages or penalties for delay in delivery or use of services or the System based on any events or conditions, including, but not limited to: (i) acts of God, civil or military authority; (ii) actions or inactions of any governmental entity (foreign or domestic) or its agencies and departments, the National Weather Service, or the National Oceanic and Atmospheric Administration; (iii) acts of a public enemy; (iv) suspension, interruption, or unavailability of data communicated from any governmental or private sources; (v) accidents, fires, explosions, earthquakes, floods, energy shortages, other elements of nature; (vi) strikes, labor disputes, shortage of suitable parts, materials, or labor, computer malfunction, communication system malfunction, transportation problems, or delay in delivery by vendors.


6.3 This Agreement represents the entire Agreement between Meteorlogix and Customer and cannot be changed orally. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. In the event that any portion of this Agreement is held to be unenforceable, the remaining portions of this Agreement shall be interpreted to give maximum effect to the intent of the parties. This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of laws rules. Customer agrees that any action brought by Customer against Meteorlogix shall be venued only in the State of Minnesota. Customer hereby consents to venue and personal jurisdiction over Customer in the State of Minnesota. All notices to be provided under this Agreement will be sent, if to Customer, to the address listed under Customer Information on the front page, and if to Meteorlogix, to the Meteorlogix Corporate Office.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



FLOYD L. VANZANT
Its: Chairman

ATTEST:



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

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MOLLIN

METEORLOGIX

BY: _____
ITS: _____

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 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. See attached email from Meteorlogix 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

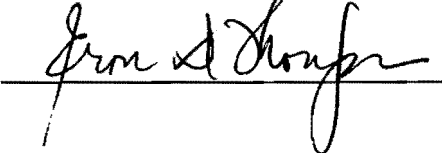
SEE ATTACHED

Finance

Chairman




Grants



Revised 03/04

APPROVED

DATE 7-14-04 

2.2
Decrease
from 2004

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.

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Reviewed by:

Department Head

Legal

Finance

Chairman

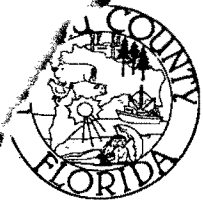
Grants

[Handwritten signatures and lines for review]

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

Revised 03/04

• Subject
① Who pays for installation
② 2.50 can be entered annually
③ NEED CANCELLATION clause in 207.



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



MEMO

TO: Mike Mullin, County Attorney

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

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

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.

04 JUN -2 PM 3:40
COUNTY COMMISSIONERS
OFFICE