

**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CONTROLCAM, LLC
FOR
AERIAL IMAGERY**

THIS AGREEMENT, effective as of January 1, 2015 (hereinafter the “Effective Date”), is made and entered into by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, for and on behalf of the Property Appraiser in and for Duval County (hereinafter the “CITY”), and ControlCam, LLC, a Florida limited liability company with principal office at 855-1 St. Johns Bluff Road North, Box 12, Jacksonville, Florida 32225 (hereinafter the “PROVIDER”), for Aerial Imagery (hereinafter the “Project”).

WITNESSETH:

WHEREAS, CITY prepared a Request for Proposal (P-08-15) for professional services for the Project; and

WHEREAS, PROVIDER submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

WHEREAS, CITY and PROVIDER have negotiated mutually satisfactory terms for the execution of this Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages PROVIDER for the Project in accordance with the following:

ARTICLE 1: Engagement of PROVIDER:

1.01. CITY hereby engages PROVIDER and PROVIDER hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the Description of Services and Deliverables (the "Services") as contained in Section 4 of the RFP, attached hereto as **Exhibit A** and by this reference made a part hereof.

1.02. If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or Section 4 of the RFP. PROVIDER shall be responsible for providing the software, equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with PROVIDER and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of PROVIDER to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Kay Ehas, Chief Administrative Officer; Phone: (904) 2464; Fax: (904) 630-2922; Email: kehas@coj.net.

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the Effective Date and

shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein for two years until January 31, 2017, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to this Agreement. This Agreement may be renewed for up to two (2) additional two (2)-year periods upon the same terms and conditions as are set forth herein. Notice of PROVIDER's request for an additional term must be given to CITY in writing at least 120 days prior to the end of the then current term.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving PROVIDER twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, PROVIDER shall be paid for all Services performed up to the date of receiving notice of termination.

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 4. Meetings and Public Hearings:

PROVIDER must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and PROVIDER can reasonably schedule its appearance.

ARTICLE 5: Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay. PROVIDER understands and agrees that time is of the essence in its provision of the Services and will strictly adhere to the schedule for deliverables set forth in the RFP.

ARTICLE 6: Suspension of Services:

CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, PROVIDER shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than PROVIDER'S negligence or failure to perform shall not affect PROVIDER'S compensation as outlined in this Agreement.

ARTICLE 7: Payments for Services of PROVIDER:

7.01. PROVIDER will provide the Services at the rates and for the compensation set

forth in the Contract Fee Summary, attached hereto as **Exhibit B** and incorporated herein by this reference.

7.02. PROVIDER will receive payment in full for the imagery products and software after CITY has received and approved all required imagery products and determined that the software functions with both the new imagery and historic warehoused imagery. PROVIDER will receive payment for annual software maintenance in the second year of the term of this Agreement.

7.03. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by PROVIDER pursuant to this Agreement shall not exceed the sum of TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$213,500.00) for the term of this Agreement.

7.04. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 8: Indemnification:

PROVIDER shall hold harmless, indemnify, and defend CITY as set forth in Subsection 3.20 of Section 3 (General Terms and Conditions of Agreement) of the RFP, attached hereto as **Exhibit A**.

ARTICLE 9: Insurance:

PROVIDER shall procure and maintain the insurance coverages set forth in Subsection 3.21 of Section 3 (General Terms and Conditions of Agreement) of the RFP, attached hereto as **Exhibit A**.

ARTICLE 10: Accuracy of Work:

10.01. In providing the Services under this Agreement, PROVIDER, including its officers, officials, employees, agents, and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. PROVIDER shall be responsible for the accuracy of its work, including work by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of PROVIDER or its subcontractors at no additional compensation. Acceptance of the work by CITY shall not relieve PROVIDER of the responsibility for subsequent correction of any such errors and omissions and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by PROVIDER under this Agreement, PROVIDER shall confer with CITY for the purpose of interpreting the information furnished and correcting any errors and/or omissions made by PROVIDER. PROVIDER shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

10.03. PROVIDER shall be and remain liable in accordance with applicable law and shall indemnify, hold harmless, and defend CITY for all damages to CITY caused by PROVIDER's breach of contract or its negligent performance of any Services under this Agreement. PROVIDER shall not be responsible, however, for any time delays in the Project caused by circumstances beyond PROVIDER's control.

ARTICLE 11: Nonwaiver:

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 12: Ownership of Works:

12.01. The term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data, and memorandum of every description shared with or delivered to CITY pursuant to this Agreement.

12.02. With the exception of PROVIDER's proprietary information (including patent, copyright, trade secret, trademark, and source code), pre-existing intellectual capital, and any third party intellectual capital, CITY shall own all right, title, and interest in and to each Work developed by PROVIDER specifically for CITY in connection with this Agreement and derivative works relating to the foregoing. The use of these Works in any manner by CITY shall not support any claim by PROVIDER for additional compensation. With regard to the software provided to CITY by PROVIDER for viewing and measuring images, PROVIDER shall allow CITY to keep, use, and operate the software indefinitely. Upon the termination of this Agreement, the software license shall automatically convert to a royalty-free, perpetual license

and PROVIDER shall allow CITY to keep, use, and operate software forever.

ARTICLE 13: Compliance with State and Other Laws, Licenses and Certifications:

In the provision of the Services, PROVIDER must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 14: Nondiscrimination Provisions:

In conformity with the requirements of Section 126.404, *Ordinance Code*, PROVIDER represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. PROVIDER agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided however, that PROVIDER shall not be required to

produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. PROVIDER agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: Equal Employment Opportunity:

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Sections 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If PROVIDER is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees Prohibited:

In conformity with Section 126.306, *Ordinance Code*, PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for PROVIDER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee,

commission, percentage, gift, or consideration.

ARTICLE 17: Truth in Negotiation:

In conformity with Section 126.305, *Ordinance Code*, PROVIDER understands and agrees that execution of this Agreement by PROVIDER shall be deemed to be simultaneous execution of a truth-in-negotiation certificate whereby PROVIDER states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, PROVIDER agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

ARTICLE 18: Independent Contractor:

In the performance of this Agreement, PROVIDER shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. PROVIDER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

ARTICLE 19: Retention of Records/Audit:

19.01. PROVIDER must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents in whatsoever form or format, including but not limited to electronic storage media, (hereinafter for purposes of this Article 19 the "Records") sufficient to reflect all receipt and expenditure of funds provided by CITY under this Agreement.

19.02. PROVIDER must retain all Records pertinent to this Agreement for a period of three (3) years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement at no additional cost to CITY. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

19.03. Upon demand and at no additional cost to CITY, PROVIDER must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. PROVIDER must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.05. At all reasonable times for as long as the Records are maintained, PROVIDER must allow persons duly authorized by CITY to have full access to and the right to examine any of the Records, regardless of the form in which kept.

19.06. PROVIDER, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must insure that all related party transactions are disclosed to the auditor.

19.07. PROVIDER must comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by CITY.

19.08. PROVIDER must permit CITY to interview any employees, subcontractors, and subcontractor employees of PROVIDER to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Unless the parties agree otherwise or CITY is willing to

pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. PROVIDER will not charge CITY for any employee time unless the interview time for the employee exceeds eight (8) hours in a calendar year. Following any audit or review, if performance of PROVIDER is in the opinion of CITY deficient, CITY will deliver to PROVIDER a written report of the deficiencies and request for development by PROVIDER of a corrective action plan. PROVIDER hereby agrees to prepare and submit to CITY said corrective action plan within ten (10) days of receiving CITY's written report. Thereafter, PROVIDER must correct all deficiencies in the corrective action plan within ten (10) days of CITY's receipt of the corrective action plan.

19.09. All reports, audits, and other information provided by PROVIDER pursuant to this section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury under Section 837.06, Florida Statutes."

19.10. To the extent that PROVIDER uses subcontractors in the performance of the services under this Agreement or assigns this Agreement with prior CITY consent, PROVIDER must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

ARTICLE 20: Restrictions on the Use or Disclosure of CITY's Information:

PROVIDER shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by PROVIDER or its agents or employees in the course of performing the Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of CITY. At

CITY's request, all information furnished by CITY will be returned to CITY upon completion of the Services. PROVIDER shall not be required to keep confidential any information that has already been made publicly available through no fault of PROVIDER or that PROVIDER developed independently without relying on CITY's information. To ensure confidentiality, PROVIDER shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Agreement.

ARTICLE 21: Protection of PROVIDER's Trade Secrets and other Confidential Information:

All documents received by CITY in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that PROVIDER claims to be a trade secret or otherwise exempt from the Public Records Law must be clearly identified as such by PROVIDER on all copies furnished to CITY. CITY agrees to notify PROVIDER of any third party request to view such information, but it is PROVIDER's obligation to obtain a court order enjoining disclosure. If PROVIDER fails to obtain a court order enjoining disclosure within five (5) business days of PROVIDER's receiving notice of the request, CITY may release the requested information. Such release shall be deemed for purposes of this Agreement to be made with PROVIDER's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

ARTICLE 22: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement

shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 23: Article Headings:

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 24: Construction:

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

ARTICLE 25: Successors and Assigns/Personal Liability:

CITY and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by PROVIDER of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 26: Notice:

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

26.01 As to CITY:

Kay Ehas, Chief Administrative Officer
Duval County Property Appraiser
231 East Forsyth Street, Suite 270
Jacksonville, Florida 32202
(904) 630-2464
(904) 630-2922
kehas@coj.net

26.02. As to PROVIDER:

Paige Parker, Vice President
ControlCam, LLC
855-1 St. Johns Bluff Road North
Jacksonville, Florida 32225
(904) 758-2604
(877) 974-2121
paigeparker@controlcam.com

ARTICLE 27: PROVIDER Defined:

As used herein, the term "PROVIDER" shall include but not be limited to ControlCam, LLC, its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or entities working for it or on its behalf.

ARTICLE 28: Ethics in Professional Service Agreements:

PROVIDER represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 29: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

ARTICLE 30: Public Entity Crimes Notice:

The parties are aware and understand that a person or affiliate which has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 31: Entire Agreement/Amendments:

31.01 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by PROVIDER hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding.

31.02 All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

ARTICLE 32: Prompt Payment:

32.01 *Generally.* When PROVIDER receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by PROVIDER, PROVIDER shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after PROVIDER's receipt of payment from CITY. Nothing herein shall

prohibit PROVIDER from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, PROVIDER may dispute the disputed portion of any such payment only after PROVIDER has provided notice to CITY and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subcontractor or supplier within ten (10) calendar days after PROVIDER's receipt of payment from CITY. PROVIDER shall pay all undisputed amounts due within the time limits imposed by this section.

32.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, PROVIDER shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days after PROVIDER's receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to PROVIDER, PROVIDER shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that PROVIDER has made proper payments to its certified JSEB's or MBE's from all prior payments PROVIDER has received from CITY. PROVIDER shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to PROVIDER. If PROVIDER withholds payment to its certified JSEB's or MBE's, which

payment has been made by CITY to PROVIDER, PROVIDER shall return said payment to CITY. PROVIDER shall provide notice to CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB's or MBE's within five (5) calendar days after PROVIDER's receipt of payment from CITY. PROVIDER shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by the CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by the CITY.

32.03. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third party or create any CITY liability for PROVIDER's failure to make timely payments hereunder. However, PROVIDER's failure to comply with the Prompt Payment requirements shall constitute a material breach of PROVIDER's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against PROVIDER, may issue joint checks and charge PROVIDER a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

ARTICLE 33: Incorporation by Reference:

The "Whereas" recitals at the beginning of this Agreement are true and correct and are

made a part hereof and are incorporated herein by this reference. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are made a part hereof and are incorporated herein by this reference.

ARTICLE 34: Order of Precedence:

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

ARTICLE 35: Counterparts:

This Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE
Karen Bowling
By Alvin Brown
Mayor

In accordance with Section 236.03(4) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton
Director of Finance
CITY Contract Number: 10064
MB

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

By _____
Signature

Type/Print Name

Title

CONTROL CAM, LLC

By Paige Parker
Signature

Paige Parker
Type/Print Name

V.P. of Sales
Title

EXHIBIT A

RFP: PO-08-15

Aerial Imagery

Description of Services and Deliverables

2.0 FUNCTIONAL REQUIREMENTS

The proposed solution will meet the following functional specifications.

- Vendor's solution will incorporate multiple years of past imagery in .psi format, and make all provided imagery available in geoTIFF format.
- The vendor will convert existing images into geoTIFF format from the following previous flights: 2004, 2006, 2008, 2011, 2013.
- Vendor's desktop software will be fully compatible to be utilized within a Citrix environment.

2.1 DIGITAL OBLIQUES AND ORTHOPHOTOGRAPHY

2.1.1 All work in acquiring orthophotos will be done under the supervision of a Florida licensed Professional Surveyor and Mapper in accordance with the Minimum Technical Standards defined in Rule 61G17, Florida Administrative Code.

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=61g17-6>

Where these requirements are more stringent than any other requirements contained herein, the above requirements will take preference.

2.1.2 Images will include four-way oblique images and ortho images at Four inch (4") resolution of all of Duval County.

2.1.3 The Digital Oblique and Ortho Imagery will be horizontally accurate to within one (1) foot and shall be captured at an approximate 40 degree angle.

2.1.4 Existing control points within the entire image set are required to be no more than three (3) meters (3.28 feet per meter) in expressed difference from actual real world geographic coordinates. Current control points are not recent or dependable, and therefore, will not be provided by COJ.

2.1.5 The following specific image requirements are to be met by the Vendor:

- a. Images shall have no gaps in imagery or missing imagery at area peripheries unless specified by COJ.
- b. There shall be no areas of obliques with image gaps or lack of data.
- c. No significant compression, stretching, blurring or other image anomalies are permitted.
- d. No extraordinary shadows or other anomalies caused by inappropriate sun angles or cloud conditions. Imagery must also meet Florida DOR clarity and cloud cover requirements in the "Florida Department of Revenue Orthophoto Specifications" referred to above.

2.1.6 The format of the images (sector/grid and mosaicked) must be easily recognized and integratable into ESRI software; and be in an ESRI recognized format (for ex: .jpeg, .tif, or .sid) file format.

2.1.7 Any .sid files must be “generation 2” and integratable into ESRI software in COJ’s ESRI environment (issues have been encountered with generation 3 .sid files).

2.1.8 Vendor will deliver a grid, i.e., complete set of Image Polygons in shape file format that contain the geographic footprint of each oblique and ortho image, and associated metadata for each image. This dataset must work with ESRI’s ArcSDE Geodatabase and be capable of being directly imported into ArcSDE via the ArcGIS application.

2.1.9 The tabular (attribute) data of this shape file must contain at least the following information for each individual image/record:

- a. The image name
- b. Compression ratio (if applicable)
- c. Capture date
- d. Capture time
- e. Post processing date
- f. Image direction (N, E, S, W)

2.1.10 All delivered images must be color rectified.

2.1.11 All delivered images (both ortho and oblique) must be georectified; with ‘world’ coordinate files.

2.1.12 Imagery must be delivered in Florida State Plane coordinate system, Florida East, NAD 83 (U.S. feet).

2.1.13 The Vendor shall provide SGM (Semi-Global Matching) imagery. (This may be provided in .las format.) For information on SGM, please see:
<http://geospatialworld.net/Paper/Technology/ArticleView.aspx?aid=2503>

2.2 METADATA REQUIREMENTS

2.2.1 The Vendor should provide metadata describing the oblique photography.

2.2.2 The metadata should be provided in XML format compatible with ArcGIS Desktop 10.x.

2.2.3 The following information must be part of the Metadata XML:

- a. General description of the dataset
- b. Area covered by the oblique imagery
- c. Imagery supplier
- d. Ground sample distance
- e. Color bands of imagery: black/white, 3-band natural color, CIR, etc.
- f. Spatial reference system
- g. Datum
- h. Horizontal accuracy
- i. Average image dimensions
- j. Flight date

2.3 FLIGHT SCHEDULE AND FLIGHT CONDITIONS

2.3.1 All data shall be collected within the month of January.

2.3.2 All images shall be obtained under cloud-free conditions and shall be free of obscuring haze, smoke or other atmospheric conditions.

2.3.3 All images must be collected with sun angle no less than thirty (30) degrees and be free of glare.

2.3.4 Imagery shall not contain defects such as out-of-focus, dust marks, scratches or inconsistencies in tone and density.

2.4 SOFTWARE AND LICENSE

2.4.1 COJ expects the bid to include any and all software required for viewing delivered images.

2.4.2 Vendor's oblique imagery must be viewable directly in ESRI's ArcGIS Desktop v.10.x Software.

2.4.3 Proposed software should be in the form of a site license with unlimited access to all COJ employees.

2.4.4 Any proposed software licensing should come with at least one (1) year support, maintenance and upgrades to the software during the license term.

2.4.5 Should COJ discontinue maintenance support at any time, there should be no additional charge to continue to use the initial images or software.

2.4.6 The Vendor can offer the following software solutions for working with (viewing and analysis) oblique and ortho imagery.

a. On-premise (at COJ) application software for browsing and analysis. COJ is open to either a desktop or on-premise web server implementation.

b. Remotely hosted ("cloud" based) application software for browsing and analysis.

The functionality desired for each solution (on-premise and remotely hosted) is largely the same. However, the requirements are duplicated in order to allow vendor to specify whether each function is present for each type of implementation.

2.4.7 On-premise (at COJ) application software for browsing and analysis should include (but not be limited to) the following capabilities:

- a. Basic navigation controls including zoom in and out, pan, and ability to move to adjacent imagery tiles
- b. Land and building measurement directly on imagery for area and distance
- c. Land and building measurement directly on imagery for height and elevation
- d. Land and building measurement directly on imagery for pitch and bearing
- e. Robust navigation controls

- f. Robust annotation functions including ability to add labels, text, and mark up with symbols (circles, squares and points)
- g. Determine location coordinates at any identified point
- h. Search by GIS attribute data (i.e. RE search)
- i. GIS parcel overlay
- j. Ability to utilize data through an ArcGIS Server service (10.x)
- k. Ability to add GIS shape files
- l. Ability to export view / image as a pdf and / or jpg file

2.4.8 Remotely hosted ("cloud" based) application software for browsing and analysis should include (but not be limited to) the following capabilities:

- a. Basic navigation controls including zoom in and out, pan, and ability to move to adjacent imagery tiles
- b. Land and building measurement directly on imagery for area and distance
- c. Land and building measurement directly on imagery for height and elevation
- d. Land and building measurement directly on imagery for pitch and bearing
- e. Robust navigation controls
- f. Robust annotation functions including ability to add labels, text, and mark up with symbols (circles, squares and points)
- g. Determine location coordinates at any identified point
- h. Search by GIS attribute data (i.e. RE search)
- i. GIS parcel overlay
- j. Ability to utilize data through an ArcGIS Server service (10.x)
- k. Ability to export view / image as a pdf and / or jpg file
- l. Ability to add COJ GIS data by accessing COJ ArcGIS Server services (both from self-hosted, and external servers)
- m. Ability to add COJ GIS shape files

2.4.9 The Vendor shall provide COJ with a method allowing an oblique imagery viewer to be integrated into existing COJ web applications.

- a. Solution should allow for an oblique imagery viewer to be served via an API (Application Programming Interface), preferably with an SKD or similar method
- b. Solution should allow for integration with both ArcIMS and ArcGIS Server applications.
- c. The above viewer and API should provide the following functionality:
 - Zoom in and zoom out for viewing
 - Directional select view (North, East, South, West and Ortho)
 - Display compass on image
 - Display location (coordinates) of selected point on map or image
 - Receive either an address or lat/long and return imagery specific to the property for that location to the viewer window
 - Allows for COJ data layers to be overlaid through access to COJ hosted ArcGIS Server services
 - Any API or similar component should be compatible with Windows 7 and Windows 2008 and 2012 Server
 - Provide access to historical (previous year) imagery for that location
 - Provide an in-viewer address or lat/long coordinate search

2.4.10 The following Imagery requirements are expected:

- a. COJ shall have the ability to use the imagery in perpetuity.
- b. COJ shall have unfettered access to the imagery including the ability to display oblique imagery on the Internet and Intranet via mapping Web applications.
- c. COJ shall have the right to distribute the imagery to Duval County municipalities.

2.4.11 COJ desires a change detection solution if available.

- a. Solution must work with the Vendor's data without further data modifications.
- b. Solution should facilitate the comparison of land and property features between existing and new imagery of the same area for the identification of changes.

3.0 DELIVERABLES

The chosen vendor will be responsible for the following deliverable.

3.1 Digital Oblique and Ortho Rectified Imagery for Duval County as described in the Functional Requirements section, including:

- a. At least four (4) oblique images of each point in this area at four-inch (4") resolution covering all of Duval County.
- b. At least one (1) ortho image of each point at four-inch (4)" resolution covering all of Duval County.

3.2 Oblique Imagery Viewing Software & License.

3.3 USB external hard drive interchangeable media should be used for the initial delivery of imagery, but backups in DVDs are required as well.

3.4 Vendor will be required to deliver oblique tiles within thirty (30) calendar days of the last flight.

3.5 Vendor will be required to deliver rectified orthos within sixty (60) calendar days of the last flight.

3.6 Vendor will be required to deliver the ortho mosaic within ninety (90) calendar days of the last flight.

5.0 PAYMENT & PRICE (see separate attachment)

Total price shall include all costs (including, but not limited to, travel and other incidental expenses) to provide services and deliverables identified in the Functional Requirements and Deliverables sections of this RFP. The terms of the contract will be for two (2) years from date of award based on appropriately allocated funds. Buyer will have the option of two additional two-year renewals. No separate overhead charges will be accepted by COJ.

CONTROL [cam]

EXHIBIT B

Duval County, Florida

December 15, 2014

Introduction

ControlCam, LLC is pleased to provide Duval County, Florida with this quotation for aerial imaging services and the related software suite of products needed to take full advantage of our aerial imaging.

Aerial Imaging Services

- ↗ Provision of aircraft and pilot to support the acquisition of aerial imagery over Duval County, Florida.
- ↗ Development of flight plans needed to cover Duval County, Florida. All flight plans will be approved by Duval County, Florida in advance of flight.
- ↗ Delivery of images in the form identified Duval County, Florida as well as online access to those images for a period of 12 months from acceptance dates.
- ↗ Aerial Images will meet specifications and acceptance criteria set by Duval County, Florida.

Specifications

↗ Area to be Covered	<u>Duval County</u>
↗ GSD	<u>4 inch</u>
↗ Sun Angle	<u>Greater than 30%</u>
↗ Overlaps	<u>60% endlap 40% sidelap</u>
↗ Image Format	<u>jpeg or tiff</u>

Image Acceptance Criteria

↗ Clouds and Shadows	<u>90% cloud free</u>
↗ Flying Heights	<u>3,500 feet</u>
↗ Adherence to Flight Plan	<u>98%</u>
↗ Adherence to Image Specifications	<u>95%</u>



Software Suites

Control Central

- Software application for viewing ortho and oblique images
- Software application for address/Parcel ID/ RE Number lookup
- Software to allow for quality assurance/control processing
- Visual Change Detection
- Integration with ESRI software
- Integration with county data

Icaros Measurement Tools

- Software application for measuring Oblique Imagery
- IMT will have Runtime Version completed by April 2015
- Integration with ESRI software
- Integration with county data

FotoNotes Mobile Application

- Mobile application for digital tax appraisals
- Cama Integration

Maintenance, Training & Support

- All training necessary for Duval County staff is included in base pricing, as well as software maintenance and support 12 months from acceptance date.
- Software upgrades during the first 12 months are also included at no charge.
- Subsequent annual maintenance and support will be at 20% of published retail pricing.

Pricing

↗ Aerial Imaging Services: Flight 2015

4-inch resolution (965 SQ MILES Orthos & Obliques)	\$96,500 (Buffer Included)
Control Central Software	\$0 (Maintenance Waived)
ICAROS Measurement Tools (Enterprise)	\$50,000 (Indefinite License)
SGM Point Cloud Data	\$5,000

PRICING SUBTOTAL \$151,500

↗ Optional Items:

Control Central Software 2016 Maintenance Fees	\$1,000 (Optional Maintenance)
ICAROS Measurement Tools 2016 Maintenance Fees	\$10,000 (Optional Maintenance)
Pictometry File Conversion Single Annual Database	\$21,000 (\$10,500 per database)*
Mobile Application (20 Users)	\$20,000 (\$10,000 Annual Fee)
Control Central Automated Change Detection	\$10,000

PRICING SUBTOTAL \$62,000

TOTAL COST (WITH OPTIONAL ITEMS): \$213,500

IMT will have Arc Runtime Licensing available by April 2015 at no additional charge. IMT Runtime will offer Duval the ability to use the IMT without investing in additional Arc Licenses. When Runtime is completed, there will be no ESRI license charge or any additional charges separate from the \$50,000 tool cost, and no additional charges for Runtime maintenance.

File Conversion at a maximum cost of \$10,500 per database year. Pictometry single year data conversion cost is expected to decrease once automated process is implemented. This is expected to be released within 2016.

Terms

- ↗ Prices are exclusive of any applicable taxes
- ↗ If any images are resold, Duval will receive 20% of each contract to go towards a future flight.
- ↗ Quotation is valid until December 31, 2014

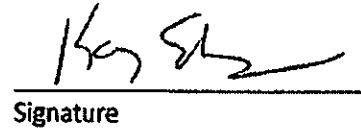
Purchase & Delivery

To complete this purchase order, please initial each page of this quotation, sign the last page and fax back to Paige Parker at 1-877-974-2121; or submit a corporate purchase order to the same fax number referencing the quotation number listed in the upper right corner.

Acceptance



Paige Parker
VP of Sales
ControlCam, LLC
904-758-2604



Signature

Kay Ehas
Printed Name

December 22, 2014

Date

Chief Administrative Officer

Title

Duval County, Florida



Certificate of Insurance



This is to certify to (Certificate Holder): City of Jacksonville, 214 N. Hogan Street, Suite 105, Jacksonville, FL 32202

The following policy(ies) have been issued to: Mar-Tech Engineering, LLC. And ControlCam, LLC. 855-1 St. Johns Bluff Road, Box 12, Jacksonville, FL 32225

AIRCRAFT POLICY NO: AVC001423 14 POLICY PERIOD: FROM: May 1, 2014 TO: May 1, 2015
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY
THIS COVERAGE IS EFFECTIVE 12:01AM, December 15, 2014
LIABILITY COVERAGES: LIMITS OF LIABILITY

Table with columns: EACH PERSON, EACH OCCURRENCE. Rows: Bodily Injury, Property Damage, Passenger Bodily Injury, Single Limit including Passengers, With Passenger Liability Limited to.

DESCRIPTION OF AIRCRAFT: FAA NUMBER YEAR MAKE & MODEL
PHYSICAL DAMAGE COVERAGE: INSURED VALUE
All Risks Ground and In-Flight
DEDUCTIBLES (NIM/IM)

X As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

AIRPORT POLICY NO: POLICY PERIOD: FROM: TO:
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY
THIS COVERAGE IS EFFECTIVE 12:01AM
LIABILITY COVERAGES: LIMITS OF LIABILITY

Table with columns: LIMITS OF LIABILITY. Rows: Comprehensive General Liability, Completed Operations, Not Applicable, Hangarkeepers Liability, Premises Medical Payments, Deductibles: Hangarkeeper's Liability, Premises Liability.

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage...
Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage...
X Is included as an Additional Insured on aircraft liability coverage...
X Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) day notice of cancellation of any policy above, ten (10) days for Non-Payment of Premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorize representative or producer.

Agency Name: FALCON INSURANCE AGENCY OF FL., INC.
Agency Phone: 863-646-9688

Phoenix Aviation Representative:

[Signature]

Date: December 15, 2014

CERTIFICATE OF INSURANCE**THIS IS TO CERTIFY TO:**

City of Jacksonville
214 N. Hogan Street, Ste. 105
Jacksonville, FL 32202

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Northeast Florida Aircraft Maintenance, Inc., ControlCam, LLC and Mar-Tech Engineering, LLC
Hangar 12, Craig Airport
Jacksonville, FL 32225

POLICY NUMBER: NAF4033236
POLICY PERIOD: From August 1, 2014 To August 1, 2015
INSURANCE COMPANY: Catlin Insurance Company, Inc.

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY: Please refer to attached schedule which is incorporated as a part hereof.

As respects the above certificate holder:

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization, but only with respect to liability arising out of the Named Insured's aviation operations. In addition, notwithstanding any provision in the policy to the contrary, the Company waives its rights of subrogation against Additional Insured. This waiver shall not affect any of the Insured's own rights under this contract.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of January 1, 2015.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies.

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: 
W. Brown & Associates Insurance Services

Date of Issue: December 15, 2014
Certificate No.: 9

SCHEDULE OF LOCATIONS

Location of Aviation premises owned, rented to or occupied by the Named Insured:

Craig Municipal Airport, Jacksonville, FL
Including those airport premises necessary and incidental to the Aviation Operations of the Named Insured.

Type of Coverage:

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Products/Completed Operations Occurrence Limit	\$2,000,000
Personal Injury & Advertising Injury Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$50,000
Medical Expense Limit (Any One Person)	\$1,000
Each Occurrence	\$5,000
Hangarkeepers' Each Loss Limit	\$100,000
Hangarkeepers' Each Aircraft Limit	\$100,000
Hangarkeepers' Deductible Each Occurrence	See Below
On-Premises Automobile	\$1,000,000
Hangarkeepers' Deductible(s): \$5,000 per aircraft/\$10,000 as respects jet and turbine-powered aircraft	

