

**CITY OF NAPLES, FLORIDA
AGREEMENT (and LICENSE)**

Contract No.

Clerk Tracking No.

15-00175

Project Name:

Naples Panorama Live Streaming Webcam-Naples Pier

THIS AGREEMENT (the "Agreement") is made and entered into this 21st day of **October, 2015**, by and between the City of Naples, a Florida municipal corporation, located at 735 Eighth Street South Naples, Florida 34102 (the "CITY") and Naples Backyard History, Inc., a Florida Non-Profit Corporation (IRS 501(c)(3)), located at P.O. Box 2149 Naples, Florida 34102 (the "CONTRACTOR").

WHEREAS, the CONTRACTOR has submitted a proposal to install and maintain a Panorama Live Streaming Webcam at the Naples Pier, or alternatively at a nearby location that will provide live streaming panoramic video of the Naples Pier, the beach and the Gulf of Mexico (the "Webcam"); and

WHEREAS, the webcam expense will be funded exclusively by the Contractor, which will to raise revenues from donors; and

WHEREAS, the webcam provides a public service as well as a private benefit, in informing the public as to the local weather conditions in the City of Naples;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONTRACTOR'S RESPONSIBILITIES**

1.1. The CONTRACTOR will install or reimburse the CITY for installation (at the CITY's option), upon an existing City or utility pole, one Live Streaming Webcam and related power source as generally described in the Specifications, attached as **EXHIBIT A** and made a part of this Agreement. The CONTRACTOR will be responsible for maintenance of the Webcam and will coordinate with the CITY concerning the need to repair, update or remove the Webcam or any of its related components.

1.2. The CONTRACTOR will be solely responsible for content of any donor acknowledgement it may use. It agrees that it will not advertise pornographic, illegal or deceptive material.

1.3. The CONTRACTOR agrees that if the Webcam should create a conflict or interference with CITY cameras or devices in the area, or if it should prove to be a source of "swatting" (e.g., one or more incidents of calling in false emergencies) or other illegal activity, upon notification by the CITY, the CONTRACTOR will remove or permit the CITY to remove the Webcam and related components.

1.4. The CONTRACTOR agrees to designate, in writing, within 5 calendar days after execution of this Agreement by both parties, a qualified person to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the

Agreement.

1.5. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.6. The Contractor agrees to provide live streaming video for use on the City's web site if requested by the City. The City will include a statement that acknowledges the live streaming webcam video is provided by NaplesPanorama.org.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY will assist in, or inspect, the installation of the Webcam and its related components.

2.2. The CITY shall designate in writing a project coordinator (the City Manager or designee) to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project.

2.3. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for work to be provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the work and monitoring by the CONTRACTOR.

ARTICLE THREE TIME

3.1. The installation of the Webcam and its related components shall be completed by **November 12, 2015**, unless an extension is granted by the City Manager.

3.2. The Agreement and its License to operate the Webcam upon the existing pole at the Naples Pier or the alternative site is hereby approved for an **initial period of 3 years** with **automatic renewals each year for 2 additional years**. If either party notifies the other in writing (including by electronic means) of its intention not to renew prior to July 1 of any year (whether initial or renewal terms) the Agreement shall terminate on November 1, of that year. The Agreement and License may

be extended in subsequent years by mutual agreement of the parties. At that time the CITY may (but is not required to) conduct a review to ensure that the equipment continues to be state of the art, or is replaced by equipment that is state of the art, and whether there are other options available to the City.

3.3. If the use or operation of the Webcam should interfere with or obstruct the use of CITY cameras or other equipment or interfere with the operation of the Naples Pier, the CITY may discontinue the operation of the Webcam. If it is an emergency situation, the CITY may discontinue such use summarily and immediately. In any event, the CITY shall notify the CONTRACTOR and specify the reason. This includes discontinuance, without limitation, due to force majeure (especially lightning strikes), acts of terrorism (including "swatting" or computer hacking), insufficient maintenance or discontinuance of the service by the CONTRACTOR. The CONTRACTOR agrees to remove the Webcam and its related components at its cost.

3.4. If the CONTRACTOR should fail to commence, provide, perform or complete any of the services to be provided in this Agreement in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY, the CITY at its sole discretion and option may withhold any permits and licenses until such time as the CONTRACTOR resumes performance of its obligations in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR'S performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The CONTRACTOR shall pay to the CITY compensation in the amount of **\$25,000 per year**, payable in a lump sum on November 1 of each year, commencing 2015. The compensation is intended to be in the nature of a donation to the CITY for New Year's Eve fireworks at the Naples Pier, but is unrestricted and non-refundable.

4.2. Upon request of the CITY, the CONTRACTOR will provide for access to and from the CITY'S website without charge.

ARTICLE FIVE INDEMNIFICATION

5.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SIX INSURANCE

6.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT B** and made a part of this Agreement.

**ARTICLE SEVEN
TERMINATION OR SUSPENSION**

7.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy, insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR'S principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice (except as provided in Paragraph 3.3 for emergencies).

7.2. If, after notice of termination of this Agreement as provided for in paragraph 7.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for above, then the notice of termination will become void. In any event, CONTRACTOR's remedies against the CITY shall be limited to reimbursement of a pro-rata portion of compensation paid if the consecutive days of non-use exceed 15. Under no circumstances shall the CITY be liable for additional compensatory damages or be liable for consequential or other damages.

**ARTICLE EIGHT
CONFLICT OF INTEREST**

8.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE NINE
NOTICES AND ADDRESS OF RECORD**

10.1. All notices required or made pursuant to this Agreement to be given by the parties shall be in writing and shall be delivered to the other party at the following addresses of record. Notices of termination or non-renewal shall be delivered by hand or by first class mail unless waived:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager
(bmoss@naplesgov.com)

Naples Backyard History, Inc.
Attention: David Bishop
P.O. Box 2149
Naples, FL 34102
(naplespanorama@gmail.com)

10.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE TEN MISCELLANEOUS

10.1. The CONTRACTOR shall assume a duty of reasonable care and diligence.

10.2. Unless otherwise stated, "in writing" or "written" includes handwritten, typed, or preserved by electronic means (such as e mail or text message) and transmitted by mail, facsimile, e mail, social media, or other electronic means.

10.3. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. Nor shall any modification, waiver, suspension or termination of the Agreement or of any terms thereof impair the rights or liabilities of either party.

10.4. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

10.5. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

10.6. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

10.7. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

10.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

10.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

10.10. Attorneys' fees. Except as otherwise provided in this Agreement, each party shall be responsible for its own attorneys' fees.

10.11. Records. The CONTRACTOR shall keep the logs of visitors to the web site/camera by IP address for 30 days and will provide the CITY'S Technical Services director and police department

with such records if requested, at no charge to the CITY. The CITY will request such records only in accordance with necessary investigative purposes.

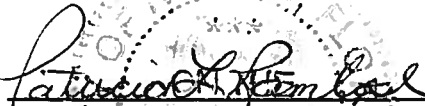
**ARTICLE ELEVEN
APPLICABLE LAW**

11.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

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

ATTEST:

By: 
Patricia L. Rambosk, City Clerk


Approved as to form
and legal sufficiency:

ATTEST:

By: 
Corporate Secretary

CITY:

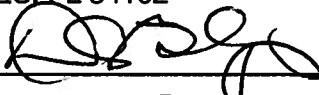
CITY OF NAPLES
A FLORIDA MUNICIPAL CORPORATION

By: 
A. William Moss, City Manager

By: 
Robert D. Pritt, City Attorney

CONTRACTOR:

NAPLES BACKYARD HISTORY, INC.
A FLORIDA NON-PROFIT CORPORATION
ATT: DAVID BISHOP
P.O. BOX 2149
NAPLES, FL 34102

By: 

Printed Name: DAVID C BISHOP

Title: Project Director

FEI/EIN Number: On File
(D)

EXHIBIT A
SPECIFICATIONS

The SPECIFICATIONS are set out in the following attached pages:

EXHIBIT A
SPECIFICATIONS



**Naples Backyard
History**

239-774-2978 cell 239-682-6800

P.O. Box 2149, Naples, Florida 34106
www.naplesbackyardhistory.org 501(c)3 nonprofit
www.naplespanorama.org – live streaming video webcam

Lavern N. Gaynor, Founder ~ Judy Bishop, Executive Director ~ David Bishop, Project Director

NAPLES PANORAMA WEBCAM PROPOSAL
LOCATION DOCUMENTS
October 12, 2015

CONTENTS

1. Proposed webcam, EarthCam StreamCam HD Dome
2. Camera pole mounting example
3. Control box example
4. Drawing – concrete column location for camera installation
5. Projected webcam location at men's restroom, services
6. Views of existing concrete column
7. Pier: photo simulation of webcam view with locational arrows
8. Pier: Satellite view of pier with camera location and field of view
9. Alternate location: 11th Avenue South at beach steps
10. Alternate: Satellite view with field of view
11. Naples Backyard History, Naples Panorama mission statement



StreamCam HD Dome

Real-time live streaming video and audio

HD clarity and 360° robotic controls to share the best streaming views of tourism destinations and entertainment locations around the world.



[Home](#) > [Products](#) > StreamCamHD Dome

Features

- Live simultaneous video streams at full frame
- Remote robotic control with 32x optical zoom
- Day and night function
- Multi-stream H.264 and Motion JPEG
- Multiple archive presets: 1,920 x 1,080 pixels
- Real-time audio support
- All weather dome housing with heater and fan
- Fast, dependable, solid state Linux system
- Streaming video over 4G wireless networks

Benefits

- Promote multiple views from one location
- Full frame HD video streaming
- Enhanced zoom capabilities to view more detail
- Commercial quality feeds
- Maximum 360° robotic flexibility
- Share progress with the public and drive traffic to your website
- Boost your online presence with social media integration
- Make a lasting impression with your visitors

Key Features



Learn more.
Download our company brochure



A&E and Bid Specifications.
Download these specifications for your bid



1-800-327-8422

Related Products



Integrated Software



Available Options



Project Portfolio

Explore a sample of our clients using this solution



Las Vegas



Harbor Seals



Giraffe Cam



Dealey Plaza



Greece



Times Square



New Orleans

Professional Managed Services

Live Streaming Pan/Tilt/Zoom Camera

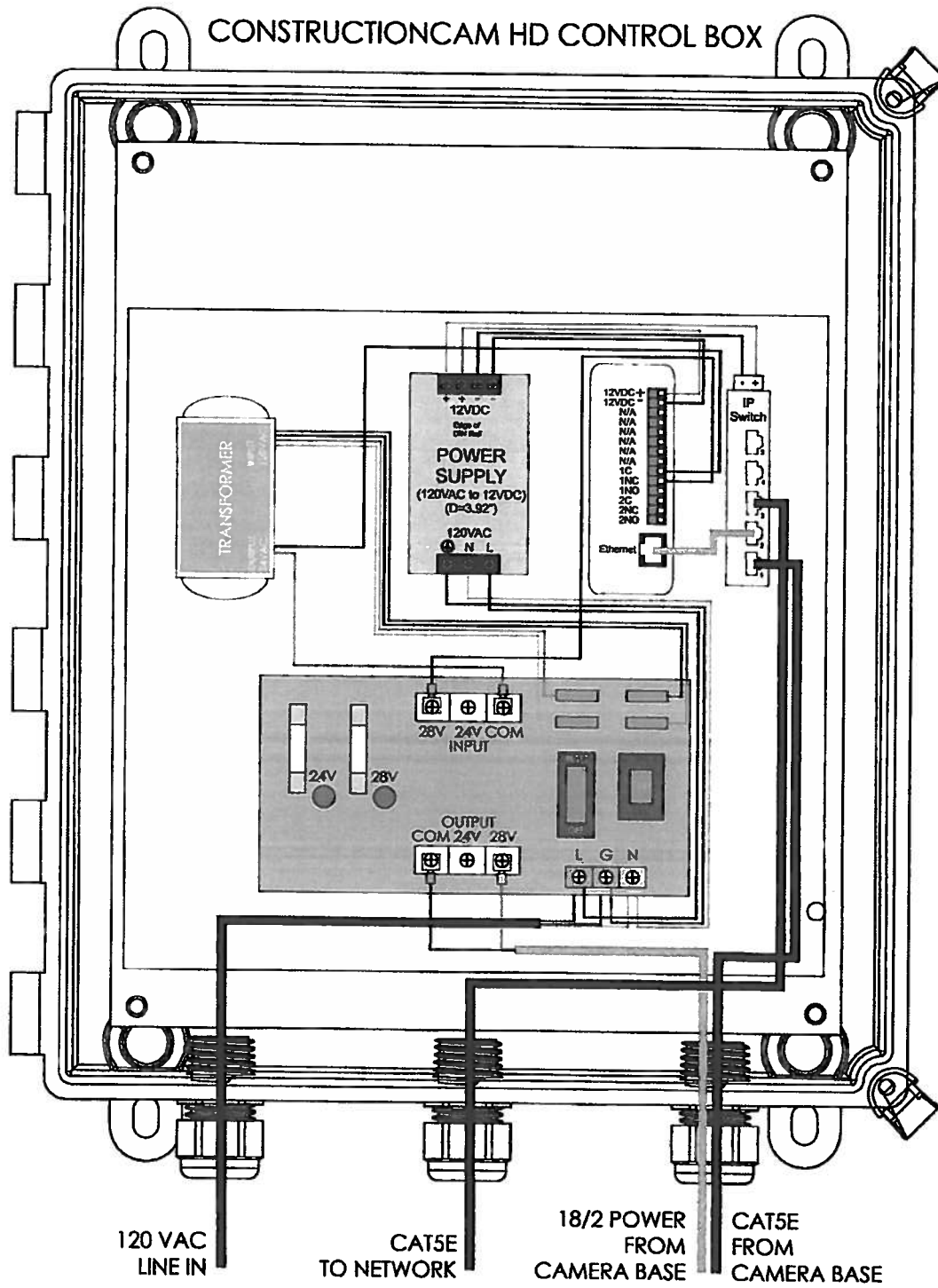
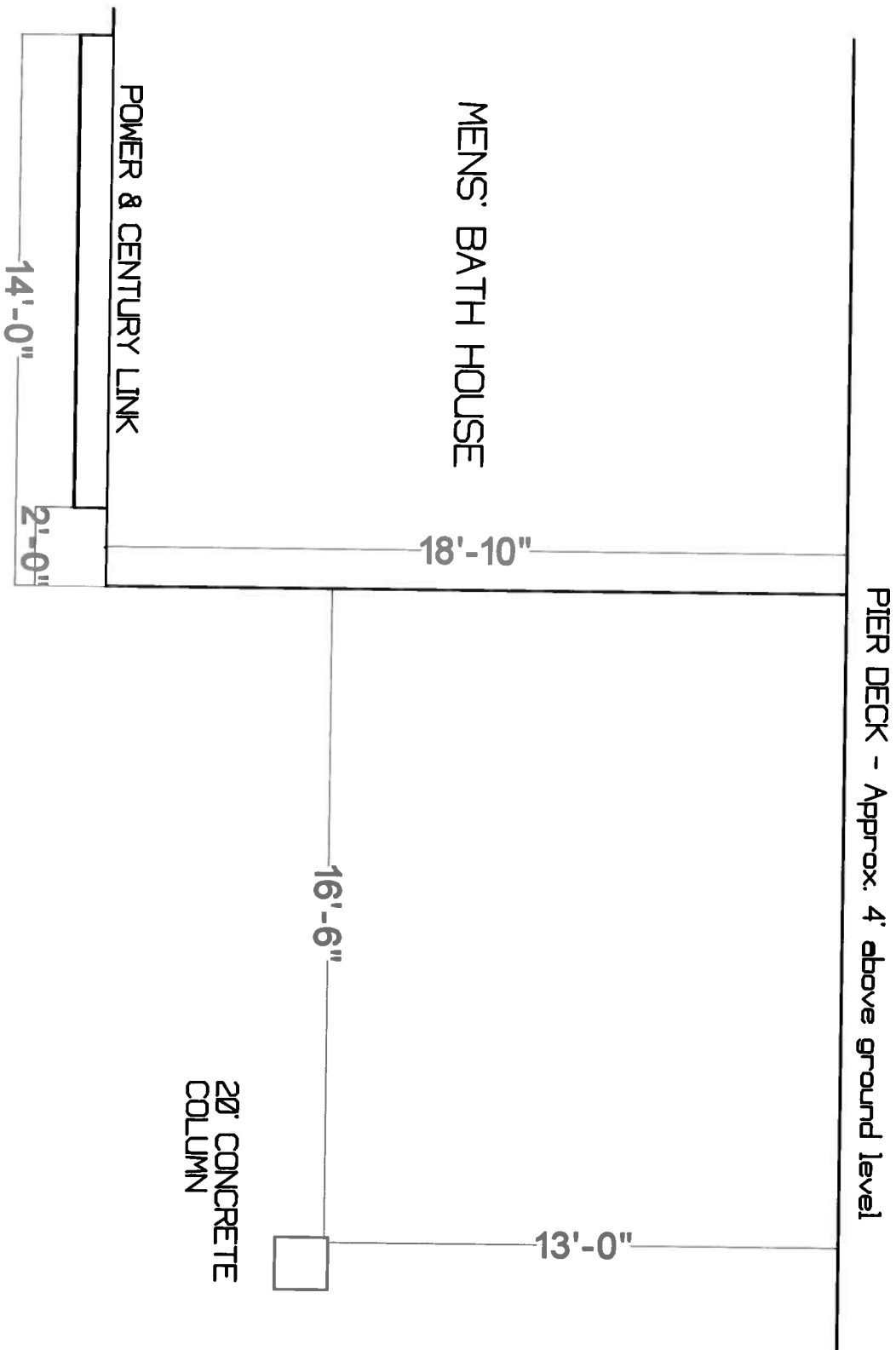


Figure 18. Control Enclosure Wiring



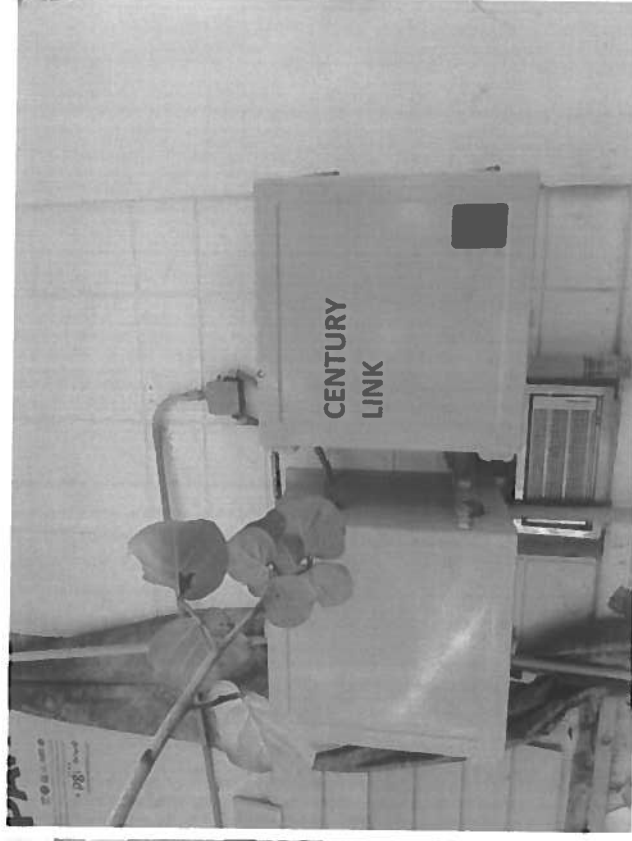
**Projected
webcam location
for
NAPLES
PANORAMA—
NAPLES
BACKYARD
HISTORY**

Top Left: Northwest
corner of men's
restroom toward
concrete column
with corner of
Century Link
telephone terminals

Top Right: power &
Century Link service
at Northwest corner
of men's restroom

Bottom Left:
restroom electrical
service

Bottom Right: view
of column from bath
house wall



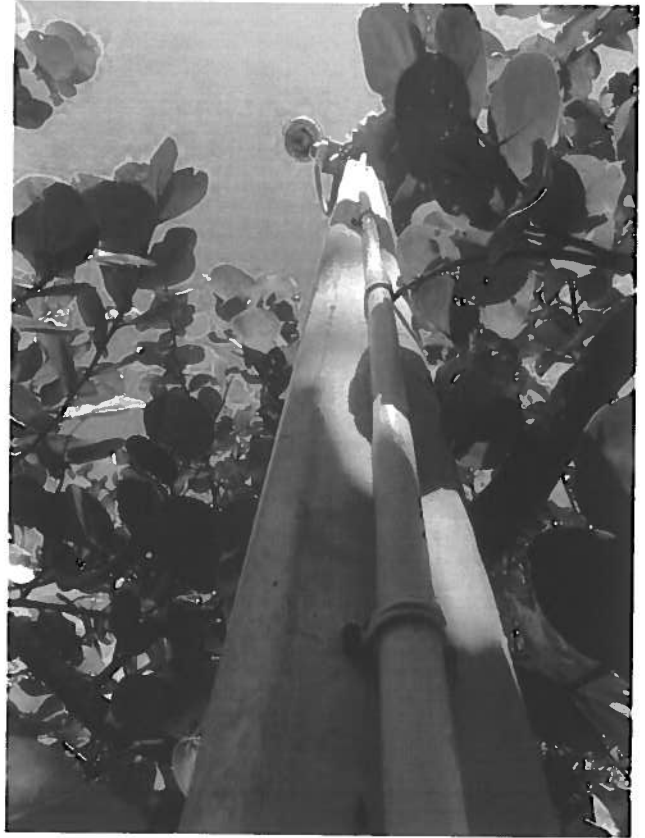
Projected webcam location for NAPLES PANORAMA—NAPLES BACKYARD HISTORY

Top Left: view along north side of men's restroom — power & telephone on NW corner

Top Right: concrete column with security cameras—plastic conduit

Bottom Left: base of concrete column

Bottom Right: view of column from west restroom wall





Naples Backyard History

Naples Backyard History, Inc. — 501(c)(3) charitable nonprofit organization

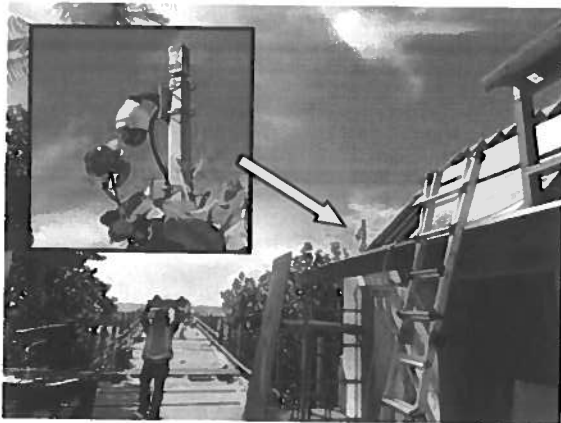
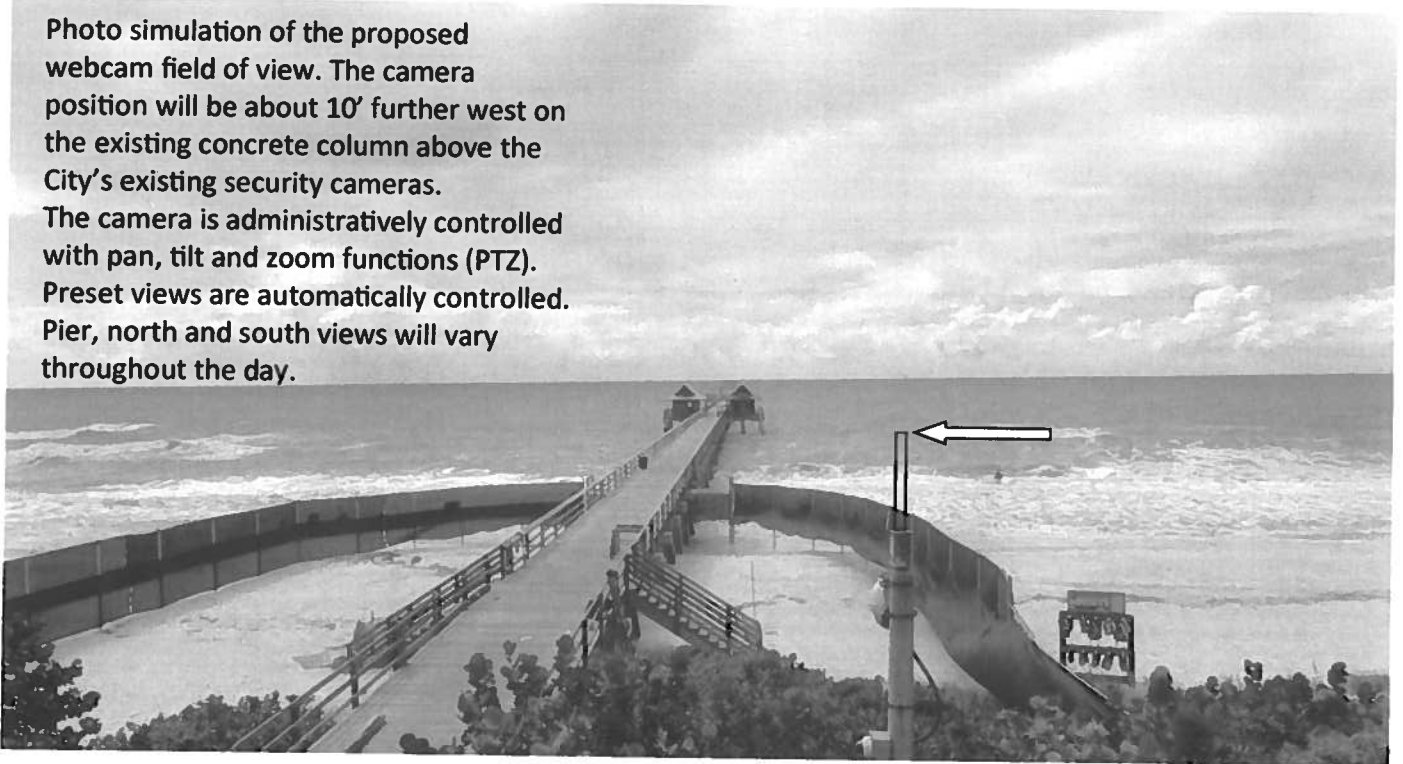
NAPLES PANORAMA LIVE STREAMING WEBCAM INSTALLATION PROPOSED FOR CITY OF NAPLES' NAPLES PIER



Naples Backyard History, Inc. — A 501(c)(3) non-profit organization

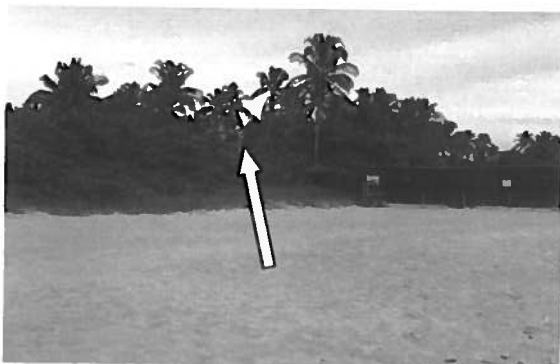
Photo simulation of the proposed webcam field of view. The camera position will be about 10' further west on the existing concrete column above the City's existing security cameras.

The camera is administratively controlled with pan, tilt and zoom functions (PTZ). Preset views are automatically controlled. Pier, north and south views will vary throughout the day.



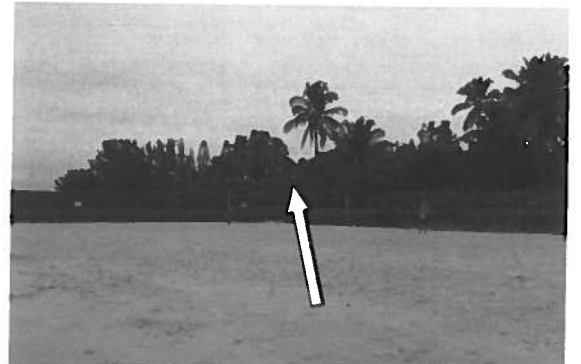
Left: view of pier and security cameras at bath houses

Left: view of security cameras and bath houses from pier at steps to beach



Right: view of cameras from beach—north

Right: view of cameras from beach—south



Naples Backyard History

Naples Backyard History, Inc. - 501(c)(3) charitable nonprofit organization



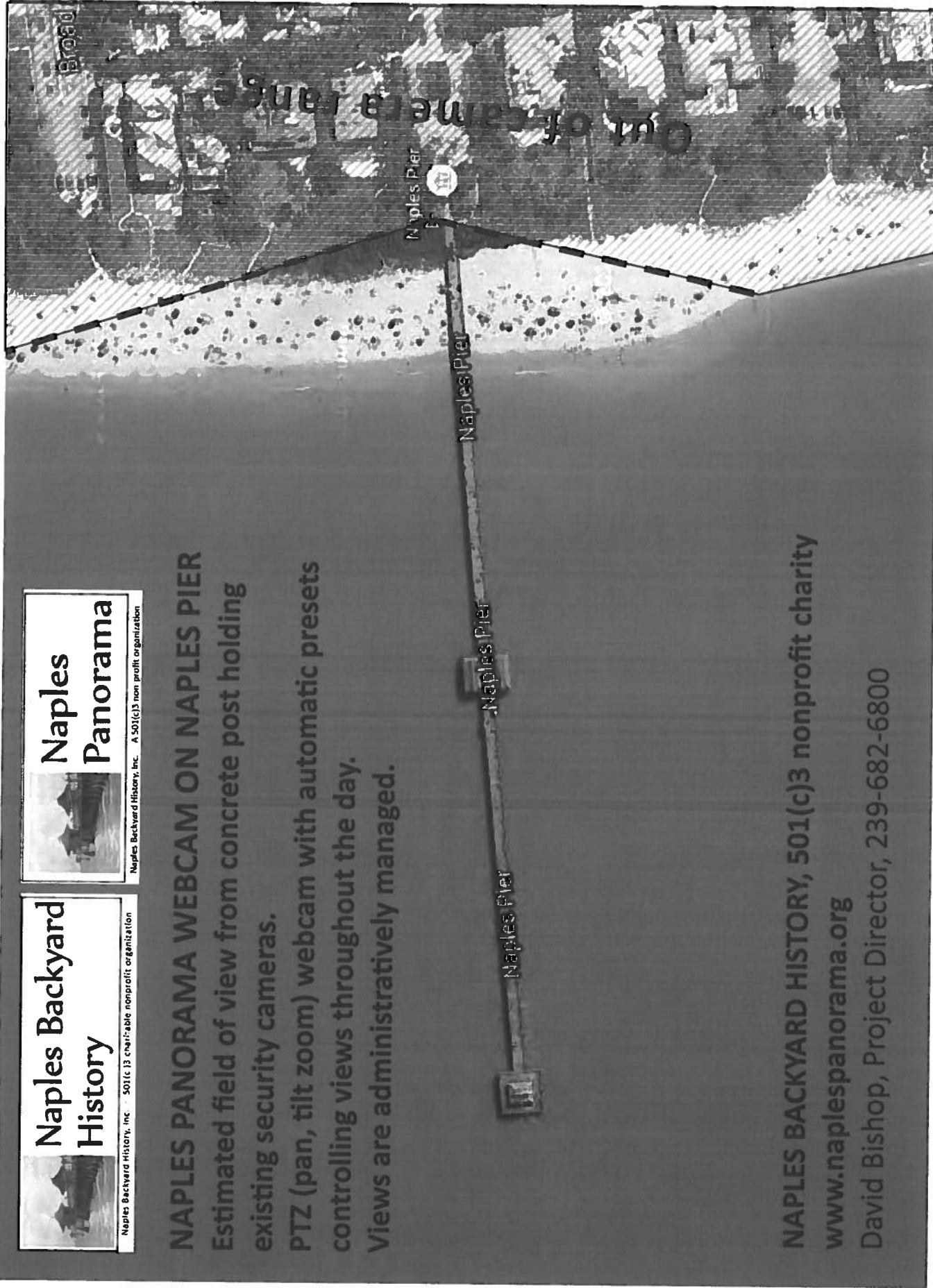
Naples Backyard History, Inc. - A 501(c)(3) non profit organization

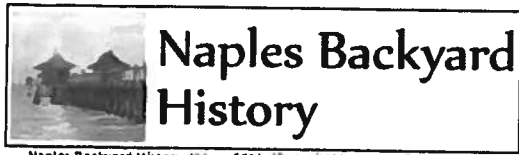
Naples Panorama

NAPLES PANORAMA WEBCAM ON NAPLES PIER

Estimated field of view from concrete post holding existing security cameras.
PTZ (pan, tilt zoom) webcam with automatic presets controlling views throughout the day.
Views are administratively managed.

NAPLES BACKYARD HISTORY, 501(c)3 nonprofit charity
www.naplespanorama.org
David Bishop, Project Director, 239-682-6800





Naples Backyard History, Inc. is a 501(c)(3) charitable nonprofit organization

**NAPLES PANORAMA
LIVE STREAMING WEBCAM
ALTERNATE INSTALLATION LOCATION
AT THE BEACH STEPS
11TH AVENUE SOUTH**



Naples Backyard History, Inc. A 501(c)(3) non-profit organization



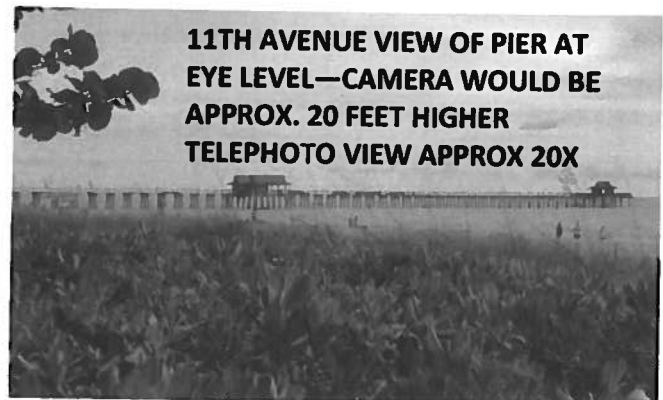
Top Row: beach steps—arrow is existing lamp post; 2 views of post looking west

Center Left: arrow points to lamp post **Center:** view from steps **Right:** existing Century Link terminal

Lower left: left arrow—power available on post; right arrow is city lamp post



WIDE ANGLE VIEW



11TH AVENUE VIEW OF PIER AT EYE LEVEL—CAMERA WOULD BE APPROX. 20 FEET HIGHER TELEPHOTO VIEW APPROX 20X

Naples Backyard History



Naples Backyard History, Inc. - 501(c)3 charitable nonprofit organization

Naples Panorama



Naples Backyard History, Inc. - A 501(c)3 non profit organization

NAPLES PANORAMA WEBCAM AT 11TH AVENUE SOUTH

Estimated field of view from existing lamp post.

Field of view is based on position, height of camera and trees .
PTZ (pan, tilt zoom) webcam with automatic presets controlling
views throughout the day.

Views are administratively managed.

NAPLES BACKYARD HISTORY, 501(c)3 nonprofit charity

www.naplespanorama.org

David Bishop, Project Director, 239-682-6800





Naples Backyard History

239-774-2978

cell 239-682-6800

P.O. Box 2149, Naples, Florida 34106
www.naplesbackyardhistory.org 501(c)3 nonprofit

Lavern N. Gaynor, Founder ~ Judy Bishop, Executive Director ~ David Bishop, Project Director

September 18, 2015

www.naplespanorama.org

The Naples Panorama mission statement:

Naples Panorama has been created to serve as an **Alliance**.

- An alliance of nonprofit organizations helping each other to get greater recognition for what we do and how we do it.
- An alliance to help make it easier to reach the people we want to help.
- An alliance to help make it easier to reach those who would like to help us by volunteering, by sponsoring and by donating.

The method is to establish a website that people will want to visit again and again.

The **Naples Panorama live streaming webcam** is the means to accomplish that goal.

It is currently helping to spread the word about nonprofit organizations in our community.

Our website is www.naplespanorama.org.

Since launching the webcam on New Year's Eve 2014, over 250,000 website visits have been logged. The potential, based on other webcams in America, is to generate one million website visits per year.

We would like to have the opportunity to talk to you about what we have accomplished so far and how the you can help us expand our initiative and achieve our goals.

Naples Panorama is sponsored by Naples Backyard History a 501(c)3 nonprofit.

EXHIBIT B

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. If vehicles are used in its operation, the Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]