

PROFESSIONAL SERVICES AGREEMENT BETWEEN GRIDICS LLC AND THE CITY OF FORT LAUDERDALE, FLORIDA

THIS AGREEMENT, made this ____ day of _____ 2018, is by and between the City of Fort Lauderdale, a Florida municipal corporation, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Gridics LLC**, a Delaware limited liability company authorized to transact business in the State of Florida, (“Gridics,” “Contractor”, or “Company”), whose address is 169 E. Flagler Street, Suite 1640, Miami, FL 33131, Phone: (786) 220-5295, E-mail: info@gridics.com.

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Gridics, LLC and the service(s) provided allow for a designated number of City employees to use Gridics software applications to check development plan reviews, conduct 3D development planning scenarios, research zoning regulations, and allow the City to reference Gridics Software applications as a local zoning resource for the public and the City, and the Contractor further covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- A. Scope of Services (Exhibit A)
- B. Compensation Schedule (Exhibit B)
- C. Project Proposal (Exhibit C)

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that Exhibit A contains a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on the Effective Date and shall continue in effect for two (2) years, unless the City provides written notice to Contractor at least thirty (30) days prior to the start of the year two that the City cannot renew this Agreement due to the unavailability of funds for the City to meet its obligations or the product does not meet the city's operational needs. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable during the term of this agreement and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided herein, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly

or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

Contractor grants to the City a limited, non-transferable, non-sublicensable license to access and use Zonar in accordance with Zonar's documentation and policies, and only for the City's internal purposes. The license provided to the City to use the Services is not a sale of the Services or any component thereof. Title to and ownership of all components of the Services, all proprietary rights in and related to the Services, and all portions or components of the same, shall be and at all times remain in the Contractor (or its third-party licensors). The City acknowledges and agrees that Contractor is the sole developer and owner of the Services, and hereby releases any claim to ownership, if any, that City may have to the Services. The Services are protected by patent, copyright, trademark and trade secret laws, and other international treaty provisions. City hereby agrees that it shall not, and shall not permit its employees to, disclose, disseminate, reproduce or publish any of Contractor's information (including trade secrets) that is confidential pursuant to Florida law and disclosed to the City or its employees during the performance of Contractor's obligations under this Agreement.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or

failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. The license granted pursuant to this Agreement shall immediately terminate and City shall cease using Zonar. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes

Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor and associated Subcontractors for this project disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor and associated Subcontractors for this project, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor and Subcontractors to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor and Subcontractors delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor related to this Agreement. Contractor shall keep, Contractor and subcontractors books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor shall make same available at no cost to City in written form.

Contractor shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor records, Contractor and shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other Contractor and who has been placed on the 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor and Subcontractors may be independent contractors under this Agreement. Services provided by Contractor and Subcontractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Subcontractors shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Subcontractors any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. The City's consent may not be unreasonably withheld.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractors' and its suppliers' and licensors' liability exceed the amounts paid by City under this agreement regardless of the form of the claim (including without

limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Notices

Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand (including pre-paid courier) or sent by certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight courier (e.g, FedEx) and addressed to the parties' respective addresses set forth in the preamble above or by email to info@gridics.com for the Contractor and purchase@fortlauderdale.gov for the City.

Y. Owed Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Z. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment,"

the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2017), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2017), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2017), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2017), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2017), as may be amended or revised.

CC. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney

ATTEST:

Gridics LLC

Print Name:
Title:

By: _____
Jason Doyle
Member

(SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ for Gridics LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

EXHIBIT A – SCOPE OF SERVICES

- 1) **Subscription:** During the term of this Agreement, Contractor will grant access to City to use Gridics's Zonar.City software service (the "Zonar") pursuant to Contractor's policies posted on Contractor's website at www.Gridics.com, as such policies may be updated from time to time. Contractor retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Zonar and all logos and trademarks reproduced through Zonar, and this Agreement does not grant City any intellectual property rights in Zonar or any of its components.
- 2) **Implementation:** Contractor will work with Department of Sustainable Development, Planning and Zoning division representatives in the City to integrate the City's zoning code regulations into Zonar within 45 days of the Effective date of this Agreement.
- 3) **Planning & Zoning Review Modules:** Contractor will grant City access to the Zoning Allowance, Capacity Analysis and Zoning Plan Review sections of the Zonar application within 45 days of the Effective date of this Agreement.
- 4) **3D Zoning Map Website – Initial Development:** Contractor will build a website that will allow end users to view 3D shapes of buildings throughout the City. Mapped data layers will include existing building shapes as provided by City and building envelope mass shapes as allowed by zoning.
- 5) **Infrastructure Module:** Contractor will work with City to define and develop an Infrastructure Module. Contractor agrees to target delivery within six (6) months after the Effective date of this Agreement.
- 6) **Traffic Module:** Contractor will work with City to define and develop an Infrastructure Module. Contractor agrees to target delivery within six (6) months after the Effective date of this Agreement.
- 7) **Ongoing Code Administration:** City agrees to designate one or more City employee to be responsible for administering the City's digital zoning code in Zonar on an ongoing basis.
- 8) **Joint Press Release:** City authorizes Contractor to issue a press release, subject to the City's Strategic Communications Manager's prior written approval, announcing the City's adoption of and use of Zonar.
- 9) **Link to Zonar:** Upon completion of #2 above, City agrees to add a link to www.Zonar.City from the zoning and land use information page (<http://www.fortlauderdale.gov/departments/sustainable-development/urban-design-and-planning/property-zoning-and-land-use-information>).

EXHIBIT B – COMPENSATION SCHEDULE

City agrees to compensate Contractor for Services as defined in Exhibit A according to the schedule below:

Product/Service Name	Unit Price	Billing Frequency	Total 1st Year Cost	Total 2 nd Year Cost
Planning Analysis License	\$2,500	Monthly	\$30,000	\$30,000
Zoning Plan Review License	\$1,500	Monthly	\$18,000	\$18,000
Traffic Module License (future)	\$1,500	Monthly	\$0	\$18,000
Infrastructure Module License (future)	\$1,500	Monthly	\$0	\$18,000
Initial Code Implementation	\$12,000	One-time	\$0	-
3D Map Implementation	\$15,000	One-time	\$15,000	-
3D Map Ongoing Service	\$1,000	Monthly	\$0	\$12,000
TOTALS			\$63,000	\$96,000

Initial Billing Schedule

1. 3D Map Implementation: Contractor will invoice City 45 days following the effective date of the Agreement.
2. License: Contractor will invoice City for first payable monthly licensing costs 45 days following the effective date of the Agreement and monthly thereafter.

EXHIBIT C – CONTRACTOR’S PROPOSAL



Zoning Code Software

Proposal for
City of Fort Lauderdale

www.Zonar.City

Enterprise Proposal

Prepared For: Ella Parker, AICP



June 27, 2017

Contact: Felipe Azenha
fazenha@gridics.com
305-498-9410

June 27, 2017

Ms. Ella Parker, AICP
Urban Design & Planning Manager
City of Fort Lauderdale
700 NW 19th Ave
Fort Lauderdale, FL 33311

Dear Ella,

As a follow up to our meeting with you and your team, please find below a proposal for the purchase of the Zonar software application product. This proposal letter will cover pricing and key business terms for this type of agreement along with general product overview information about Zonar that will be helpful to your team as you circulate and review.

Zonar is a one-of-a-kind, patent pending zoning code software that will enable Fort Lauderdale to:

1. Visualize 3D zoning capacity in real time
2. Test new zoning scenarios to improve development patterns
3. Conduct faster and more accurate development plan reviews
4. Reduce plan review backlog
5. Improve transparency with the public

The proposed initial agreement term will be for three years and will grant Fort Lauderdale unlimited access to Zonar, including training and support. We are prepared to begin working with you as soon as we can gain approval and execute an agreement so that you and your team can begin utilizing Zonar as soon as possible.

This proposal is valid for 30 days after the date received by the City of Fort Lauderdale.

Thank you very much for your consideration.

Regards,

Felipe Azenha
Director, Business Development

www.Zonar.City



We automate zoning codes, bringing real estate planning, development and design to life!

Zonar's patent-pending rules engine combines the measurable requirements of any zoning code with property records, parcel shapes and mapped zones to deliver users a 3D interactive digital mapping software to conduct feasibility studies, scenario plans and site plan reviews in real time rather than weeks or months.

www.Zonar.City

Service Overview

Gridics will integrate and calibrate the **Fort Lauderdale** zoning code into the Zonar software application. This will arm zoning reviewers with helpful tool to explain new regulations and review plans while giving staff planners the ability to easily create powerful 3D visualizations with a few simple clicks when developing new zoning code scenarios. In addition, we will develop a full 3D zoning map of the city that will allow the city to view existing building shapes in context with zoning massings.

Implementation	Gridics' team of experienced architects and planners will calibrate the zoning code as designated by the Urban Design and Planning team into the Zonar application within 60 days of execution of a professional services agreement with the City of Fort Lauderdale.
Ongoing Access	Gridics will provide unlimited user access licenses to the Fort Lauderdale for the duration of the contract. One person will be designated Admin level access to manage user access and make adjustments to the base code.
Support and Training	<ul style="list-style-type: none">• Gridics will provide up to three 60 minutes training sessions to all expected users of Zonar.• Gridics provides ongoing chat and email support at no additional charge. This allows users to ask questions to our support team through our integrated chat module or email. Chat is available during business hours and email response will be provided in under 48 business hours.

www.Zonar.City

Proposed Pricing Terms

Product/Service Name	Description	Unit Price	Frequency	Total 1st Year Cost	Ongoing Annual Cost	Delivery Date	Billing/Payment Terms
Planning Analysis License	Subscription for ongoing access to the scenario planning modules (zoning allowance & capacity analysis). This allows staff to conduct real time, site specific 3D and data analysis of development potential according to code and last code changes.	\$2,500	Month	\$30,000	\$30,000	45 Days after PSA Effective Date	Quarterly starting 45 days after execution of PSA
Zoning Plan Review License	Subscription for ongoing access to the Zoning Review module. This allows staff to quickly check development plan values for compliance against code.	\$1,500	Month	\$18,000	\$18,000	45 Days after PSA Effective Date	Quarterly starting 45 days after execution of PSA
Traffic Module License (future)	Subscription for future access to the Traffic analysis module. This requires collaboration with city to define requirements for development. Intent is to utilize traffic data from FL Department to assess impact of proposed development sites on traffic.	\$1,500	Month	\$0	\$18,000	180 Days after PSA Effective Date	Quarterly starting in year 2
Infrastructure Module License (future)	Subscription for future access to the Infrastructure analysis module. This requires collaboration with city to define requirements for development. Intent is to utilize infrastructure data from FL Department to assess impact of proposed development sites on water/sewage infrastructure.	\$1,500	Month	\$0	\$18,000	180 Days after PSA Effective Date	Quarterly starting in year 2
Initial Code Implementation	Process of implementing zoning code into the Zonar platform and provide training to users at the City of Ft Lauderdale.	\$12,000	One-time	\$0	-	Within 60 days of PSA Effective Date	-
3D Map Implementation	Build zoning map website with various 3D layers including existing buildings and as of right zoning.	\$15,000	One-time	\$15,000	-	Within 90 days of PSA Effective Date	Half at execution of PSA and Half at completion
3D Map Ongoing Service	Ongoing support and management of zoning map website.	\$1,000	Month	\$0	\$12,000	90 Days after PSA Effective Date	Quarterly starting 90 days after execution of PSA
Total Cost				\$63,000	\$96,000		

www.Zonar.City

Key Agreement Terms

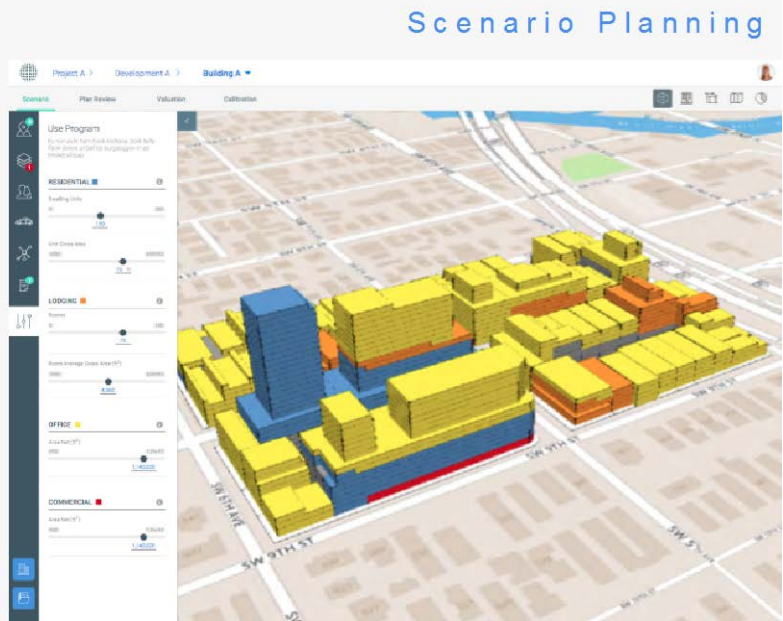
Terms of Agreement	Description
Partnership Start Date	Effective Date of PSA
Initial Contract Term	1 year
Number of User Licenses	Unlimited
Custom Professional Services Rate (quote specific)	\$250/Hour
Renewal Terms	Auto-Renew 1 year
Cancellation	Six Month Notice

www.Zonar.City

The Product

3D Visual Planning

- Single or Multi-building block studies
- Visualize impact of future state development
- Test code changes against numerous scenarios.
- Run retail, commercial, residential, hotel, industrial, parking, and mixed use scenarios
- Easily help public understand proposals
- Side-by-Side Comparable Studies



The Product

Feasibility Scenarios

- Type in address, select parcels, view building envelope
- Displays all zoning use allowances, overlay rules, parking requirements, and available waivers
- Customize Building Parameters
- Customize Building Usage Mix (Residential, Office, Retail, Hotel or Mixed) determine "highest & best use"



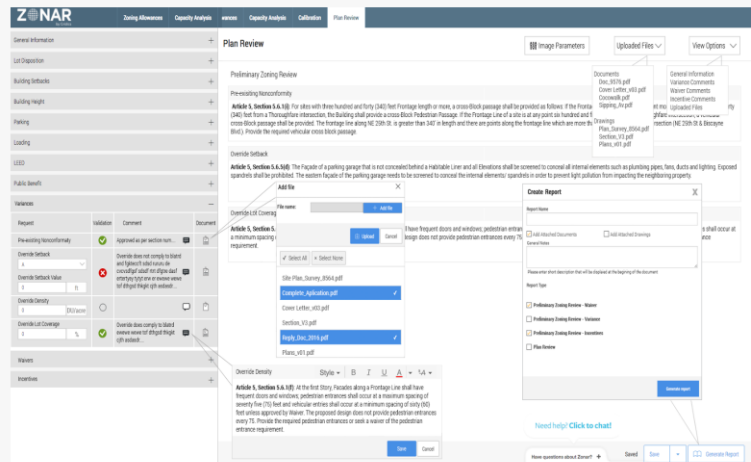
www.Zonar.City

The Product

Development Plan Reviews

Development Plan Reviews Streamlined

- Quickly and Accurately check plan values against code regulations
- Add comments, reference code text
- Easily share plans across departments
- Upload plan images while checking values
- Improved clarity of communication reduces follow up meetings
- Improved accuracy, reduces learning curve



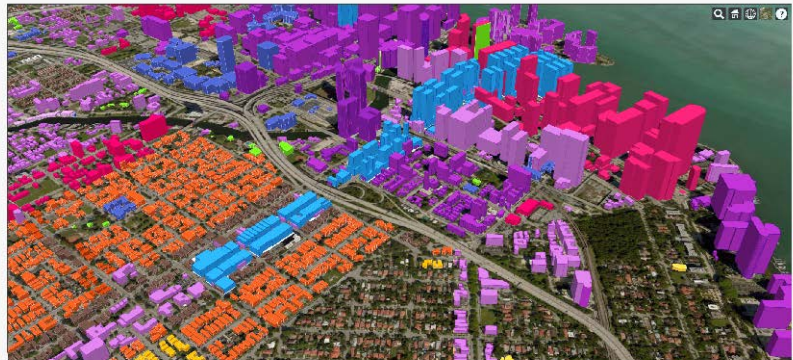
www.Zonar.City

The Product

3D Zoning Map

3D Contextual Zoning Map Website

- View existing building shapes in 3D, color coded to current zones
- Compare existing 3D buildings to zoning potential
- Increase transparency with public
- Easily visualize proposed projects in context with existing structures.



www.Zonar.City

The Product

Infrastructure

Infrastructure Analysis Module*

- Compare existing water and sewage capacity against proposed development scenario.
- Determine whether existing infrastructure changes are required for proposed projects.
- Analyze impact of zoning density changes on existing infrastructure.
- Identify future at-risk infrastructure capacity zones based on current allowed zoning given development potential.

*proposed intent



www.Zonar.City

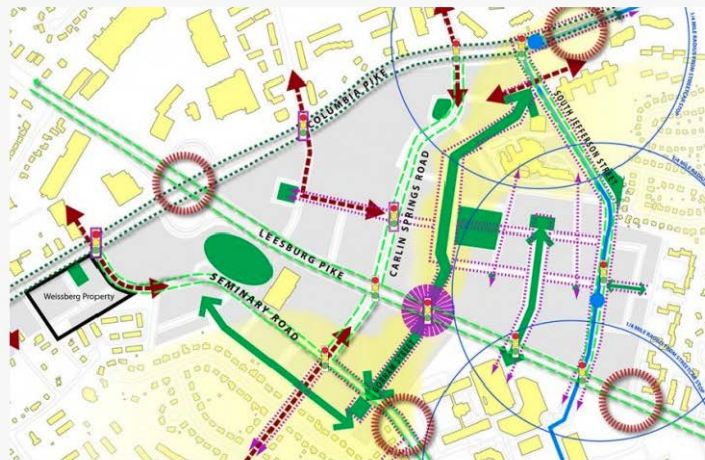
The Product

Traffic

Traffic Impact Analysis Module*

- Integrate Ft. Lauderdale traffic data to deliver outputs such as Level of Service and trip generation data relative to proposed developments.
- Analyze zoning development capacity against traffic models to output potential traffic impact.
- Work with Ft. Lauderdale team to identify other key areas of measurement and functionality to achieve time savings and drive more informed decisions.

*proposed intent



www.Zonar.City

Outstanding Team



Jason Doyle

President, CEO

- SVP at RealPage (Nasdaq: RP)
- VP & GM of Homes.com



Max Zabala

Founder, VP Product

- Architect and Urban Planner @Duany Plater-Zyberk
- Developed SmartCode, the industry leading zoning & planning model
- Masters in RE Development, University of Miami



Felipe Azenha

Founder, VP Biz Dev

- Exec at StreetEasy (Exit to Zillow)
- Investment Banker, HSBC
- Masters in RE Development, University of Miami

www.Zonar.City