

MINUTES
DADE COUNTY BOARD OF COMMISSIONERS
WORKSHOP & REGULAR MEETINGS
OCTOBER 7, 2010

Chairman Ted Rumley gaveled the Dade County Commission Workshop to order at 6:00 p.m. in the Dade County Administrative Building Meeting Room, 71 Case Avenue, Trenton, Georgia. Members present were Robert Goff, Mr. Scottie Pittman, and Mr. Ted Rumley respectively. The Chair announced a quorum of Commissioners present, and therefore a legal meeting was called to order and in session.

The Chairman called for any changes to the workshop or regular agenda. Hearing no changes Chairman Rumley announced the agenda would stand approved as presented by unanimous consent.

The Chairman announced the reading from minutes of the September 2, 2010 workshop and regular meeting. These minutes are public record and available for review during normal business hours in the Office of County Clerk located inside the Dade County Commission office located in the Administration building. Chairman Rumley called for approval of the minutes by polling each Commissioner whereas the board unanimously agreed to add the minutes to the consent agenda for final approval during the regular meeting.

County Clerk Don Townsend noted an employee headcount report was prepared by Human Resource Manager Mrs. Jennifer Hodnick and inserted into each Commissioner's meeting binder under tab number three. Chairman Rumley called for questions or any changes pertaining to the employee headcount report. Hearing none Chairman Rumley announced the report was approved as presented by unanimous consent.

Chairman Rumley called for any appointments or proclamations. Hearing none the Chairman proceeded to the next agenda item.

Chairman Rumley called on any fire departments, emergency services, or others to come before the Commission seeking approval of any SPLOST purchases. Emergency Services Director Alex Case introduced a company (Sewall) to fly over Dade County to capture aerial photography for a total cost of \$24,500. Mr. Case noted the County had received an original price (from another company) a few years back, quoted at \$200,000.00+. Mr. Case stated this is a great opportunity for Emergency Services and the Property Records office to take advantage of this newly quoted price. If Dade County signs an agreement with this company, then Sewall will grant us a joint project price of \$18,000 of the group ortho-photography project. Chairman Rumley called for any further discussion. Hearing none Chairman Rumley polled each Commissioner whereas the board unanimously agreed to approve the capital asset by adding it to the

consent agenda for final approval during the regular meeting. A copy of the quotation provided by Sewall is attached to these minutes and made a part of the official record.

Chairman Rumley called for any additional business to come before the Commission during the work session, hearing none the Chair recessed the workshop meeting at 6:12 p.m. to prepare for the regular meeting to begin.

Chairman Ted Rumley called the Dade County Board of Commissioners regular monthly meeting back to order at 6:21 p.m. in the Dade County Administrative Building Meeting Room, 71 Case Avenue, Trenton, Georgia.

Chairman Rumley asked Mr. Robert Goff to lead the invocation and recitation of the Pledge of Allegiance to the flag of the United States of America.

Mr. Ted Rumley, Commissioner-At-Large served as Chairman of this meeting. The Chairman recognized this meeting as the regular monthly meeting of the Dade County Board of Commissioners. The Chairman further publicly announced that this meeting was official announced and legally advertised as required by the open meeting laws of the State of Georgia. The Chairman had the County Clerk officially record the roll. Members present were Mr. Robert Goff, Mr. Scottie Pittman and Mr. Ted Rumley respectively. Chairman Rumley announced a quorum of Commissioners present, and therefore a legal meeting was called to order and in session.

District Commission reports were provided by each respective Commissioner:

- Commissioner Lamar Lowery (*absent from tonight's meeting*) normally provides committee reports concerning the following departments:
 - Building Maintenance
 - Fire Departments
 - E-911
- Commissioner Scottie Pittman provides committee reports concerning the following departments:
 - Sanitation
 - Transfer Station
- Commissioner Robert Goff provides committee reports concerning the following departments:
 - Roads
 - Parks & Recreation
 - Maintenance Shop
- Commissioner Peter Cervelli (*absent from tonight's meeting*) normally provides committee reports concerning the following departments:
 - The Northwest Joint Development Authority
 - Industrial Development Authority
 - Planning and Development

- Economic Development
- Financial / Budget
- County Executive Ted Rumley provided news and information regarding day-to-day operations concerning the commission office and general affairs of county government.

Chairman Rumley announced no representative from the City of Trenton present to make a report. Chairman Rumley announced no representative from the Dade County Industrial Development Authority present to make a report. The Chair then recognized Mrs. Debbie Tinker, Executive Director of the Dade County Chamber of Commerce who reported on the upcoming "trunk or treat" activities located in Veteran's Park on October 30, 2010.

The Chairman called on the County Clerk/Finance Officer, Don Townsend to provide the financial report. Mr. Townsend audibly reported the September 30, 2010 bank account balances and reviewed the county's current investment portfolio, departmental level revenue and expenditure report, a project variance report and current SPLOST tracking worksheet report. As of August 31, 2010 with 16.67% of the year complete – revenues attained year-to-date actual vs. budget for the entire county were collected at 10.32% and expenditures attained year-to-date actual vs. budget for the entire county were expensed at 12.86%. Mr. Townsend announced that revenues less expenses for August were in excess of those budgeted by \$39,332.11; and actual year-to-date revenues less expenses were short \$226,317.45. Actual year-to-date revenues compared to budgeted year-to-date revenues were short by \$68,733.37; and actual year-to-date expenses compared to budgeted year-to-date expenses were under budget by \$157,271.41. Mr. Townsend noted the Local Option Sales Tax (LOST) revenues received in September 2010 equaled \$161,973.61. Chairman Rumley called for a motion to approve the financial report as presented. Commissioner Scottie Pittman moved the financial reports, investments purchased and LOST/SPLOST reports as reported would stand approved as presented. Commissioner Robert Goff seconded the motion. There being no discussion, the Chairman polled the members with Commissioner Goff voting yea, Commissioner Pittman voting yea and Commissioner Rumley voting yea. The Chairman announced passage of the motion on the floor by unanimous vote.

The County Attorney – Mr. Robin Rogers reported no change regarding the case Blevins v. Dade County. Furthermore, Mr. Rogers announced he had reviewed the agreement with Chevron Corporation, as provided by Mr. Walt Gregory, allowing for energy saving retrofits to county buildings. Mr. Rogers reported no problem with the agreement, but continues to review the document again for any restrictive or binding language before releasing back to the County Executive's office. No official action was taken.

There was no unfinished business to address.

Under new business Chairman Rumley called on the County Clerk to read the items placed on the consent agenda for approval from the workshop meeting:

- Minutes from the previous month's workshop and regular meetings;
- SPLOST Purchase: Aerial Photography at \$24,500 by Sewall (Co.) for Emergency Services and Property Records.

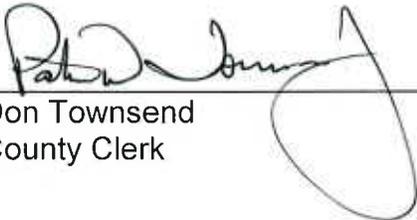
Commissioner Scottie Pittman moved that the Board of Commissioners approve the consent agenda as presented above. Commissioner Robert Goff seconded the motion. There being no discussion, the Chairman polled the members with Commissioner Goff voting yea, Commissioner Pittman voting yea, and Commissioner Rumley voting yea. The Chairman announced passage of the motion on the floor by unanimous vote.

Chairman Rumley recognized the Junior Chamber of Commerce members in attendance at this evening's meeting, and thanked each of them for their commitment to such a worthy organization as the Chamber.

Chairman Rumley called for any individual who would like to speak under citizens' participation to step forward to the podium at this time. Hearing none, Chairman Rumley called for any other business to come before the Dade County Board of Commissioners. Hearing none, the Chair entertained a motion to adjourn the meeting. Commissioner Scottie Pittman moved to adjourn the meeting. Commissioner Robert Goff seconded the motion. There being no discussion, the Chairman polled the members with Commissioner Goff voting yea, Commissioner Pittman voting yea and Commissioner Rumley voting yea. The Chairman announced passage of the motion on the floor by unanimous vote.

Chairman Rumley announced the meeting was adjourned at 7:07 p.m.

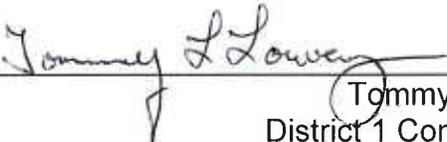
As recorded by:



Don Townsend
County Clerk



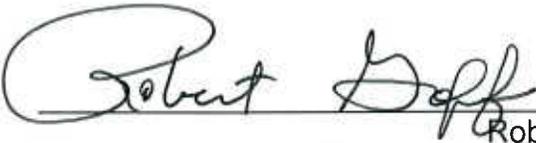
Ted M. Rumley
Chairperson/County Executive
Commissioner At-Large District



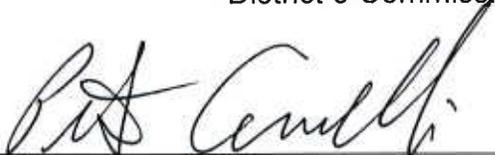
Tommy L. Lowery
District 1 Commissioner



Scottie Pittman
District 2 Commissioner



Robert Goff
District 3 Commissioner



Peter Cervelli
District 4 Commissioner

**DADE COUNTY BOARD OF COMMISSIONERS
WORKSHOP & REGULAR MONTHLY MEETING
OCTOBER 7, 2010 AT 6:00 PM
MEETING ROOM: DADE ADMINISTRATIVE BUILDING
O.C.G.A. § 50-14-1(d-e)**

WORKSHOP :

1. Approval of agenda
2. Approval of previous meeting(s) minutes
3. Review Employee Headcount Report
4. Approval of Appointments and/or Proclamations (if any)
5. Approval of SPLOST / Capital Equipment (if any)

REGULAR MEETING:

1. Call to Order
2. Administrative
3. Appearances
4. Fiscal Matters
5. Legal Matters
6. Unfinished Business
7. New Business
 - a. Approval of consent agenda
 - b.
 - c.
8. Citizens Participation
9. Executive Session *(if any)*
10. Adjournment

GIS CONSULTING SERVICES AGREEMENT

This Agreement, made this 8th day of November 2010, by and between Dade County Georgia, hereinafter called "Client," and James W. Sewall Company, 136 Center Street, P.O. Box 433, Old Town, Maine 04468, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, Client desires to obtain new 0.5-foot pixel resolution color orthophotography for Dade County, Georgia.

WHEREAS, Contractor is engaged in the business of providing services related to Aerial Photography, Orthophotography, Mapping, Photogrammetry and GIS Services.

WHEREAS, the Parties hereto desire to enter into an Agreement whereby Contractor will provide such services, including the labor, tools, and supplies required in the Client's project;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1 As used in this Agreement:

- (a) "Project" means the project described in Exhibit A of this document.
- (b) "Activity Report" means the intermediate technical summaries and other documents that indicate the services performed in connection with the Project during a given period.
- (c) "Work" means the Work to be performed by Contractor in accordance with Exhibit A.
- (d) "Services" means the Work to be performed and deliverable products resulting from such Work.
- (e) "Disclosing Party" means either Client or Contractor, whichever shall have disclosed confidential data, whether or not that data has become subject to further disclosure pursuant to any judicial or administrative process as described in Article 16.2.5 of this Agreement.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT

- 2.1. This Agreement for Services and charges hereunder shall commence on November 15th, 2010, and shall expire on September 15th, 2011, unless otherwise revoked or extended. The Parties acknowledge that significant flooding during the winter months may interfere with the photographic capture of features and will be reasonable cause for schedule extensions.
- 2.2. Either Party may terminate this Agreement for cause upon thirty (30) days written notice to the other Party or as mutually agreed.
- 2.3. If Contractor shall, at any time, fail to perform any provision herein contained, Client may cancel this Agreement with thirty (30) days prior notice. Contractor shall have no claim for damages, except for Work completed and unpaid at the time of cancellation. Client reserves the right to take possession of and hold the Work completed and materials furnished. In the event of such termination and taking, Client shall pay Contractor any amount due for the Work completed or materials furnished less any costs incurred by Client to contract with an additional contractor, as well as any additional costs incurred by Client to complete project.

ARTICLE 3. WORK CONTEMPLATED

- 3.1 Client shall furnish Contractor with data and other information required for the Contractor to meet the Project schedule. Client shall have responsibility to assure such deliverables and other information is valid, accurate and reliable. Contractor shall incur no liability for the accuracy or completeness of Client-supplied data or information and may rely on the data and information supplied in the performance of its services.
- 3.2 Contractor shall furnish Client deliverables and other information that are required for the Project to meet the schedule contained in Exhibit A. Contractor shall ensure that deliverables and other information meet the project specifications as defined in Exhibit A of this Agreement.
- 3.3 Contractor and Client shall each designate a contact person ("Contact"), knowledgeable with current project activities including, but not limited to Services to be provided. The Contact shall be available during normal business hours (8:30 a.m. - 4:30 p.m. EST) or as otherwise mutually agreed.
- 3.4 Contractor shall employ a capable, experienced and reliable work force in connection with the Project. Contractor shall provide documentation of training, resumes, and experience relevant to the Project to Client for its project staff working on the Project, if requested by Client. If Client determines that Contractor employee(s) are not following the Project schedule and timely making associated deliverables, Contractor shall take immediate steps to provide additional training or replace with trained personnel. Such training will be at Contractor's expense.
- 3.5 Contractor shall prosecute, perform and complete the Work in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized professional firm performing the Work of this nature and with and by Contractor's own means and employees, free from detailed supervision, inspection or control by Client, except such inspection as may be necessary to enable Client to confirm that the Work performed complies with the requirements of this Agreement, including satisfactory rate of progress.
- 3.6 Contractor agrees to furnish consulting labor, tools, and computer software and equipment necessary for the Project.
- 3.7 Contractor shall be and remain an independent contractor and nothing herein shall be construed as inconsistent with that status.
- 3.8 During the course of this Agreement, the Parties may agree to additional Work. New Exhibit(s) A, as deemed applicable, signed by the Parties and thereby made a part of this Agreement will identify additional Work and set the fee for the accomplishment of such Work. Client and Contractor agree that Contractor is not precluded from bidding on or otherwise reaching an agreement with Client to provide additional services.
- 3.9 Contractor may engage subcontractors to perform the Services with the prior written approval of Client. Contractor is responsible for deliverables, schedules, and for ensuring that Work performed by its subcontractors meets the specifications of the Project. Any subcontractor shall be subject to all terms and conditions of this Agreement.
- 3.10 Contractor agrees that all final deliverables become property of Client and may be used in any fashion deemed appropriate by Client. In the event of Contract termination, all partially complete Work shall be delivered to Client with Client obtaining sole right to use such Work as it desires upon payment therefor. Contractor accepts no responsibility or liability for any use of the deliverables under this Agreement beyond or other than those uses specifically identified in this Agreement. Contractor specifically warns against any

use or reinterpretation of the data and Work products provided to the Client, which might permit reliance on the data to provide a greater degree of accuracy than permitted by the limits of the scope of the Project as defined in Exhibit A of this Agreement and the technology and methods used. Contractor accepts no responsibility or liability for any action based on, or interpretations of, the data by any person or entity other than the Client.

ARTICLE 4. DRAWINGS, DESIGNS, AND SPECIFICATIONS

- 4.1. Client shall furnish and make available, in a timely fashion and at no cost to Contractor, all current mapping standards, existing drawings, and specifications, design data, manuals and internal documents or other materials incidental, pertinent or necessary to the Project. Contractor shall be responsible for all Client materials delivered to Contractor in connection with the Project until such time as materials and documents are returned to Client.
- 4.3. Notwithstanding any other provision herein to the contrary, all documentation and data, including all copies thereof, prepared or compiled by or on behalf of Contractor in connection with its performance of Work, are the exclusive property of the Client regardless of whether delivered to the Client. Originals and copies of such documentation shall be delivered to the Client at the expiration or termination of this Agreement.
- 4.4. Except as specifically authorized by this Agreement, or as otherwise authorized in writing by Client, information and other data provided, developed or furnished to Contractor by Client in or for the performance of this Agreement shall be used only in connection with the Services under this Agreement.
- 4.5. Title to all documents, information and data of Client provided to or received by Contractor for the purpose of this Agreement shall remain in Client's name. Contractor will retain these documents until the termination of this Agreement, at which time Client must instruct Contractor as to the disposition of such documents. Any charges for shipment of documents back to Client will be to Client's account. In the event that Contractor does not receive written instructions regarding document disposition within sixty (60) days of the termination of this Agreement or the completion of the Services, whichever first occurs, then Contractor will dispose of such documents, information and data in a manner of Contractor's choice and Contractor shall incur no liability thereby. Contractor must notify the Client fourteen (14) days prior to the disposal of any documents.

ARTICLE 5. ACCEPTANCE OR REJECTION OF WORK

- 5.1. Each delivery area submitted to the Client will be subject to a set of QA/QC checks in which the deliverables will be compared with the project specifications as defined in Exhibit A of this Agreement to determine whether the data meets these specifications. Client shall have thirty (30) calendar days from delivery to review and approve Contractor's digital files. If Client does not reject the data prior to the expiration of the review period, the Parties agree that the data shall then be deemed accepted and payment therefore shall be due according to the terms of this Agreement.

ARTICLE 6. BILLING AND PAYMENT

- 6.1. Monthly, or at other mutually agreed intervals, Contractor shall submit a detailed invoice in a form satisfactory to Client, showing the amount due under this Agreement for completed Work and effort expended during the current period. Contractor shall include a completed copy of the signed Activity Report with the invoice. If found correct, Client will pay each invoice within thirty (30) calendar days of invoice receipt. If Client disputes any portion of an invoice, it shall notify Contractor of the reasons for such dispute within fifteen (15) days from receipt, and Client and Contractor shall cooperate in resolving such dispute.

6.2 All invoices, original and two (2) copies, are to be mailed to:

Alex Case
Dade County Emergency Services
P.O. Box 567
Trenton GA 30752

The making of final payment shall constitute a waiver of all claims by Client against Contractor except those claims arising from:

- (a) Outstanding liens, or
- (b) Failure of the Work to comply with the requirements of this Agreement, or
- (c) Terms of any warranties or guarantees required by this Agreement.

ARTICLE 7. SUPPLEMENTAL CLAUSES

7.1 This Agreement incorporates the following clauses by reference, with the same force and effect as if they were given in full text.

- (a) Contractor agrees to comply with the rules and regulations of the Department of Labor concerning equal opportunity, including the provisions of the Equal Opportunity Clause set forth in 41 CFR 60-1, which clause is incorporated herein by reference.
- (b) Contractor agrees to comply with the rules and regulations of the Department of Labor concerning affirmative action for disabled veterans and veterans of the Vietnam Era, including the provisions of the Affirmative Action Clause set forth in 41 CFR 60-250, which clause is incorporated herein by reference.
- (c) Contractor agrees to comply with the rules and regulations of the Department of Labor concerning affirmative action for handicapped workers, including the provisions of the Affirmative Action Clause set forth in 41 CFR 60-741, which clause is incorporated herein by reference.
- (d) If subcontractors are used, Contractor agrees to comply with the rules and regulations of the Federal Government concerning the utilization of small business and small disadvantaged business concerns, including the provisions of the Utilization of Small Business and Small Disadvantaged Business Concerns Clause set forth in 48 CFR 19 and 52.219-8, which clause is incorporated herein by reference.
- (e) If subcontractors are used, Contractor agrees to comply with the rules and regulations of the Federal Government concerning women-owned small business concerns including the provisions of the Utilization of Women-Owned Small Businesses Clause set forth in 48 CFR 19.9 and 52.219-13, which clause is incorporated herein by reference.
- (f) If subcontractors are used, Contractor agrees to comply with the rules and regulations of the Federal Government concerning the utilization of labor surplus area concerns including the provisions of the Utilization of Labor Surplus Area Concerns Clause set forth in 48 CFR 20.1 and 52.220-3, which clause is incorporated herein by reference.
- (g) Contractor agrees to comply with all applicable statutes, ordinances, rules and regulations pertaining to the Work involved in the Project, including the latest rules and standards established by the Occupational Safety and Health Act of 1970, as amended.

ARTICLE 8. SAFETY AND ENVIRONMENTAL

8.1 Contractor agrees at all times to prosecute the Work while maintaining safe conditions for its employees and the public and to conduct the Work in such manner as not to disturb or interfere with the working relationship between Client and its employees.

- 8.2 Client reserves the right to require the removal from the Project of any Contractor employee if, in the judgment of Client, such removal is necessary in order to protect the interests of Client.

ARTICLE 9. EXHIBITS

Exhibit A: ", DADE COUNTY DELIVERABLES, TIMELINE AND PRICING"

ARTICLE 10. MISCELLANEOUS

- 10.1 Client reserves the right to stop or retard the Project in whole or in part at any time before completion. Upon receipt of notice to such effect, Contractor shall comply promptly therewith. Contractor shall have no claim whatsoever for damages by reason of stopping or retarding the Work, except for Work completed or in progress and unpaid at the time of cancellation. Upon receipt of a properly completed invoice, Client agrees to pay for Work that is completed or in progress and unpaid in accordance with the terms of Article 6 of this Agreement.
- 10.2 Client reserves the right at any time to modify or change the plans and specifications covering the details of the Work by written change order signed by Client and provided to and signed by Contractor. In the event that such modifications or change in plans or services requires services outside the current scope of identified services, Contractor shall provide a written estimate of the cost of the change and the Parties shall execute a new Exhibit A as provided in Article 3.8 of this Agreement to cover such change in the Work.

ARTICLE 11. WARRANTIES, AND LIMITS OF LIABILITY

- 11.1 Contractor warrants that products that meet the requirements of this Agreement will be delivered within the timeframes identified in Exhibit A.
- 11.2 Client must notify Contractor within sixty (60) days of final completion of all Services agreed to in this contract in the event that any portion thereof is found defective with reference to the scope of this Agreement. If performance is found to be defective with reference to the scope or standard for services of this Agreement, Contractor will re-perform such portion of the Services under the same conditions of the Work, without additional compensation from Client. The Parties agree that this shall be the sole remedy available to Client, except that if Contractor fails or refuses to correct such defective work within a reasonable time, Client may proceed with correcting such defective work through other means and Contractor will be liable to Client for the cost thereof.
- 11.3 THE EXPRESS WARRANTY PROVISIONS ESTABLISHED IN THIS ARTICLE ARE IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPLICIT OR IMPLICIT, STATUTORY, OR OTHERWISE, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND THOSE RESULTING FROM COURSE OF DEALING. Contractor, its agents, subcontractors or suppliers will not be further liable nor assume any further responsibility, either as a result of the performance of this Agreement, or breach thereof, in tort or otherwise, nor shall Contractor be liable for any special, indirect, or consequential loss or damage whatsoever; loss of other property, equipment or usage; loss of revenues, claims of customers of Client; or loss of goodwill or profit or future income, even if Client shall have specifically notified Contractor of the potential for such losses.
- 11.4 The remedy explicitly described in Article 11.1 is exclusive. However, if through binding arbitration or court order it is found for any reason that such remedy is not exclusive, the Parties agree that the total cumulative liability of Contractor, its agents and its subcontractors or suppliers shall not exceed the total compensation received for the Services or portion thereof which is the basis for any claim arising under this Agreement or

any act or omission in performance, whether in contract, in tort or otherwise, including negligence or strict liability.

- 11.5 This article, Warranties and Limits of Liability, will be applicable regardless of any other provision, explicit or implicit, of this Agreement and shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 12. INSURANCE

- 12.1 Contractor shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies are to be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Client who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the Client shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of Contractor. Notwithstanding anything to the contrary in this Agreement, Contractor irrevocably waives all claims against the Client for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this Article 12.

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Comprehensive General Liability, Including broad form contractual	\$1,000,000 aggregate \$1,000,000 each occurrence
Contractual liability, bodily injury, and property damage	

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (a) such insurance (except professional liability) shall be primary without right of contribution of any other insurance carried by or on behalf of Client with respect to its interests, (b) shall not be cancelled, including without limitation, for non-payment of premium, or materially changed or not renewed without ten (10) days prior written notice to Client, and Client shall have the option to pay any necessary premiums and charge the cost back to Contractor.

ARTICLE 13. INDEMNIFICATION

- 13.1 Contractor shall defend, indemnify and hold Client harmless from any and all claims, suits, losses, damages or expenses (including attorney's fees) on account of injuries to or death of any and all persons whomsoever and any and all property damage arising, growing out of or in any manner connected with its negligent performance of, or negligent failure to perform, Work under this Agreement or caused or occasioned in whole by reason of the negligence of Contractor, its employees or agents, upon or in proximity to the Work performed under this Agreement.

ARTICLE 14. ASSIGNMENT

- 14.1 Each and all of the covenants and Agreements herein contained shall extend to and be binding upon the heirs, administrators, executors, successors and/or assigns of the Parties hereto. Except for assignment as part of a sale or transfer of the business of one of the Parties hereto, neither Party shall assign its rights under this Agreement without the written approval of the other Party.

ARTICLE 15. APPLICABLE LAW

- 15.1 The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

ARTICLE 16. CONFIDENTIALITY

- 16.1 Prior to and during the term of this Agreement, each Party (a "Disclosing Party") may provide the other Party (a "Receiving Party") with certain confidential information, trade secrets and material concerning the Disclosing Party's business activities, plans, customers, services, pricing and products that are of substantial value to the Disclosing Party, which value would be impaired if such confidential information were disclosed to any third party. To the extent allowed by law, each Receiving Party agrees to keep all such information strictly confidential and to comply with such directions as the Disclosing Party may give with respect to safeguarding or ensuring the confidentiality of all data, information or software to which the Receiving Party may be given access, which directions may include, without restriction, the following.
- 16.1.1 restrictions upon the Receiving Party's personnel to be permitted access to confidential data, information or materials;
 - 16.1.2 restrictions upon uses to which such data, information or materials may be put by the Receiving Party;
 - 16.1.3 restrictions upon the time and place of access and method of reproduction, if any; and
 - 16.1.4 imposition of other procedures to ensure secrecy, both prior to and after the termination of this Agreement.
- 16.2 Neither Party will keep or convert to its own possession Confidential Materials of the other Party. Nor will either Party keep copies, reproductions or images of Confidential Materials of the other Party in any form, including but not limited to, electronic form, after completion of this Agreement. Nothing in this paragraph shall preclude Client and Contractor from agreeing to permit either to maintain archival or backup copies of the other's Confidential Materials for the purposes of this Agreement or as off site backup after the term of this Agreement.

The obligation of confidentiality in this Agreement shall not apply to:

- 16.2.1 information which at the time of disclosure is already in the public domain;
- 16.2.2 information which after disclosure hereunder becomes part of the public domain by publication or otherwise through no act or fault of the Receiving Party;

- 16.2.3 information which can be proven to have been known to the Receiving Party prior to the effective date hereof and which was not obtained or derived in contravention of any confidentiality obligation in favor of the Disclosing Party;
- 16.2.4 information obtained from a third party in lawful possession of such information which is not under a confidentiality obligation to the Disclosing Party; or
- 16.2.5 information disclosed as a result of the Receiving Party's obligation to disclose imposed by applicable law, governmental regulation or legal process: provided, however, a Party shall give the other Party timely notice of the service of the subpoena or other process so that the other Party may seek a protective order or other legal remedy to prevent disclosure, shall disclose only such information as is required by such process and shall take reasonable steps to have the confidentiality of such information protected to the extent possible under such legal process.
- 16.3 Without limiting the generality of the foregoing, the Receiving Party shall not use in any way for its own account or for the account of any third party, nor disclose to any third party, nor to any employee, agent or consultant of the Receiving Party who does not require such information to assist or enable the Receiving Party to perform its obligations hereunder, any such confidential information which is disclosed to the Receiving Party by or on behalf of the Disclosing Party. The Receiving Party shall take every reasonable precaution to protect the confidentiality of such information consistent with the efforts by it with respect to its own confidential information.
- 16.4 The Parties acknowledge that damages would be an inadequate remedy for a breach of the terms of the confidentiality provisions of this Agreement and agree to entry of an injunction or other equitable or legal relief for the purpose of compelling compliance with the confidentiality terms of this Agreement.
- 16.5 The Parties agree that the terms of this confidentiality agreement shall survive for three (3) years beyond the term or any earlier termination of this contract.

ARTICLE 17. CHOICE OF FORUM

- 17.1 Any suit or legal action related to this agreement shall be brought and litigated in the Superior Court of Dade County, Georgia.

ARTICLE 18. SEVERABILITY

- 18.1 If any term or provision of the Agreement or the application thereof is held invalid, unlawful, or unenforceable in any respect, such invalidity, unlawfulness, or unenforceability shall not be deemed or construed to affect other terms or provisions of the Agreement. To this end, the terms and provisions of the Agreement are agreed to be severable; and as a rule of construction, the Agreement shall be construed and applied as if such invalid, unlawful, or unenforceable term, provision, or application had never been contained in the Agreement.

ARTICLE 19. CONFLICTING DOCUMENTS

- 19.1 To the extent, if any, that the specifications, drawings, or other documents that may be referenced herein conflict with the provisions of this Agreement, this Agreement and the terms and conditions herein shall take precedence and govern.

ARTICLE 20. FORCE MAJEURE, IMPRACTICABILITY, EXCUSE

20.1 Contractor shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Contractor, provided that the Contractor shall have used its best efforts and rendered to Client prompt notice in writing when it appears that such cause will result in non-performance.

ARTICLE 21: CONSTRUCTION, HEADINGS

21.1 This Agreement having been freely and voluntarily negotiated by all Parties hereto, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this contract.

21.2 The headings in this Agreement are for the convenience of the Parties and shall not be construed to limit or otherwise define the terms of this Agreement.

21.3 This Agreement is the final, complete and exclusive statement of the agreement between Consultant and Client. It supersedes all prior agreements and inducements relating to the subject of this Agreement. No promises or agreements made at or after the execution of this Agreement are binding unless in writing and signed by the Parties.

ARTICLE 22. SURVIVAL CLAUSE

22.1 Contractor's obligations and those of contractor's employees, agents, successors and assigns assumed pursuant to Section 4.3 (Ownership of Documents), Article 5 (Acceptance or Rejection of Work), Article 11 (Warranties and Limits of Liability), Article 13 (Indemnification) shall survive not only completion of the Services, and expiration or termination of the Agreement, but also final payment under this Agreement.

ARTICLE 23. NO THIRD PARTY BENEFICIARY

23.1 The Client and the Contractor are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give or shall be construed to give or provide any benefit or right whether directly or indirectly or otherwise to third parties.

ARTICLE 24. NOTICE

24.1 Whenever any provision of this Agreement requires or allows the giving of written notice, such notice will be properly given if delivered personally to the Party, sent by facsimile to the Party, sent by a recognized overnight delivery service, or mailed to the Party first class postage pre-paid addressed as follows:

For: James W. Sewall Company
P.O. Box 433
136 Center Street
Old Town, ME 04468
Attention: James H. Page, President and CEO
Phone: (207) 827-4456
Facsimile (207) 827-3641

For: Dade County, Georgia
Attention: Alex Case
Phone: (706)657-4111
Facsimile: (706)657-7070
Email: acase@dadecounty-ga.gov

Written notice will be deemed to have been received when delivered personally, the day after the facsimile or overnight delivery is sent, or the fifth business day after mailing.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the day and year first above written.

James W. Sewall Company

Dade County, Georgia

BY: James H. Page
Name: James H. Page, Ph.D.
TITLE: President, CEO

BY: Ted Rumley
Name: Ted Rumley
TITLE: Dade County Commission Chairman

BY: Ted Rumley
Name: TED RUMLEY
TITLE: Dade County Chairman



ATTACHMENT "A"

TECHNICAL RESPONSE

To meet Dade County's technical specifications and budgetary requirements, Sewall will execute this project to occur between January 1st –August 15th, 2011. Sewall proposes to perform the following tasks:

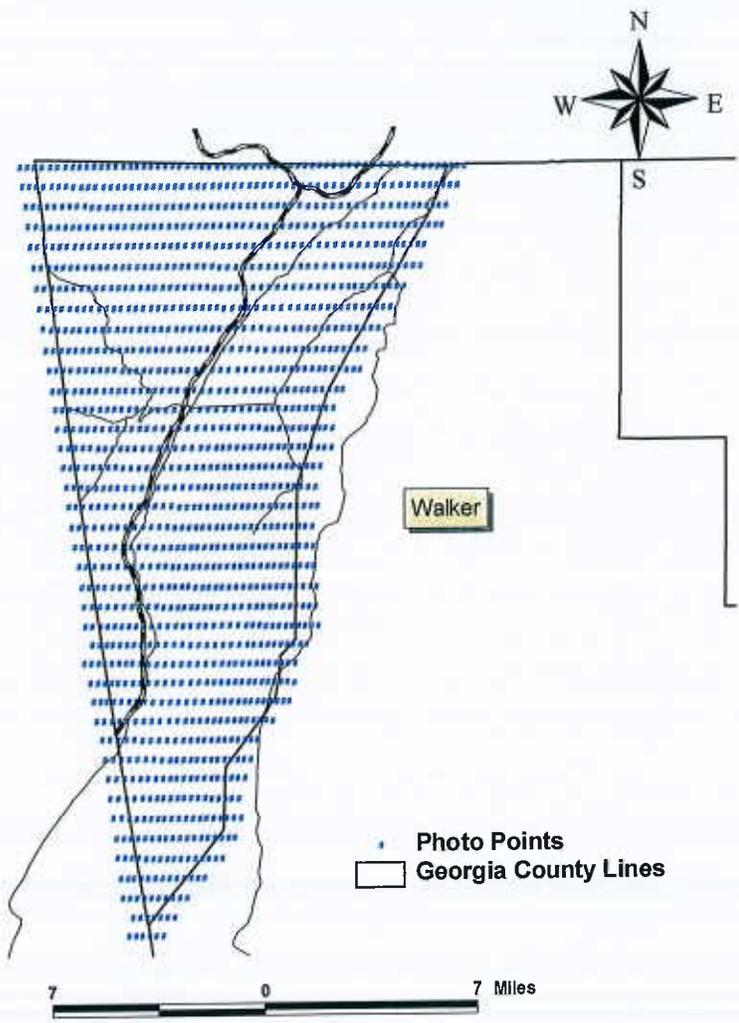
1. Acquire digital aerial imagery for the entire project area.
2. Post-process the imagery and submit test area to Dade County for review.
3. Produce digital orthophotography for the entire project area using the USGS spring 2008 LiDAR data DEM.
4. Deliver 0.5-foot pixel resolution, color orthophotography.

ACQUIRE AND PROCESS DIGITAL PHOTOGRAPHY

Overview: Between January 1 and March 30, 2011, Sewall will capture digital color imagery at 15.5 centimeter GSD resolution (to support digital orthophotography at 0.5-foot pixel resolution). The acquisition will require a total of 40 flight lines resulting in approximately 1345 images as depicted in Figure A-1.

Aspect	Detail
Conditions	<ul style="list-style-type: none"> <input type="checkbox"/> Flight between January 1, 2011, and March 30, 2011. <input type="checkbox"/> Vegetation will be in leaf-off conditions. <input type="checkbox"/> Ground will be free of snow and unusual flooding conditions. <input type="checkbox"/> Skies will be clear of excessive haze and smoke.
Digital Camera	<ul style="list-style-type: none"> <input type="checkbox"/> Use precision DiMAC WiDE digital aerial camera equipped with a forward motion compensator (FMC).
Airborne GPS (ABGPS)	<ul style="list-style-type: none"> <input type="checkbox"/> Use aircraft equipped with GPS receivers. <input type="checkbox"/> Process ABGPS data collected in the aircraft against data from a base station operated within the project area using Applanix POSPac software.
Imagery Specifications	<ul style="list-style-type: none"> <input type="checkbox"/> Provide endlap of consecutive images in each flight line of 60 percent with a tolerance of plus or minus 5 percent. <input type="checkbox"/> Provide sidelap between overlapping parallel flight lines of vertical photography of an average of 30 percent, within 5 percent. <input type="checkbox"/> Limit crab, as measured from the line of flight and as indicated by the principal points of the consecutive photographs, to no more than 5 degrees relative to the plotted line of flight. <input type="checkbox"/> Limit differential crab between any two consecutive exposures within a flight line to no more than 3 degrees. <input type="checkbox"/> Limit tilt within a single frame to no more than 3 degrees nor will the difference in tilt between consecutive frames within a flight line exceed 1 degree. <input type="checkbox"/> Limit average tilt for the entire project to no more than 1 degree.
QA/QC for Aerial Photography	<ul style="list-style-type: none"> <input type="checkbox"/> Enforce strict control of quality, including downloading of digital imagery, the calibration of flight equipment, the monitoring of flight mission and photo processing procedures, and the inspection of our products. <input type="checkbox"/> Maintain and calibrate flight equipment and cameras to manufacturer's recommendations.

	<p>in our pre-calculated flight plan.</p> <ul style="list-style-type: none"> □ Determine the positional dilution of precision (PDOP) and satellite availability for the times of the missions, utilizing the latest almanac available from the U.S. Coast Guard Navigation Center (NAVCEN) during mission planning. □ Program all exposure settings into the flight management systems according to the anticipated atmospheric conditions although if conditions change in flight, the photographer will adjust the parameters of the exposure. □ Verify and check off each exposure during and again after the flight mission.
Test Area	<ul style="list-style-type: none"> □ Submit sample imagery displaying tonal balance and color enhancements before proceeding with post processing of complete aerial imagery dataset. □ Post process remainder of project after written acceptance of sample photography by Dade County.



A-1 Flightplan - 15.5 Centimeter GSD (0.5 Foot) Pixel Resolution

A-1 Flightplan - 15.5 Centimeter GSD (0.5 Foot) Pixel Resolution

DEVELOP DIGITAL ORTHOPHOTOGRAPHY

Overview: Sewall will produce 0.5-foot pixel resolution color orthophotography for the entire County.	
Aspect	Detail
Orthorectification	<ul style="list-style-type: none"> □ Adjust each digital image pixel for distortions caused by relief, lens, and camera orientation using a cubic convolution resampling technique resulting in an orthographic digital image file where each pixel is in its proper map location. □ Sewall will utilize the central most portion of each image in the output mosaic where building lean is least prominent. □ For a quality product, Sewall will orthorectify each image as opposed to every second image done by some other firms.
Radiometric processing	<ul style="list-style-type: none"> □ Use software package OrthoVista for mosaicking and color balancing which automatically compensates for the wide range of image intensity and color variation captured in the photography. □ Software automatically adjusts all mosaic source images and produces smooth, consistent intensity and color properties across the entire mosaic.
Sheet clipping	<ul style="list-style-type: none"> □ Create single image mosaic using OrthoVista that automatically combines multiple georeferenced images into a single image mosaic. □ Clip image files from this virtual mosaic into individual files according to the project digital sheet layout structure and naming schema.
Image rectification and compression	<ul style="list-style-type: none"> □ Rectify orthoimagery to a pixel resolution of 0.5 feet using cubic convolution resampling.
Quality control	<ul style="list-style-type: none"> □ Visually inspect 100% of every orthorectified image produced. □ Visually inspect final ortho tiles for mosaic misalignments and radiometric adherence to the benchmark sample scan. □ Delineate image irregularities such as image warping, image color balance, or image-vector misalignment with polygons using ESRI products.
Deliverables	<ul style="list-style-type: none"> □ Digital data files: 0.5-foot pixel resolution orthophotographs of County area including buffer, delivered in GeoTIFF and MrSID MG3 format. □ Imagery will be resampled to a 1-foot pixel resolution and delivered in a single mosaic of the County in MrSID format. □ All imagery will be delivered in the State Plane Projection, NAD83 Georgia West, US feet. □ One copy of a digital sheet index □ Dade County will receive one copy of its own dataset on DVD.

ACCURACY

Sewall's technical approach incorporates an understanding of Dade Counties need for 0.5-foot pixel resolution color orthophotography. Sewall proposes utilizing airborne GPS and IMU technology to meet the appropriate National Map Accuracy Standards of the project. This technology eliminates the need for placing redundant survey control and creating aerial triangulation (AT) solution for the project.

The aerial photography will be captured at a negative scale of 1"= 800' to support 0.5-foot pixel resolution orthophotography for the entire County. Sewall will use the USGS LiDAR DEM for Dade County provided by the USGS DEM. The accuracy of orthophotography cannot exceed the accuracy of the DEM, and provided its accuracy meets the National Map Accuracy Standard requirements for 100-scale mapping, the orthophotography generated by Sewall will also meet the NMAS requirements.

PAYMENT SCHEDULE

Activity	Date	
Payment after signing of contract and prior to flight	November 2010	\$ 4,500.00
Payment upon acceptance of sample scan imagery	March 2011	\$ 8,100.00
Payment upon acceptance of final delivery of ortho photography	June 2011	\$ 5,400.00
Total Orthophotography Cost		\$ 18,000.00

Sewall will submit the first invoice after contract execution and prior to the flight. Sewall will invoice for services delivered and in progress and products delivered beginning March 1, 2011. Invoices are due and payable net thirty (30) days from invoice date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2010

PRODUCER (207)947-7345 FAX: 207-941-0849
 Cross Insurance
 74 Gilman Road
 P.O. Box 1388
 Bangor ME 04401

INSURED
 James W. Sewall Co. Weiler Mapping, Inc.
 Sewall Enterprises Solutions
 136 Center St.
 Old Town ME 04468

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 AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Ins. Co.

INSURER B: Federal Ins. Co.

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	3821P099TIL10	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phys Damage \$50,000 limit	6446P44800F10	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	6446P645T140	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER Aviation Liability	120393	1/1/2010	1/1/2011	\$10,000,000 A/C Liab \$150,000 Per Pass Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Certificate Holder is named as Additional Insured but only with respect to liability arising out of the operation of the named insured.

CERTIFICATE HOLDER

Dade County
 Attn: Alex Case
 PO Box 567
 Trenton, GA 30752

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Melanie Campbell/MJC

Melanie A. Campbell

ACORD™

Client#: 2725

SEWJW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Northern New England 260 Harlow Street P.O. Box 1080 Bangor, ME 04402-1080	CONTACT NAME: Sandra Brown PHONE (A/C, No, Ext): 207 404-5304 E-MAIL ADDRESS: sandra.brown@willis.com	FAX (A/C, No): 207 942-4678
	PRODUCER CUSTOMER ID #:	
INSURED James W. Sewall Company Weiler Mapping, Inc. PO Box 433 Old Town, ME 04468	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ME Approved Self-Ins Trust	NAIC #
	INSURER B: Dirigo Reinsurance	37540
	INSURER C: Beazley Insurance Company	37540
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BUBR NSR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCMCGT2010609 --Excess W/C	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
C	Professional Liab		V109B5100101	04/29/2010	04/29/2011	\$2,000,000/\$4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER Dade County Attn: Alex Case PO Box 567 Trenton, GA 30752	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2010

PRODUCER (207)947-7345 FAX: 207-941-0849
 Cross Insurance
 74 Gilman Road
 P.O. Box 1388
 Bangor ME 04401

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 AFFORDED BY THE POLICIES BELOW.

INSURED
 James W. Sewall Co. Weiler Mapping, Inc.
 Sewall Enterprises Solutions
 136 Center St.
 Old Town ME 04468

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins. Co.	
INSURER B: Federal Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	821P099TIL10	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
		<input checked="" type="checkbox"/> POLICY		<input checked="" type="checkbox"/> PROJECT		<input checked="" type="checkbox"/> LOC
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phys Damage \$50,000 limit	6446P44800F10	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	6446P645T140	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Aviation Liability	120393	1/1/2010	1/1/2011	\$10,000,000 A/C Liab \$150,000 Per Pass Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is named as Additional Insured but only with respect to liability arising out of the operation of the named insured.

CERTIFICATE HOLDER

Dade County
 Attn: Alex Case
 PO Box 567
 Trenton, GA 30752

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AUTHORIZED REPRESENTATIVE
 Melanie Campbell/MJC

Melanie A. Campbell

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



July 30, 2010

Ms. Paula Duvall
Chief Appraiser, Dade County
P.O. Box 421
Trenton, GA 30752

Subject: NW Georgia Group Orthophotography Project

Dear Ms. Duvall:

Thank you for requesting a proposal from James W. Sewall Company (Sewall) for aerial photography and orthophotography for your County in Northwest Georgia. This proposal has been prepared with the intent of Sewall to collect imagery at a uniform scale across several adjoining Counties in north Georgia in the winter of 2011. The price quoted in this proposal is Dade County participating in the group project and not a price to fly the County solo. From this imagery, we will generate true color, digital orthophotography at 0.5-foot pixel resolution for each of the participating Counties. This proposal only discusses the basic deliverables included in the project. The final deliverables can be customized to suit your specific needs and situations. These new digital orthos will not only provide vital information, but also provide a layer for enhancing your existing Geographic Information System (GIS). This high resolution imagery will prove valuable for E-911, Planning, Utility, School and Road and any other departments that have need to clearly see details of your area.

Sewall has been in the aerial photography business since 1948. We are a full service photogrammetric, engineering and GIS consulting firm. In all, Sewall has worked with over 90 counties in Georgia over the past 25 years providing aerial photography, mapping, GIS maintenance and web hosting.

Sewall has experience working with multi-county groups in collecting aerial photography to create digital orthophotography. Participating counties all receive a significant discount by participating in a group aerial project rather than by contracting the job individually. Cost savings inherent by conducting a multi-county project include: mobilization expenses spread over a larger group; more efficient aerial photography acquisition, and imagery batch processing are just some of the cost savings passed directly along to each county. Upon completing the imagery projects in the past, Sewall has been contracted to provide additional services which included: planimetric and topographic mapping, parcel map conversion, parcel maintenance, 911 road centerline mapping and web hosting.

Currently, Sewall is discussing a new group project of orthophotography with four counties in your area for the winter of 2011. The objective of this project is to capture new true color photography over the entire area that will create 0.5-foot pixel resolution digital orthoimagery.

PROJECT SCOPE

The County occupies approximately 174 square miles in northwest Georgia. Topography of the County would be characterized as rolling to mountainous and the majority of the County's area would be classified as rural. This proposal outlines the specifications, schedules, deliverables and prices of the group project for your County.

Obtain Aerial Photography

<p>Overview: Sewall will capture color aerial photography at a Ground Sample Distance (GSD) of 0.5-foot for the entire County between January 15, 2011 and March 15, 2011.</p>		
Aspect	Detail	
Conditions	<ul style="list-style-type: none"> • Flight between January 15, 2011 and March 15, 2011. • Ground will be free of snow and unusual flooding conditions. • Skies will be clear of excessive haze and smoke. • Mission will be scheduled for periods when the sun is 30 degrees or more above the horizon between 10:00am – 2:00pm. 	
Scale of Photography	<ul style="list-style-type: none"> • GSD of half foot. 	
Aerial Cameras	<ul style="list-style-type: none"> • Use precision DiMAC Wide camera. This digital sensor has an image foot print of 10,500 x 7,200 pixels. Our camera system is equipped with gyro mount and ABGPS/IMU system which meets all specifications. 	
Airborne GPS (ABGPS)	<ul style="list-style-type: none"> • Use aircraft equipped with Applanix POS GPS receivers. • Process ABGPS solution and IMU data collected in the aircraft with Applanix PosPac software against a base station operated in the vicinity of the project area. 	

Aspect	Detail
Photography Specifications	<ul style="list-style-type: none"> • Provide endlap of consecutive photographs in each flight line of 60 percent with a tolerance of plus or minus 5 percent. • Provide sidelap between overlapping parallel flight lines of vertical photography of an average of 30 percent, within 5%. • Limit crab, as measured from the line of flight and as indicated by the principal points of the consecutive photographs, to no more than 5 degrees relative to the plotted line of flight. • Limit differential crab between any two consecutive exposures within a flight line to no more than 3 degrees. • Limit tilt within a single frame to no more than 3 degrees nor will the difference in tilt between consecutive frames within a flight line exceed 1 degree. • Limit average tilt for the entire project to no more than 1 degree • Refly project area at no additional cost if photographs do not meet the proposal's specifications.
QA/QC for Aerial Photography	<ul style="list-style-type: none"> • Maintain and calibrate flight equipment and cameras to manufacturer's recommendations. • Designate the altitude and location at which the aerial photographs are taken in our pre-calculated flight plan. • Determine the positional dilution of precision (PDOP) and satellite availability for the times of the missions, utilizing the latest almanac available from the U.S. Coast Guard Navigation Center (NAVCEN) during mission planning. • Program all exposure settings into the flight management systems according to the anticipated atmospheric conditions although if conditions change in flight, the photographer will adjust the parameters of the exposure. • Verify and check off each exposure during and again after the flight mission.

Produce Digital Color Orthophotography

<p>Overview: Sewall will produce 0.5-foot color orthophotography for the entire County. The orthophotography will be comprised of 0.5-foot pixel resolution with image tiles extending 2,500-feet beyond the County GIS line file, provided to Sewall by the Counties.</p>	
Aspect	Detail
Orthorectification	<ul style="list-style-type: none"> • Produce orthos from, new or existing DTM, ABGPS / IMU, and camera calibration data using Inpho's OrthoMaster. • Adjust each digital image pixel for distortions caused by relief, lens, and camera orientation using a cubic convolution resampling technique resulting in an orthographic digital image file where each pixel is in its proper map location.



Aspect	Detail
Radiometric processing	<ul style="list-style-type: none">• Use software package OrthoVista for mosaicking and color balancing which automatically compensates for the wide range of image intensity and color variation captured in the photography.• Software automatically adjusts all mosaic source images and produces smooth, consistent intensity and color properties across the entire mosaic (See Figure 1-1 for example).
Sheet clipping	<ul style="list-style-type: none">• Create single image mosaic using OrthoVista that automatically combines multiple georeferenced images into a single image mosaic.• Clip image files from this virtual mosaic into individual files according to the project's sheet layout structure and naming schema using a 3000-foot x 2000-foot grid unless otherwise agreed upon prior to project commencement.
Image rectification and compression	<ul style="list-style-type: none">• Rectify orthoimagery to a pixel resolution of 0.5-foot using cubic convolution resampling.• Apply 20:1 MrSID MG3 compression to project-wide mosaic.
Internal Quality control	<ul style="list-style-type: none">• Visually inspect 100% of every orthorectified image produced.• Visually inspect final ortho tiles for mosaic misalignments and radiometric adherence to the benchmark sample scan.• Delineate image irregularities such as image warping, image color balance, or image - vector misalignment with polygons using ESRI ArcView and ArcMap.
Delivery and acceptance	<ul style="list-style-type: none">• Work together with the County to develop a set of quantifiable acceptance criteria to aid the County in the delivery acceptance process – these specifications will reduce ambiguity and promote quick and efficient acceptance decisions.• Fix and redeliver any acceptance criteria deficiencies identified in the ortho tiles during the review period within 30 days of receipt from the County.

Figure 1: Using OrthoVista Processing to Improve Image Quality

Mosaicking and Color Balancing

OrthoVista automatically combines multiple georeferenced images into a single, virtual seamless image mosaic. From this virtual mosaic, image files will be clipped into individual files according to the project sheet layout structure and naming schema.



Before OrthoVista processing

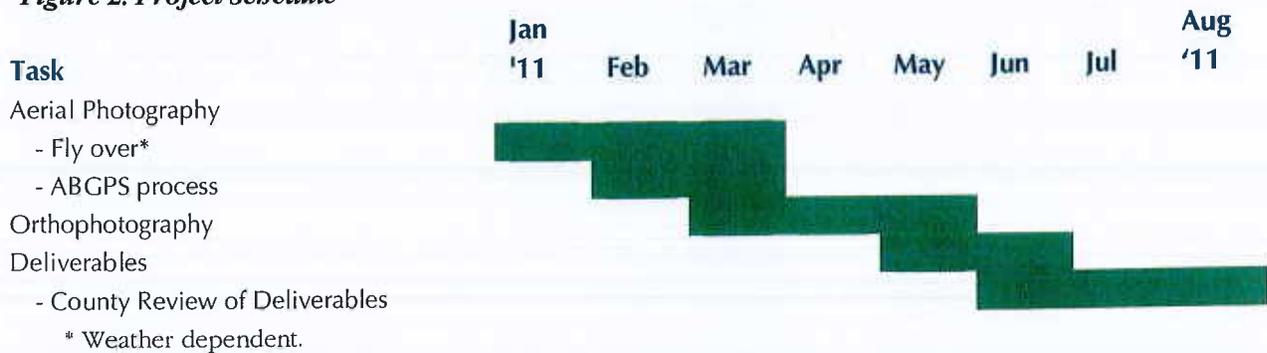


After OrthoVista processing

Project Schedule

Sewall's proposed project schedule, as shown in Figure 2, provides for project completion in late June 2011, assuming notice to proceed by early November 2010.

Figure 2: Project Schedule





Dade County, GA
 July 30, 2010
 Page 6 of 8

PROPOSED ORTHOPHOTO DELIVERABLES

At the conclusion of this project, and as a condition of its completion, Sewall will deliver to each participating County the following products and information:

- A. True Color, Digital orthophoto imagery tiled to a 3,000' x 2,000' grid. Sewall can create a custom tiling scheme for the County, or use an existing tiling scheme, if suitable. Multiple tiling grids would be an additional charge.
- B. A composite seamless, color balanced, mosaic image of the County will be delivered in a MrSID format.
- C. Orthophotos will be color-balanced, seamless mosaic imagery at 0.5-foot pixel resolution imagery covering the entire County.
- D. The images will be delivered in GeoTIFF & MrSID MG3 format on DVD or portable hard drive. Imagery will be compatible and ready to use in ArcGIS or ArcView software.
- E. All imagery will be delivered in NAD83, State Plane Projection, West, Feet unless specified otherwise. Multiple projection deliveries would be an additional charge.

GROUP ORTHOPHOTOGRAPHY PROJECT COST

Dade County Orthos	Cost
Digital Color Orthophotography, 0.5-foot pixel resolution. USGS DEM elevation model or suitable County elevation data. Assumes that Dade County participate in the joint project. Dade County's portion of the group orthophotography project price	\$18,000

SOLO ORTHOPHOTOGRAPHY PROJECT PRICE

The above price for Dade County assumes that four adjoining Counties participate in a group flight to reduce expenses. If Dade County decides to collect new imagery without participating in the group project, the cost would increase to **\$24,500**.



Dade County, GA
 July 30, 2010
 Page 7 of 8

Recent Projects in Georgia

Sewall has successfully completed digital orthophotography projects for the organizations shown in the following table. The Counties shown in the table would welcome inquiries about the quality of our products and services.

<i>Client Name (Date)</i>	<i>Sewall Scope of Services</i>
Ware County, GA (2006)	<ul style="list-style-type: none"> • Aerial photography. • Digital orthophotography, 1-foot pixel resolution Countywide. • E911 address & road centerline mapping.
Long County, GA (2006)	<ul style="list-style-type: none"> • Aerial photography. • Digital orthophotography, 2-foot pixel resolution Countywide. • Tax parcel mapping. • Web Hosting.
Upson County, GA (2007)	<ul style="list-style-type: none"> • Aerial photography. • Digital orthophotography, 1-foot pixel resolution Countywide. 0.5-foot pixel resolution in Cities. • 2-foot City contours.
City of Moultrie, GA (2008)	<ul style="list-style-type: none"> • Digital orthophotography, 0.5-foot pixel resolution for City and surrounding area. • 2-foot contour generation for entire City.
Polk County, GA (2008)	<ul style="list-style-type: none"> • Aerial photography. • Digital orthophotography, 1-foot pixel resolution Countywide. • Edge-matching of tax parcel maps.
Wilkes, GA (2008)	<ul style="list-style-type: none"> • Aerial photography. • Digital orthophotography, 1-foot pixel resolution Countywide.
Butts County, GA (2008)	<ul style="list-style-type: none"> • Aerial photography. • Digital orthophotography, 0.5-foot pixel resolution Countywide. 2 foot Countywide contours. • 911 Road Centerline mapping and addressing.
Liberty County, GA (2009)	<ul style="list-style-type: none"> • 0.5-foot pixel resolution Countywide. • Used existing elevation data from previous flight.
Bleckley County, GA (2010)	<ul style="list-style-type: none"> • 1-foot and 0.5-foot pixel resolution orthoimagery for entire County. • AutoCAD to GIS map migration.



Dade County, GA
July 30, 2010
Page 8 of 8

This proposal covers the collection and creation of digital orthophotos only. Sewall will supply prices for other imagery or GIS services in a separate proposal.

A project advance of 25% of the project cost is respectfully requested and will be invoiced upon authorization to proceed.

Once the project begins, the County will be billed monthly for the percentage of work complete to date. Payment is due within 30 days after the date of invoice and balances outstanding beyond these terms will accrue interest at the rate of 1.5% per month (18% per annum), or the legally permitted maximum if that rate is lower. The prices and schedule listed above are valid for 60 days. If the County decides to proceed with the project after 60 days from the date of this proposal, Sewall reserves the right to review the cost estimate and schedule, and to make changes as needed.

We do not consider this proposal to be inflexible and would be pleased to discuss its elements with you in detail to make certain the proposed services truly address your needs. Additional services are available upon request.

Your notice to proceed can be a letter or purchase order that makes reference to this proposal, or a copy of this letter with an authorizing signature in the space provided below. We look forward to working with you on this important project. If you are interested in further discussions or have questions, please contact Randy Myers, Solutions Manager, at 256-383-3309; Email randy_myers@sewall.com. Thank you in advance for your consideration of our services.

Sincerely,
JAMES W. SEWALL COMPANY

Randy Myers
Solutions Manager

Brian Norris, PLS
Vice President

Accepted by: (Typed name and title) _____

Signature: _____ Date: _____