

**RESOLUTION R2021-018**  
**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**YUMA COUNTY AND CITY OF YUMA**  
**YUMA REGION – IMAGERY ACQUISITION CONSORTIUM PROJECT**

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Yuma County (“County”) and the City of Yuma (“City”). The County and the City are hereinafter referred to collectively as the “Parties” and each individually as a “Party”.

**RECITALS**

1. On or about March 30, 2012, County entered into an Agreement with Pictometry International Corp. (“Pictometry”) to purchase digital oblique and orthogonal aerial imagery of certain areas within Yuma County.
2. In January 2017, County entered into a Memorandum of Understanding with certain Participating Entities to form the Yuma Region – Imagery Acquisition Consortium Project (“Project”), to pool resources for the acquisition of updated digital oblique and orthogonal aerial imagery.
3. On or about February 1, 2017, County and Pictometry executed an Amendment to Agreement dated March 30, 2012, wherein County purchased updated digital oblique and orthogonal aerial imagery from Pictometry.
4. In 2021, the City expressed a desire to become a Participating Entity in the Project, and obtain access to the digital oblique and orthogonal aerial pictometry produced by Pictometry.
5. The County and City are authorized to enter into this Agreement pursuant to A.R.S. §11-951, et. seq., and Article III, Section 13 of the Charter of the City of Yuma.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the County and the City agree to the following terms and conditions:

- I. PURPOSE OF THE PROJECT. The purpose of the Project is to share the cost of the digital imagery produced by Pictometry amongst the Participating Entities of the Project.
- II. TERM; TERMINATION. This Agreement shall be for a term of five (5) years starting on the Effective Date (“Initial Term”). This Agreement may be renewed for three (3) additional (5) year periods upon written request by either of the Parties no less than ninety (90) days prior to the date of expiration of the Initial Term. The decision to renew shall be in mutual agreement by the County and the City.

This Agreement may be terminated by either Party, with or without cause, upon sixty (60) days notice to the other Party.

- III. NON-DISCRIMINATION. The parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- IV. INDEMNIFICATION. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- V. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.
- VI. SEVERABILITY. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.
- VII. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- VIII. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein.

- IX. NOTICES. All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

Yuma County  
ITS Chief Information Officer  
2717 S. Avenue B  
Yuma, Arizona 85364  
(928) 373-1000

City of Yuma  
IT Chief Information Officer  
One City Plaza  
Yuma, Arizona 85364  
(928) 373-4900

- X. ASSIGNMENT. This contract is not assignable unless all parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of all Parties.
- XI. NO PARTNERSHIP. Nothing in this Agreement constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.
- XII. RIGHTS/OBLIGATIONS OF PARTIES ONLY. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- XIII. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- XIV. OBLIGATIONS OF THE COUNTY.
- a. The County will deliver to the City a 2-Terabyte external hard drive containing the 2012 and 2017 digital imagery libraries previously purchased by the County from Pictometry immediately upon receipt of the payment from the City of Yuma.
  - b. The County will identify the City as an “Authorized Subdivision” and “Authorized User” of the Pictometry Electronic Field Supply (“EFS”) software provided by Pictometry.
  - c. The County will provide the City with a digital copy of the Licensed Documentation for the Pictometry EFS software.

XV. OBLIGATIONS OF THE CITY.

- a. The City agrees to pay the County the total sum of \$39,771.38 to obtain the possession of and access to the 2012 and 2017 digital imagery libraries and supporting EFS software produced by Pictometry and previously delivered to the County.
- b. The City agrees to be bound by the Standard Terms and Conditions as set forth in the March 30, 2012 Agreement between Pictometry International Corp. and Yuma County, AZ, as set forth in Appendix 1 hereto, and incorporated herein by this reference.
- c. The City further agrees to be bound by the Standard Terms and Conditions as set forth in the February 1, 2017 Amendment to Agreement dated March 30, 2012 between Pictometry International Corp. and Yuma County, AZ, as set forth in Appendix 2 hereto, and incorporated herein by this reference.
- d. The City further agrees to be bound by the Standard Terms and Conditions of the Amendment to Agreement dated March 30, 2012 between Pictometry International Corp. and Yuma County, AZ, upon its execution by Pictometry and the County, as set forth in Appendix 3 hereto, and incorporated by this reference.

YUMA COUNTY:

\_\_\_\_\_  
Marco A. ("Tony") Reyes  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM AND AUTHORITY:

\_\_\_\_\_  
William J. Kerekes  
Chief Civil Deputy County Attorney

Date: \_\_\_\_\_

CITY OF YUMA:

\_\_\_\_\_  
Philip A. Rodriguez  
City Administrator

Date: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

Date: \_\_\_\_\_

**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP.  
AND  
YUMA COUNTY- AZ**

**DESCRIPTION OF PRODUCTS (the "Products"):**

Section A: Licensed Products

Section B: Product Terms, Conditions, and Specifications

**TERM OF AGREEMENT (the "Term"):**

Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

**FEES AND PAYMENT TERMS (the "License Fees"):**

All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2351 W. 26th St	100 Town Centre Drive, Suite A
Yuma, AZ 85364	Rochester, NY 14623
Attn: Monty Stansbury, Director, Dept. of Development Services	Attn: Director, Contract Administration
Phone: (928) 373-1000 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

**AGREEMENT:**

This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth in Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

**PARTIES:**

LICENSEE	PICTOMETRY
NAME:	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

NO Signatures  
required on  
first page.



## SECTION A

## LICENSED PRODUCTS

Pictometry International Corp.  
100 Town Centre Drive, Suite A  
Rochester, NY 14623

ORDER #  
C110917

BILL TO:
Yuma County- AZ
Roger Patterson
2351 W. 26th St
Yuma, AZ 85364
(928) 817-5000
roger.patterson@yumacountyaz.gov

SHIP TO:
Yuma County- AZ
Monty Stansbury
2351 W. 26th St
Yuma, AZ 85364
(928) 373-1000
monty.stansbury@yumacountyaz.gov

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A119629	bgarcia	6 years	3

US GSA CONTRACT# 35F-080IN

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
3	Change Analysis Seat License	Perpetual Seat License of Change Analysis.	\$750.00	\$0.00 Change Analysis Grant	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EPS Maintenance and Support for Imagery on this agreement.	\$0.00	EAP Disaster Grant	\$0.00
180	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	\$0.00	\$0.00 Existing Imagery Grant	\$0.00
1399	IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in obliques (4 way), 12in Ortho Images, 1 meter ortho mosaic sector tiles, 12in ortho mosaic tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.9 feet/pixel Middle Line: 1.0 feet/pixel Back Line: 1.2 feet/pixel Orthogonal: 0.9 feet/pixel	\$60.00	\$54.00 LTI Grant-10%	\$75,546.00
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4 inch obliques (4 way), 4 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.28 feet/pixel Middle Line: 0.35 feet/pixel Back Line: 0.41 feet/pixel Orthogonal: 0.28 feet/pixel	\$400.00	\$360.00 LTI Grant-10%	\$153,000.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 Inch Mosaic Tiles in JPG Format	\$40.00	\$0.00 Early Adopter Credit	\$0.00
1399	Mosaic Tile Area-wide in ECW Format - 12in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 12in imagery.	\$0.50		\$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing or re-processing of ECW area-wide mosaics of 4in imagery.	\$4.00	\$2.00 Early Adopter Credit	\$850.00
1	Oblique Imagery Bundle with	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one	\$0.00		\$0.00

	Two (2) Years of EPS Maintenance & Support	(1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EPS) software, latest version, on the storage media specified herein, and access to download updated versions of the EPS Licensed Software for a period of two years from the initial date of shipment of the EPS software, along with a copy of the updated documentation.			
1	POL Promo-6 Year Contract 200 seats (1 year)	200 seats of POL for one year - incentive for executing 6 year contract.	\$11,640.00	\$0.00	\$0.00
				LT1 Grant-POL	
SUBTOTAL - FIRST CAPTURE					\$230,294.50

SECOND CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPER	AMOUNT
3	Change Analysis Seat License	Perpetual Seat License of Change Analysis.	\$750.00	\$0.00	\$0.00
				Change Analysis Grant	
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EPS Maintenance and Support for Imagery on this agreement.	\$0.00	EAP Disaster Grant	\$0.00
1399	IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in obliques (4 way), 12in Ortho images, 1 meter ortho mosaic sector tiles, 12in ortho mosaic tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.9 feet/pixel Middle Line: 1.0 feet/pixel Back Line: 1.2 feet/pixel Orthogonal: 0.9 feet/pixel	\$60.00	\$57.00	\$79,743.00
				LT1 Grant-5%	
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EPS)	Product includes 4 inch obliques (4 way), 4 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.28 feet/pixel Middle Line: 0.35 feet/pixel Back Line: 0.41 feet/pixel Orthogonal: 0.28 feet/pixel	\$400.00	\$380.00	\$161,500.00
				LT1 Grant-5%	
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 Inch Mosaic Tiles in JPG Format	\$40.00	\$20.00	\$8,500.00
				Early Adopter Credit	
1399	Mosaic Tile Area-wide in ECW Format - 12in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 12in imagery.	\$0.50		\$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing or re-processing of ECW area-wide mosaics of 4in imagery.	\$4.00	\$2.00	\$850.00
				Early Adopter Credit	
1	Oblique Imagery Bundle with Two (2) Years of EPS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EPS) software, latest version, on the storage media specified herein, and access to download updated versions of the EPS Licensed Software for a period of two years from the initial date of shipment of the EPS software, along with a copy of the updated documentation.	\$0.00		\$0.00
SUBTOTAL - SECOND CAPTURE					\$251,491.50

THIRD CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPER	AMOUNT
3	Change Analysis Seat License	Perpetual Seat License of Change Analysis.	\$750.00	\$0.00	\$0.00



				Change Analysis Grant	
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	\$0.00	EAP Disaster Grant	\$0.00
1399	IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in obliques (4 way), 12in Ortho images, 1 meter ortho mosaic sector tiles, 12in ortho mosaic tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.9 feet/pixel Middle Line: 1.0 feet/pixel Back Line: 1.2 feet/pixel Orthogonal: 0.9 feet/pixel	\$60.00		\$83,940.00
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4 inch obliques (4 way), 4 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.28 feet/pixel Middle Line: 0.35 feet/pixel Back Line: 0.41 feet/pixel Orthogonal: 0.28 feet/pixel	\$400.00		\$170,000.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 Inch Mosaic Tiles in JPG Format	\$40.00	\$20.00 Early Adopter Credit	\$8,500.00
1399	Mosaic Tile Area-wide in ECW Format - 12in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 12in imagery.	\$0.50		\$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing or re-processing of ECW area-wide mosaics of 4in Imagery.	\$4.00	\$2.00 Early Adopter Credit	\$850.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
<b>SUBTOTAL - THIRD CAPTURE</b>					<b>\$264,188.50</b>

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$745,974.50</b>
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This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B, as those terms and conditions may be amended from time to time by Pictometry in accordance with their terms. By signing this Order Form, Customer agrees to the General Terms and Conditions as part of this order. To the extent of any conflict between the terms and conditions set forth on this Order Form and those set forth in the General Terms and Conditions, the terms and conditions of this Order form shall prevail.

#### PAYMENT TERMS

##### FIRST CAPTURE

Due at Signing	\$28,786.81
Due at Shipment of Imagery	\$86,360.44
Due at First Anniversary of Shipment of Imagery	\$115,147.25

Total Payments	\$230,294.50
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**SECOND CAPTURE**

Due at Shipment of Imagery	\$125,745.75
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Due at First Anniversary of Shipment of Imagery	\$125,745.75
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Total Payments	\$251,491.50
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**THIRD CAPTURE**

Due at Shipment of Imagery	\$132,094.25
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Due at First Anniversary of Shipment of Imagery	\$132,094.25
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Total Payments	\$264,188.50
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## SECTION B

## PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

The following are the terms, conditions, and specifications related to the products offered under the License Agreement.

1. The 'LICENSEE' signature block on page 1 of the Agreement is hereby replaced with Exhibit A 'Signature Page for License Agreement between Pictometry International Corp and Yuma County.'
2. The Sales Tax of 9.4 percent shall be added to Years 1 and 2 of the Agreement 'First Capture,' amounting to \$21,647 and shall be added to the total cost of the First Capture amounting to \$251,942.18. Additionally, the Sales tax for Years 3 and 4 '2nd Capture,' and Years 5 and 6 '3rd Capture' shall be calculated upon the current rate at the time of capture.

Long Term Incentives ('LTI') have been applied to the imagery fees shown on the attached order form. In the event the licensee terminates this Agreement prior to the execution of a remaining flight capture, all LTI monetary considerations shall be revoked and the related funds shall be immediately due and payable to Pictometry. Repayment of LTI considerations does not apply if funds for Oblique Imagery are not appropriated. If such funds are not appropriated, Licensee shall provide Pictometry with written documentation of non-appropriation from the funding source (such notification must be prior to any pending image capture). In the event of a non-appropriation, all contractual terms and conditions remain in force. No new image libraries will be captured or delivered prior to the payment of all outstanding balances.

### PRODUCT PARAMETERS

#### IMAGERY - FIRST CAPTURE

**Product:** Existing Imagery  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### IMAGERY - SECOND CAPTURE

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**



#### **IMAGERY – THIRD CAPTURE**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### **POL – FIRST CAPTURE**

**Product:** POL Promo-6 Year Contract 200 seats (1 year)  
**Customer Type:** New  
**Admin User:** Joe Wehrle  
**Admin User Email:** joe.wehrle@yumacountyaz.gov  
**Maximum Users:** 200  
**County/Image Library:** Yuma  
**Requested Activation:**  
**Special Instructions:**

### **STANDARD TERMS AND CONDITIONS**

#### **LICENSED OBLIQUE AND ORTHOGONAL IMAGERY**

**Imagery:** Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

**EFS Licensed Software:** Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:  
Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2GB or more recommended for Vista and Windows 7).  
Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution.  
100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

Licensee agrees that Pictometry may audit Licensee's use of the Licensed Software and agrees to the sharing of supplementary data with Pictometry for the purpose of improving future software versions, providing for additional tools and enhancing the value of the software to the Licensee. Pictometry shall not transfer any data collected to any third party. Pictometry shall preserve at all times the confidentiality of information pertaining to data collections where the information is not in the public domain.

**Telephone Support:** To the extent indicated, Pictometry shall provide telephone support to Licensee employees who have completed the Advanced User Technical Training and who are individually identified by Licensee to Pictometry.

**License Term:** At the conclusion of the defined License Term on the order form, Pictometry shall automatically grant a Perpetual License to Licensees in good standing for the then current version of the Licensed Products. Maintenance and Support for the Perpetual License may be purchased at Licensee's request.

**License Storage Media:** Licensee will make available on Licensee Server sufficient disk storage space to accommodate the Licensed Products. Licensee will also provide a 100 mb/s network link to the server. On delivery, the Licensed Images and Licensed Software may be copied to the Licensee server via the network connection.

**License Fees:** All fees associated with the licensed imagery are considered earned upon shipment of substantially all of the Licensed Products.

**Delivery Schedule:** The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.



## Digital Imagery Specifications:

### Dimensions and Resolution

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

### Sector Tiles

#### **One-Meter Sector Tiles**

**Footprint:** 5,280 x 5,280 feet (1,609 x 1,609 meters)  
**Pixel Size:** 3.28 feet/pixel (1.0 meters/pixel)  
**Source Imagery:** Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 700 KB (JPG format)

#### **12 Inch Sector Tiles**

**Footprint:** 5,280 x 5,280 feet (1,609 x 1,609 meters)  
**Pixel Size:** 1.0 feet/pixel (0.3048 meters/pixel)  
**Source Imagery:** Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 7,000 KB (JPG format)

#### **6 Inch Quarter Sector Tiles**

**Footprint:** 2,640 x 2,640 feet (805 x 805 meters)  
**Pixel Size:** 0.5 feet/pixel (0.1524 meters/pixel)  
**Source Imagery:** Neighborhood Orthogonal and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 8,000 KB (JPG format)

#### **4 Inch Quarter Sector Tiles**

**Footprint:** 2,640 x 2,640 feet (805 x 805 meters)  
**Pixel Size:** 0.333 feet/pixel (0.1016 meters/pixel)  
**Source Imagery:** Neighborhood Orthogonal and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 19,000 KB (JPG format)

## General Specifications:

### Orthogonal Images

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.
<b>Image Quality</b>	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
<b>Measurement Accuracy</b>	<0.5% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch), 0.035 degrees absolute (heading)
<b>Ortho-Rectification</b>	The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
<b>Image Export</b>	JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.
<b>Image Tiling</b>	Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

### Oblique Images

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.
<b>Image Quality</b>	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.
<b>Measurement Accuracy</b>	<0.75% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
<b>Image Export</b>	JFIF (JPEG), TIFF, BMP Pictometry software can be utilized to export the images into any of the above industry-standard formats.

#### **Notes**

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

**Documentation:** Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

**Training:** End User orientation session(s), is limited to 25 attendees per training session, for employee(s) of the Licensee, or Authorized Subdivision(s) thereof. Advanced User technical training is limited to 10 attendees using Licensee computers. Administration / IT training is designed to provide the administrators of the Pictometry image library with the knowledge they will need to manage and distribute access to the Pictometry solution. Administration / IT Training is provided remotely via online tools. Renewal Licensees will receive online training sessions, customized to address Licensee's needs. Pictometry Trainers shall contact Licensee to determine training needs.

#### **EAP**

**Economic Alliance Partnership (EAP):** Licensee shall be eligible for the EAP program for the Term of Contract as defined on Section A to this Agreement. For multi-library contracts (more than one image capture on Section A), EAP terms and conditions shown below will apply for a period of two years from the date of execution of the Agreement. Any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

- Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.
- Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:
  - **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tornado:** imagery of areas impacted by Tornadoes with ratings of EF4 and above. Coverage for tornadoes below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- Software** – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

#### **STANDARD ORTHO MOSAIC PRODUCTS**

##### **Pictometry Standard Ortho Mosaic Products:**

Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry's process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces, disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format.



with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise

#### Custom Ortho-Mosaics:

It is important to note that while the custom ortho-mosaic can generally be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. For example, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

### **PICTOMETRY ONLINE (POL)**

I. Web Hosting Services and Contract Terms. The following Web Hosting features are available to you from Pictometry International Corp. ("Pictometry"): Pictometry Online™ ("POL") is an advanced, web enabled oblique browser with viewing, measuring and planning capabilities.

#### **Contract Terms:**

1. Pictometry Web Services customers ("Licensee") must commit to a minimum one (1) year contract. Each participating organization (Licensee) can increase the number of users and/or Geographic Areas at any time, but cannot reduce the number of users and/or Geographic Areas until the contract term is completed.
2. Pictometry Web Services customers must sign an order form/Service Level Agreement (SLA) for services. This order form/SLA shall describe the services offered and number of users and/or metros for the account ("Web Services Account").
3. For each Account, Licensee shall name one person to be the Administrator of the Account and submit an email address, telephone number and contact information for that person. Licensee will assign one administrator to this Account. Administrator shall be responsible for assigning his/her users a log-in and password. Licensee purchases User Seats as shown on the order form. The number of User Seats purchased determines the number of users who shall be allowed online at the same time. Administrator may assign as many Log-in Accounts (users) per seat purchased, as is indicated of the attached Order Form, but the number of persons allowed in the system at any one time is limited by the number of seats purchased.
4. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for any service interruptions if used in these critical situations.
5. Upon initial login, each user shall be required to "accept" an online License and Service Level Agreement identical to this written Agreement.
6. Pictometry Online is for individual use only. Licensee shall not attempt, nor allow, access to Pictometry Web Services by means of an automated system.

II. Technical Support. Web Hosting Support can be accessed at [CustomerSupport@Pictometry.com](mailto:CustomerSupport@Pictometry.com)

- Web Hosting Phone Support: Phone 585-486-0093, or toll-free at 888-771-9714
  - Hours: Monday through Friday, 8:30am – 5:30pm Eastern Time Zone. Holidays – no phone support but e-mail support may be available and Pictometry will use reasonable efforts to answer e-mails received on holidays on next business day.
  - Response time, however, may depend on the nature and complexity of the inquiry, or unexpected call volume. Technical Support assigns the highest priority to inquiries related to the servers' unavailability.

III. Billing and Sales Inquiries. Licensee may choose to be billed (and pay) on an annual or monthly basis. Billing shall begin upon Pictometry Web Services Account activation by Pictometry. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. Billing inquiries should be sent to [accountsreceivable@pictometry.com](mailto:accountsreceivable@pictometry.com). Please note: Pictometry must receive notice of billing disputes within thirty days of the date of invoice receipt or date Licensee's payment is received for services. All inquiries regarding purchase of new accounts or addition of services should be addressed with Licensee's Pictometry Sales Representative.

IV. Issue Escalation. If Licensee is concerned with Pictometry hosting services or if Licensee is unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, Licensee should contact its Pictometry Sales Representative regarding any concerns. Licensee's concerns will be reviewed, investigated, and responded to within one business day. As issues may be complex or require extensive investigation, this one business day response time does not imply that a resolution is guaranteed within one business day.

V. Service Availability. Pictometry International Corp is committed to providing the highest quality service to all customers. To support this commitment, Pictometry gives the following service level guarantees:

- Pictometry expects a Service Availability of approximately 99%, measured on a calendar-month basis. Service Availability is defined as the ability of a user within an organization to access the Pictometry Server.
- Licensee acknowledges and agrees that the internet (including, without limitation, the world wide web) is a network of private and public networks, that Pictometry has no control over the internet, and that Pictometry is not liable for the discontinuance of operation of any portion of the internet or possible regulation of the internet which might restrict or prohibit the use of the licensed software or the integrated product or the delivery of the services.

VI. Disclaimer. This Agreement authorizes the Licensee to use the Web Services Product for its internal use. Pictometry warrants that, while it does strive to present accurate information, it does not guarantee the accuracy of information made available to the Licensee via this Product, and cannot be held liable for any usage of this information. Pictometry will continually strive to present accurate and reliable information in its Web Services Products but does not endorse, approve or certify such



information, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information.

Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness. Pictometry (including its employees and agents) assumes no responsibility for any consequences resulting from the use of the information in its Web Services Product. Pictometry is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on such information. No guarantees or warranties, including (but not limited to) any express or implied warranties of merchantability or fitness for a particular use or purpose, are made by Pictometry with respect to such information.

Licensee understands that by using this service it is waiving any and all rights it might have against Pictometry for the accuracy of its product.

**VII. Ownership of Data.** Title to the Product shall remain with Pictometry and shall not pass to the Licensee. The Licensee acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used on or in relation to the product shall remain in Pictometry or its licensors. Subject to payment of the Price, Pictometry grants the Licensee a non exclusive non-transferable right to use the Product for its own internal purposes. This shall not include any right to copy the product, nor to sell, supply or disclose the Product to any third party except as detailed in Licensee's existing License Agreement with Pictometry.

This Agreement grants Licensee the right to use the Image(s) solely for its internal purposes and projects. Licensee may copy the Image(s) onto Licensee's computer or from Licensee's computer to other computers owned by Licensee or Licensee may make hardcopies of the Image(s), provided that the Image(s) may not be resold, leased, loaned, distributed, or copied for use by any other person or third party or for any other use, except as may be detailed in Licensee's existing License Agreement with Pictometry. Licensee also may not transfer or assign the rights granted in this license to any other person. Any transfer or assignment of Licensee's rights under this Agreement without Pictometry's consent shall void the limited license granted under this Agreement. Licensee also may be held legally responsible for copying infringement which is caused or encouraged by Licensee failure to abide by the terms of this Agreement.

**VIII. Data Integrity.** Hosting package includes Backup Services to include: full server backup performed once weekly to the shared tape backup device over the network; differential server backup performed once nightly to the shared tape backup device over the network; backup copy retention time is one week. Pictometry is not responsible for data loss resulting from the failure or loss of backup media.

**IX. Data Integration and Updates.** Should Licensee desire certain data layers to be integrated into its imagery, samples of such data must be submitted to Pictometry for evaluation. Pictometry shall, at no additional charge, integrate two (2) of Licensee's data layers to Licensee's imagery (either parcel data, street centerlines or property centroids). Should Licensee require other (or additional) data to be integrated, a data sample is required to produce a custom quote for this integration. Pictometry shall, at no additional charge, update the two (2) data layers on a quarterly basis. Additional updates or updates to queries shall be custom quoted. **NOTE: IT IS UNDERSTOOD THAT DATA PROVIDED BY LICENSEE MAY BE MODIFIED (e.g., data may be projected into Lat/Long or resolution may be modified).**

**X. Data Retention.** Pictometry may, in its sole discretion, retain all data (if any) associated with the Web Services Account. All such data may be deleted from Pictometry's servers and backup media after Web Services Account termination.

**XI. Licensee Responsibilities/Requirements.** To access Pictometry services, Licensee must provide at the very minimum: a PC or Macintosh Computer with a DSL or broadband Internet connection (not dialup), a currently supported Microsoft or Apple Operating System, and Microsoft Internet Explorer 6.0 SP2 or higher or Mozilla Firefox 3.0 or higher. Pictometry recommends using Mozilla Firefox 3.6 or Microsoft Internet Explorer 8.0 browsers for optimal performance. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for service interruptions if used in critical situations.


**XII. GENERAL.** (a) The Contract constitutes the entire agreement between Pictometry and the Licensee with respect to the Products and supersedes all prior representations, agreements or arrangements whether oral or in writing relating to the subject matter hereof, and (b) each of the sub-clauses of the Conditions and the Contract is to be treated as separate and independent and if any provisions hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect, and (c) no variation to these Conditions or the Contract shall be effective unless in writing signed by the authorized representatives of both parties. This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof.

By using this product, Licensee is agreeing to the terms and conditions shown above.




EXHIBIT A

SIGNATURE PAGE FOR LICENSE AGREEMENT  
BETWEEN  
PICTOMETRY INTERNATIONAL CORP  
AND  
YUMA COUNTY

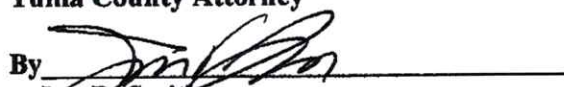
  
Name: Gregory S. Ferguson  
Title: Chairman, Yuma County Board of Supervisors

\_\_\_\_\_  
Date

  
Attest: Robert L. Pickels, Jr.  
Title: County Administrator/Clerk of the Board

3/21/12  
Date

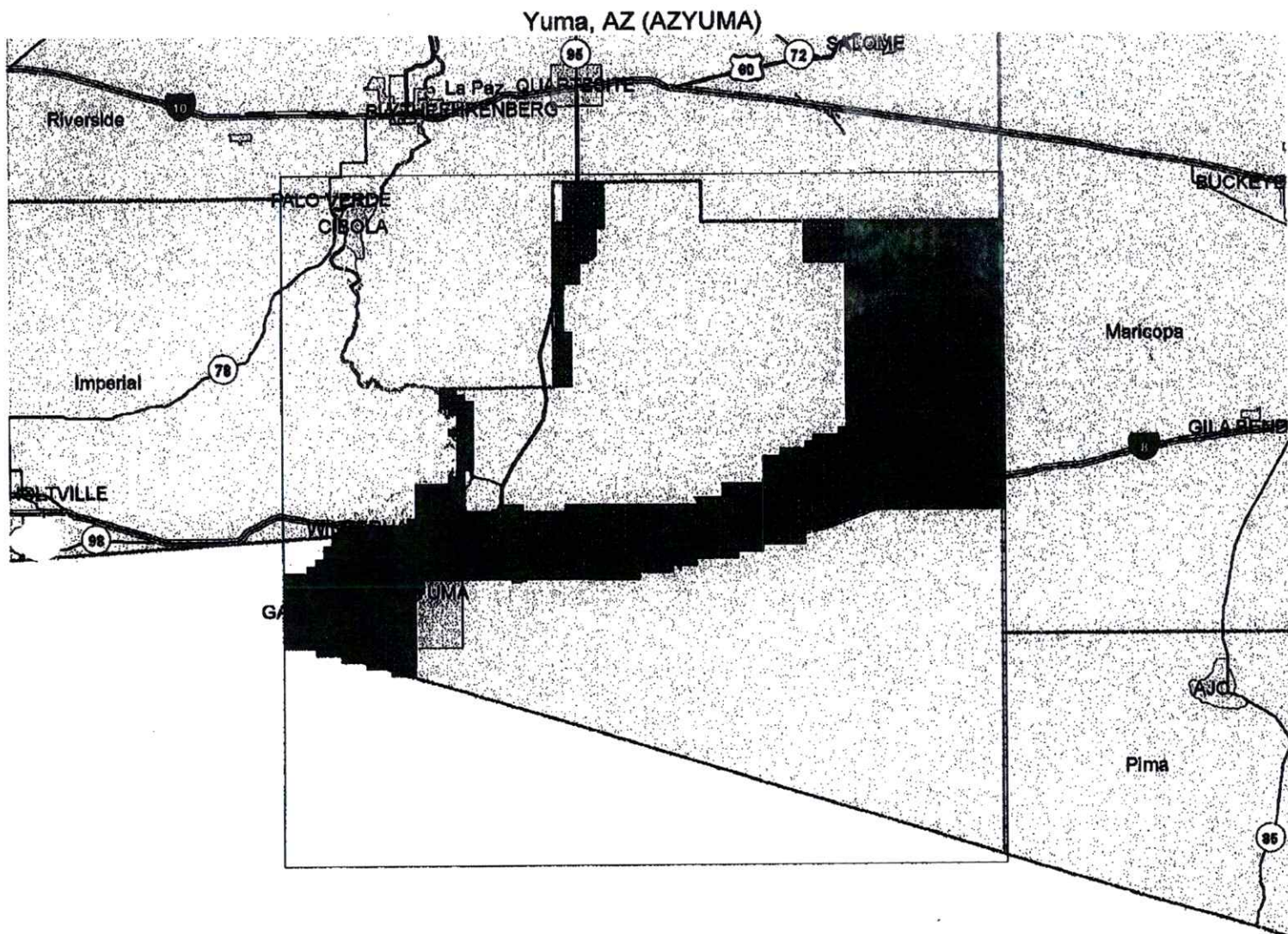
APPROVED AS TO FORM:  
Yuma County Attorney

By   
Jon R. Smith  
County Attorney

3-19-12  
Date

\_\_\_\_\_  
Name: Linda Salpini  
Title: Senior VP of Finance, Pictometry

\_\_\_\_\_  
Date



Community Sectors: 1399 Neighborhood Sectors: 425

(c) Copyright 2011, Pictometry International

Licensee Initial

*[Handwritten signature]*

V2011728



**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**  
**AMENDMENT TO AGREEMENT DATED MARCH 30, 2012 BETWEEN**  
**PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND**  
**YUMA COUNTY, AZ ("CUSTOMER")**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).
2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 30, 2012 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

**Section A: Product Descriptions, Prices and Payment Terms**

**3. MODIFICATIONS TO AGREEMENT:**

With respect to the Second Project (previously referred to as Second Capture):

- A. The Product Descriptions, Pricing and Payment Terms set forth in Section A to the Agreement are deleted in their entirety and replaced with the Product Descriptions, Pricing and Payment Terms set forth in Section A to this Amendment;
- B. The Imagery-Second Project Product Parameters set forth in Section A to the Agreement are deleted in their entirety and replaced with the Imagery-Second Project Product Parameters set forth in Section A to this Amendment;
- C. The Sector Maps attached to this Amendment shall supplement the Sector Map set forth in the Agreement;
- D. The following language shall supplement Section B on page 6 as paragraph, "3. Notwithstanding anything in the Agreement to the contrary, Customer shall own a copy of the orthogonal imagery (the "Orthos") delivered pursuant to the Agreement. Accordingly, Customer is free to use, reproduce and redistribute copies of the Orthos so delivered in any manner without any accounting to Pictometry. Pictometry shall own a copy of the Orthos delivered pursuant to the Agreement that is in Pictometry's possession. As such Pictometry is free to use, reproduce and redistribute copies of the Orthos delivered pursuant the Agreement in any manner without any accounting to Customer."
- E. Rapid Access Disaster Response Program ("DRP") product description as set for in Section A of this Amendment shall replace the EAP product description set forth in Section B of the Agreement.
- F. The entities identified below shall be deemed Authorized Subdivisions and its personnel shall be deemed Authorized Users in accordance with the License Terms:
  - City of Somerton
  - City of San Luis
  - Yuma Metropolitan Planning Organization (YMPO)
  - Yuma County Intergovernmental Public Transportation Authority (YCIPTA)
- G. Pictometry hereby certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

4. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

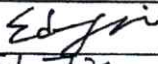

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2351 W. 26th Street	25 Methodist Hill Drive
Yuma, AZ 85364	Rochester, NY 14623
Attn: Daniel Cruz, GIS Manager	Attn: Contract Administration
Phone: (928) 817-5151      Fax:	Phone: (585) 486-0093      Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

**PARTIES:**

CUSTOMER	PICTOMETRY
YUMA COUNTY, AZ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Ed Jim	NAME: Linda K. Salpini
TITLE: Chief Information Officer	TITLE: Corporate Vice President
DATE: 1/31/17	EXECUTION DATE: 2/1/17
	DATE OF RECEIPT (EFFECTIVE DATE): 2/1/17



# GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

ORDER #  
C110917

### BILL TO

Yuma County, AZ  
Daniel Cruz, GIS Manager  
2351 W. 26th Street  
Yuma, AZ 85364  
(928) 817-5151  
daniel.cruz@yumacountyaz.gov

### SHIP TO

Yuma County, AZ  
Daniel Cruz, GIS Manager  
2351 W. 26th Street  
Yuma, AZ 85364  
(928) 817-5151  
daniel.cruz@yumacountyaz.gov

### CUSTOMER ID

A119629

### SALES REP

bgarcia

### FREQUENCY OF PROJECT

Biennial

### US GSA CONTRACT NO.

35F-0801N

### SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE <sup>1</sup>
298	IMAGERY - 3in, 5-way, OCB (N5) Per Sector <i>OBlique COLOR BALANCE</i>	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$468.00	\$411.84 (12.0%) Long-Term Incentive Discount	\$122,728.32
855	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$70.40 (12.0%) Long-Term Incentive Discount	\$60,192.00
1	Sales Tax*	***FOR FINANCE AND CONTRACT ADMIN USE ONLY***  Applicable Terms and Conditions: Order Form	\$17,743.75		\$17,743.75
298	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$2,980.00
855	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$2.50 (75.0%)	\$2,137.50
855	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$427.50
298	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$1.00 (50.0%)	\$298.00

# **GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.  Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100.0%)	\$0.00
<b>SUBTOTAL - SECOND PROJECT</b>					<b>\$206,507.07</b>

\*Amount per product = ((1-Discount %) \* Qty \* List Price)

**\*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.**

## **FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

## **SECOND PROJECT**

Due at Initial Shipment of Imagery	\$206,507.07
Balance on account applied	-\$4,704.53
<b>Total Payments</b>	<b>\$201,802.54</b>

## **PRODUCT PARAMETERS**

### **SECOND PROJECT IMAGERY**

<b>Product:</b>	<b>IMAGERY - 3in, 5-way, OCB (N5) Per Sector</b>
<b>Elevation Source:</b>	<b>USGS</b>
<b>Leaf:</b>	<b>Leaf Off: Less than 30% leaf cover</b>
 <b>Product:</b>	 <b>IMAGERY - 9in, 5-way, OCB (C5) Per Sector</b>
<b>Elevation Source:</b>	<b>USGS</b>
<b>Leaf:</b>	<b>Leaf Off: Less than 30% leaf cover</b>

## **STANDARD ORTHO MOSAIC PRODUCTS**

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- Seasonal variations caused by images taken at different times during a season, or during different seasons;
- Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;



## GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

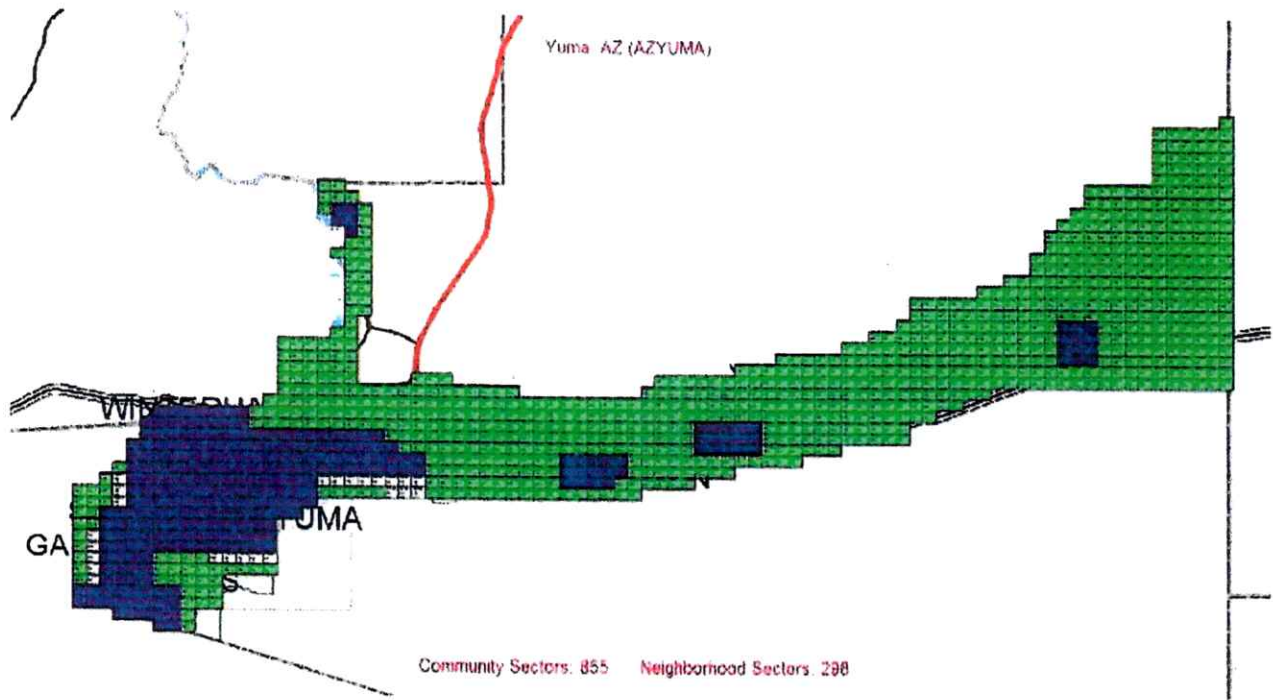
Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

### **RapidAccess—Disaster Response Program ("DRP")**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
  - ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
  - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
  - ☐ **Terrorist:** areas affected by damage from terrorist attack.
  - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**  
**SECTOR MAP(S)**





**GSA FEDDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**  
**AMENDMENT TO AGREEMENT DATED MARCH 30, 2012 BETWEEN**  
**PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND**  
**YUMA COUNTY, AZ ("CUSTOMER")**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply.)
2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 30, 2012 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.
3. MODIFICATIONS TO AGREEMENT:
  - a. The City of Yuma, AZ shall be deemed an Authorized Subdivision and its personnel shall be deemed Authorized Users in accordance with the License Terms.
  - b. All other terms and condition set forth in the Agreement shall remain in full force and effect.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>
2351 W. 26TH STREET
Yuma, AZ 85364
Attn: Daniel CRUZ , GIS Manager
Phone: (928) 817-5151                      Fax:

<b>PICTOMETRY NOTICE ADDRESS</b>
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093                      Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>YUMA COUNTY, AZ</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>