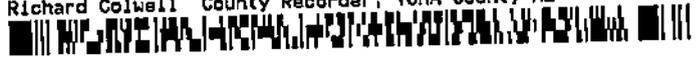


CONFORMED COPY  
2024-02533 RESOLUTION  
02/01/2024 03:28:04 PM Pages: 34 Fees: \$15.00  
Requested By: SAN LUIS CITY CLERK'S OFFICE

Richard Colwell County Recorder, YUMA County AZ



**WHEN RECORDED, MAIL TO:**

**CITY OF SAN LUIS  
ATTN: CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information.

\*\*\*\*\*

**CAPTION HEADING:**

**RESOLUTION**

Resolution No. 2231

Intergovernmental Agreement

Yuma County for the Yuma Region-Imagery Acquisition Consortium Project



CITY OF  
**SAN LUIS**  
A R I Z O N A  
WWW.SANLUISAZ.GOV

P.O. Box 1170 | 1090 E. Union Street San Luis, AZ 85349 | P: (928) 341-8520 F: (928) 341-8539

### CERTIFICATION

I do hereby certify that I am a duly appointed City Clerk of the City of San Luis, Arizona, and that the attached is a true and correct copy of the **Resolution No. 2231: Intergovernmental Agreement with Yuma County for the Yuma County Region-Imagery Acquisition Consortium Project**, dated August 24, 2022, which is/are on file in the City Clerk's Office, City Hall, San Luis, Arizona.

Dated this 1st day of February 2024.

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk



# Resolution

No. 2231

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE YUMA COUNTY FOR THE YUMA REGION-IMAGERY ACQUISITION CONSORTIUM PROJECT.**

**WHEREAS**, in 2017, the City of San Luis ("City") entered into a Memorandum of Understanding with the County and certain participating entities to form the Yuma Region Imagery Acquisition Consortium Project ("Project"), the purpose of which is to share costs for the acquisition and use of the aerial imagery; and,

**WHEREAS**, the City needs to update the aerial imagery; and

**WHEREAS**, the City is authorized to enter into this Agreement pursuant to A.R.S. §11-951; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of San Luis as follows:

**SECTION 1:** That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved;

**SECTION 2:** That the City Manager or designee are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to put the agreement into effect.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this 24<sup>th</sup> day of August 2022.

Gerardo Sanchez, Mayor

**ATTEST:**

*for* Umthong, Deputy city clerk  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

Kay Marion Macuil  
Kay Marion Macuil, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YUMA COUNTY AND CITY OF YUMA, CITY OF SAN LUIS,  
CITY OF SOMERTON, AND TOWN OF WELLTON  
YUMA REGION – IMAGERY ACQUISITION CONSORTIUM PROJECT**

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into this 20th day of March, 2023, (“Effective Date”) between Yuma County (“County”), the City of Yuma (“Yuma”), the City of San Luis (“San Luis”), the City of Somerton (“Somerton”), and the Town of Wellton (“Wellton”). The County, Yuma, San Luis, Somerton, and Wellton are hereinafter referred to collectively as the “Parties”. Yuma, San Luis, Somerton, and Wellton are hereinafter referred to collectively as the “Participating Agencies” and each individually as a “Participating Agency”.

**RECITALS**

1. On or about March 30, 2012, the 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, the County entered into a Memorandum of Understanding with certain Participating Agencies 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 July 27, 2021, the County and Pictometry executed an Amendment to Agreement dated March 30, 2012, wherein the County purchased updated digital oblique and orthogonal aerial imagery from Pictometry.
4. In 2022, the Participating Agencies expressed a desire to participate in the Project, and obtain access to the digital oblique and orthogonal aerial pictometry produced by Pictometry.
5. The County is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq. Yuma is authorized to enter into this Agreement pursuant to Article III, Section 12 of the Charter of the City of Yuma. San Luis is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq. Somerton is authorized to enter into this Agreement pursuant to Somerton City Code Section 3-5-193. Wellton is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the County and each Participating Agency 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.

- 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 a Participating Agency no less than ninety (90) days prior to the date of expiration of the Initial Term. The decision to renew shall be through mutual written agreement by the County and the Participating Agency.

This Agreement may be terminated by the County or a Participating Agency, with or without cause, upon sixty (60) days' written notice to the other party. Unless this Agreement is terminated as to all Parties by County or by all Participating Agencies, the Agreement shall remain in full force and effect for the remainder of the non-terminated Parties.

- 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 mandate 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 parties (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 an Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employee, volunteers.
- V. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between 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 to this Agreement shall be brought exclusively in the Superior Court in 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 address 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  
Director of Information Technology  
One City Plaza  
Yuma, Arizona 85364  
(928) 373-4900

City of San Luis  
GIS Analyst  
1090 E. Union Street  
P.O. Box 3750  
San Luis, Arizona 85349  
(928) 341-8568

City of Somerton  
Marlene Lara, Economic Development Dir.  
143 N. State Street  
P.O. Box 638  
Somerton, Arizona 85350  
(928) 722-5085

Town of Wellton  
Sandra Jones, Deputy Clerk  
28634 Oakland Avenue  
P.O. Box 67  
Wellton, Arizona 85356  
(928) 785-3348

- X. ASSIGNMENT. This contract is not assignable by the County or any Participating Agency 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 no 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 each Participating Agency a 1-Terabyte external hard drive containing the 2022 digital imagery library previously purchased by the County from Pictometry immediately upon data availability from Pictometry and the receipt of the payment from the Participating Agencies.
- b. The County will individually identify each Participating Agency as an "Authorized Subdivision" and "Authorized User" of the Pictometry Electronic Field Supply ("EFS") software provided by Pictometry.
- c. The County will provide each Participating Agency with a digital copy of the Licensed Documentation for the Pictometry EFS software.

**XV. OBLIGATIONS OF THE PARTICIPATING AGENCIES.**

- a. To obtain possession of and access to the 2022 digital imagery libraries and supporting EFS software produced by Pictometry and previously delivered to the County, each Participating Agency agrees to pay County the following sums:
  - i. Yuma agrees to pay County the sum of \$46,816.58.
  - ii. San Luis agrees to pay County the sum of \$17,087.08.
  - iii. Somerton agrees to pay County the sum of \$9,254.36.
  - iv. Wellton agrees to pay County the sum of \$9,171.19.
- b. Before any data from the digital imagery libraries is shared with any local or external agency other than the Parties, all Parties must agree in writing. Although it will have access to the data, each Participating Agency agrees that County will act as the data custodian to control and distribute the digital imagery library to any local or external agency upon agreement of all Parties.
- c. Each Participating Agency 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.
- d. Each Participating Agency further agrees to be bound by the Standard Terms and Conditions as set forth in the February 17, 2017 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 2 hereto, and incorporated by this reference.

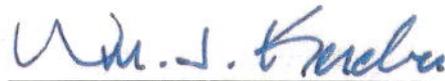
- e. Each Participating Agency further agrees to be bound by the Standard Terms and Conditions as set forth in the July 27, 2021 Amendment to Agreement dated March 30, 2012 between Pictometry International Corp. and Yuma County, AZ, as set forth in Appendix 3 hereto, and incorporated herein by this reference.

**YUMA COUNTY:**

  
\_\_\_\_\_  
Martin Porellas  
Chairman, Board of Supervisors

Date: MAR 20, 2023

**APPROVED AS TO FORM AND AUTHORITY:**

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

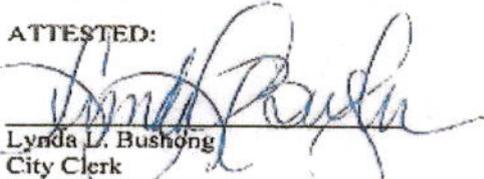
Date: March 20, 2023

**CITY OF YUMA:**

  
\_\_\_\_\_  
John D. Simonton  
Acting City Administrator

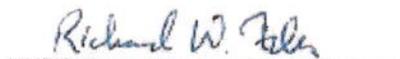
Date: 10/6/2022

**ATTESTED:**

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

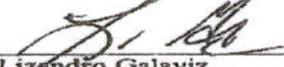
Date: Oct 6 - 2022

**APPROVED AS TO FORM AND AUTHORITY:**

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

Date: 10.6-2022

CITY OF SAN LUIS:

  
Lizardo Galaviz  
Acting City Manager

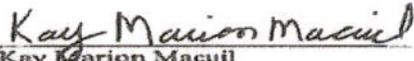
Date: 9/6/22

ATTESTED:

  
Sonia Cornelio  
City Clerk

Date: 9/6/2022

APPROVED AS TO FORM AND AUTHORITY:

  
Kay Marion Macuil  
City Attorney

Date: Aug 29, 2022

CITY OF SOMERTON:

  
Carmen Juarez  
Interim City Manager

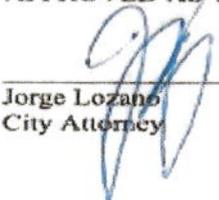
Date: 10/4/22

ATTESTED:

  
Andrea Moreno  
Deputy City Clerk

Date: 10/4/2022

APPROVED AS TO FORM AND AUTHORITY:

  
Jorge Lozano  
City Attorney

Date: 10/4/2022

TOWN OF WELLINGTON:

Richard Marsh  
Richard Marsh  
Town Manager

Date: 9/20/2022

APPROVED AS TO FORM AND AUTHORITY:

Andrew McGuire  
Andrew McGuire  
Town Attorney

Date: 11.5.22

# APPENDIX 1

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

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

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 Stanbury, Director, Dept. of Development Services	Attn: Director, Contract Administration
Phone: (928) 373-1000 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0093

**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:	
PICTOMETRY:	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

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

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

<b>CUSTOMER ID:</b> A119629	<b>SALES REP:</b> bgerela	<b>TERM OF CONTRACT:</b> 6 years	<b>NUMBER OF FLIGHTS:</b> 3
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**PRODUCT CONTRACTIVITY:** 35P-0801N

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYP	AMOUNT
3	Change Analysis Seat Licenses	Perpetual Seat License of Change Analysis	\$750.00	\$0.00	\$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 EIS Maintenance and Support for Imagery on this agreement.	\$0.00	EAP Disaster Grant	\$0.00
150	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	\$0.00	Existing Imagery Grant	\$0.00
1399	IMAGERY - COMMUNITY - 4-way (C3) (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	\$34.00	\$75,546.00
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (BFS)	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	\$153,000.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / SATA Externally Powered. Delivery media prices include copying a complete Imagery Library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
425	Mosaic Standard Tiles (4in) Per Sector (1PG)	4 Inch Mosaic Tiles in IFO Format	\$40.00	\$0.00	\$0.00
1399	Mosaic Tile Area-wide in ECW Format - 12in QSD 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 QSD Per Sector (Individual)	New processing or re-processing of ECW area-wide mosaics of 4in Imagery.	\$4.00	\$2.00	\$150.00
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

				Change Analysis Credit	
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 Discount Credit	\$0.00
1399	IMAGERY - COMMUNITY - 4-way (CS) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in oblique (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 (NS) (4in) Per Sector (EPS)	Product includes 4 inch oblique (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 531G - Drive Model IT - ENTPOWER	External USB 2.0 / eSATA External Power. Delivery media prices include copying a complete image library onto media. Sub-versioning sold separately.	\$199.00		\$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 inch Mosaic Tiles in JPG Format	\$40.00	\$30.00 Early Adopter Credit	\$8,300.00
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.	\$8.50		\$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing and 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 EPS Maintenance & Support	Includes digital copy of the Licensed Documentation for the Licensed 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
<b>SUBTOTAL - THIRD CAPTURE</b>					<b>\$264,188.50</b>

Thank you for choosing Pictometry as your service provider. **TOTAL** **\$745,974.50**

This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B, as these 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 **\$86,369.64**  
 Due at First Anniversary of Shipment of Imagery **\$115,147.25**

Total Payments \$230,294.50

**SECOND CAPTURE**

Due at Shipment of Imagery \$125,745.75

Due at First Anniversary of Shipment of Imagery \$125,745.75

Total Payments \$251,491.50

**THIRD CAPTURE**

Due at Shipment of Imagery \$132,094.25

Due at First Anniversary of Shipment of Imagery \$132,094.25

Total Payments \$264,188.50

**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**

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

**Products:** **IMAGERY - COMMUNITY - 4-way (CS) (11a) with 12" mosaic files - Per Sector**  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (OLI)  
**Special Instructions:**

**Products:** **IMAGERY - NEIGHBORHOOD - 4-way (NS) (4a) Per Sector (EPS)**  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (OLI)  
**Special Instructions:**

**IMAGERY - SECOND CAPTURE**

**Products:** **IMAGERY - COMMUNITY - 4-way (CS) (11a) with 12" mosaic files - Per Sector**  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (OLI)  
**Special Instructions:**

**Products:** **IMAGERY - NEIGHBORHOOD - 4-way (NS) (4a) Per Sector (EPS)**  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (OLI)  
**Special Instructions:**

**IMAGERY - THIRD CAPTURE**

**Product:** IMAGERY - COMMUNITY - 4-way (CS) (12in) with 12" cassette files - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (0%)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (NS) (4in) Per Sector (EPS)  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (0%)  
**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@yumasoonline.gov  
**Maximum Users:** 200  
**County/Image Library:** Yuma  
**Requested Activation:**  
**Special Instructions:**

**STANDARD TERMS AND CONDITIONS****LICENSED OBLIQUE AND ORTHOGONAL IMAGERY**

**Imagery:** Licensed Imagery procured with a high resolution digital camera and optional OSD is as indicated on Sector Map. CS products shall contain ortho images and oblique images taken from opposite directions. CS or NS 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.

**EPS Licensed Software:** Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EPS) 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 fiscal date of shipping of the EPS software, along with a copy of the updated documentation. Recommended minimum system requirements for EPS are as follows:

Processor 4, 1.5 GHz or greater processor, 512MB RAM (1GB or more recommended for XP, S1) 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: 1GB graphics, 32bit color quality and 1024x768 screen resolution.  
 100 Mbps - NIC (network deployment). 250MB available hard disk space (EPS R1.14)

Licensee agrees that Pictometry may with 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 to be 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 Licensee 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.



Plots will have an unobstructed view of the ground and objects on the ground. An unobstructed view of the ground and objects on the ground, and in areas of crop production, the image should be clear and sharp. Due to the nature of oblique aerial photography, there may be artifacts such as haze, glare and flare caused by reflected light.

**Image Quality**

Industry-standard image format will be proprietary image format. Images will have an unobstructed view of the ground and objects on the ground. An unobstructed view of the ground and objects on the ground, and in areas of crop production, the image should be clear and sharp. Due to the nature of oblique aerial photography, there may be artifacts such as haze, glare and flare caused by reflected light.

**Image Format**

Industry-standard image format will be proprietary image format. Images will have an unobstructed view of the ground and objects on the ground. An unobstructed view of the ground and objects on the ground, and in areas of crop production, the image should be clear and sharp. Due to the nature of oblique aerial photography, there may be artifacts such as haze, glare and flare caused by reflected light.

**Image Accuracy**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Orientation**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Resolution**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Color**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Contrast**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Detail**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Clarity**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Sharpness**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

**Image Contrast**

Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy. Accuracy provides a visualization system and therefore does not provide image accuracy.

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

#### Custom Ortho-Mosaics

It is important to note that while the custom ortho-mosaic can generally be created in any given direction, 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 best imagery. For example, if you create a six-foot 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-mosaic 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 NMAAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrain or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAAS 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 meters 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 unique 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 on 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 585-486-0099, 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 server's availability.

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, in addition to the License Fee 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 this 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 guarantee:

- 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 warrants 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, efficiency, 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, efficiency 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, reliance on, or 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 in the Product shall remain with Pictometry and shall not pass to the Licensee. The Licensee acknowledges that copyright interests 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, use 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 stored, leased, 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 each data layer to be provided 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 controlled). 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 browser 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) This Contract constitutes the entire agreement between Pictometry and the Licensee with respect to the Product 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 provision 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

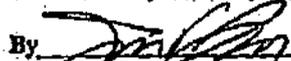
  
Name: Gregory S. Ferguson  
Title: Chairman, Yuma County Board of Supervisors

Date

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

3/21/12  
Date

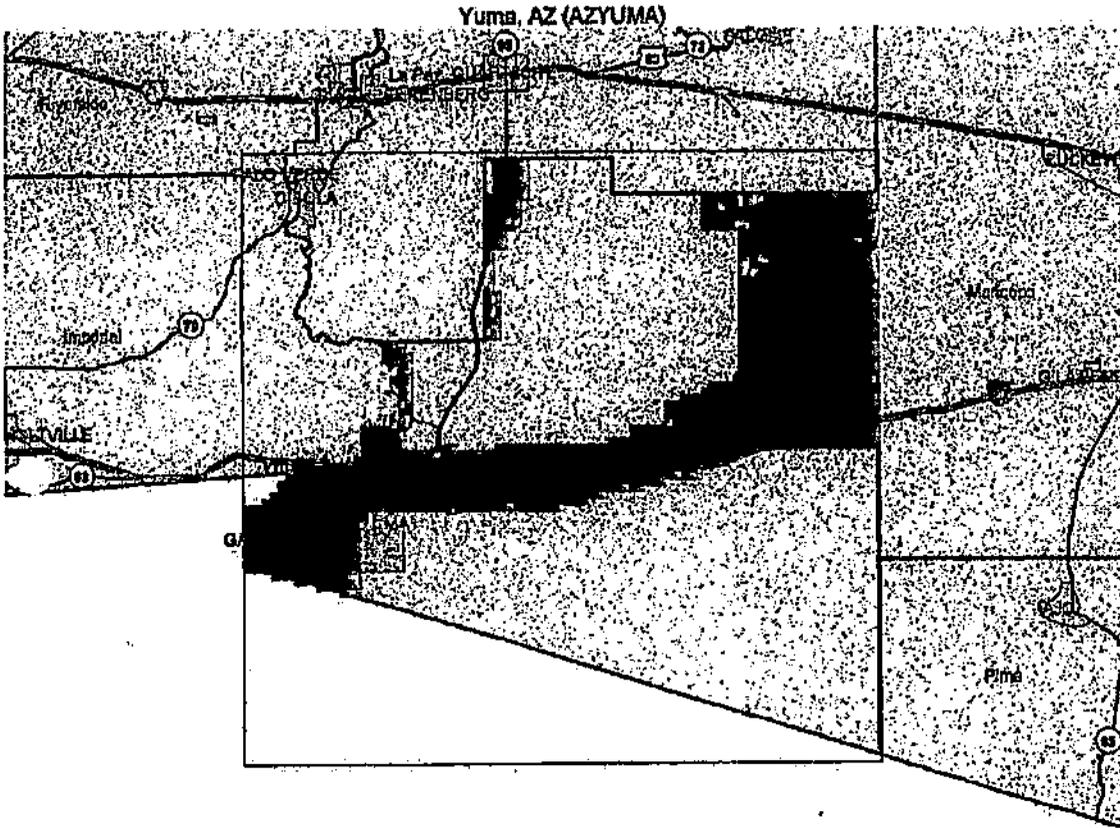
APPROVED AS TO FORM:  
Yuma County Attorney

By   
Jon R. Smith  
County Attorney

3-19-12  
Date

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

Date



Community Sectors: 1389 Neighborhood Sectors: 425

(c) Copyright 2011, Esri/Arity International

Licensee Initial *[Signature]*

V2011728

## APPENDIX 2

**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, OIS 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:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
YUMA COUNTY, AZ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: <i>Ed Jin</i>	SIGNATURE: <i>[Signature]</i>
NAME: <i>Ed Jin</i>	NAME: <i>Linda K. Salimi</i>
TITLE: <i>Chief Information Officer</i>	TITLE: <i>Corporate Vice President</i>
DATE: <i>1/31/17</i>	EXECUTION DATE: <i>2/1/17</i>
	DATE OF RECEIPT (EFFECTIVE DATE): <i>2/1/17</i>

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-080IN ("SCHEDULE")**

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

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

<b>ORDER #</b> C110917
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<b>BILL TO:</b> Yuma County, AZ Daniel Cruz, GIS Manager 2351 W. 26th Street Yuma, AZ 85364 (928) 817-5151 daniel.cruz@yumacountyaz.gov
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<b>SHIP TO:</b> Yuma County, AZ Daniel Cruz, GIS Manager 2351 W. 26th Street Yuma, AZ 85364 (928) 817-5151 daniel.cruz@yumacountyaz.gov
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<b>CUSTOMER ID:</b> A119629	<b>SALES REP:</b> benzela	<b>FREQUENCY OF PROJECT:</b> Biennial
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**US GSA CONTRACT NO.:** 35F-080IN

<b>SECOND PROJECT</b>					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE <sup>1</sup>
298	IMAGERY - 3in, 3-way, OCB (N5) Per Sector. <i>OBLIQUE COLOR</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	\$122,720.52
855	IMAGERY - 9in, 3-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***	\$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 and 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-080IN ("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 IT - 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	\$0.00 (100.0%)	\$0.00
Applicable Terms and Conditions: Order Form					
				<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 48.422(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**

Products: IMAGERY - 3in, 5-wky, OCB (N5) Per Sector  
 Elevation Source: USGS  
 Leaf: Leaf Off: Less than 30% leaf cover

Products: IMAGERY - 9in, 5-wky, OCB (C5) Per Sector  
 Elevation Source: USGS  
 Leaf: Leaf Off: Less than 30% leaf cover

**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 outlines along mosaic seams resulting from the following types of artifacts:

- i. Discontinuities in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Discontinuities in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Bulging interest and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. 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;
- vi. Single GSD color variations caused by illumination differences or multiple-afocal/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.).

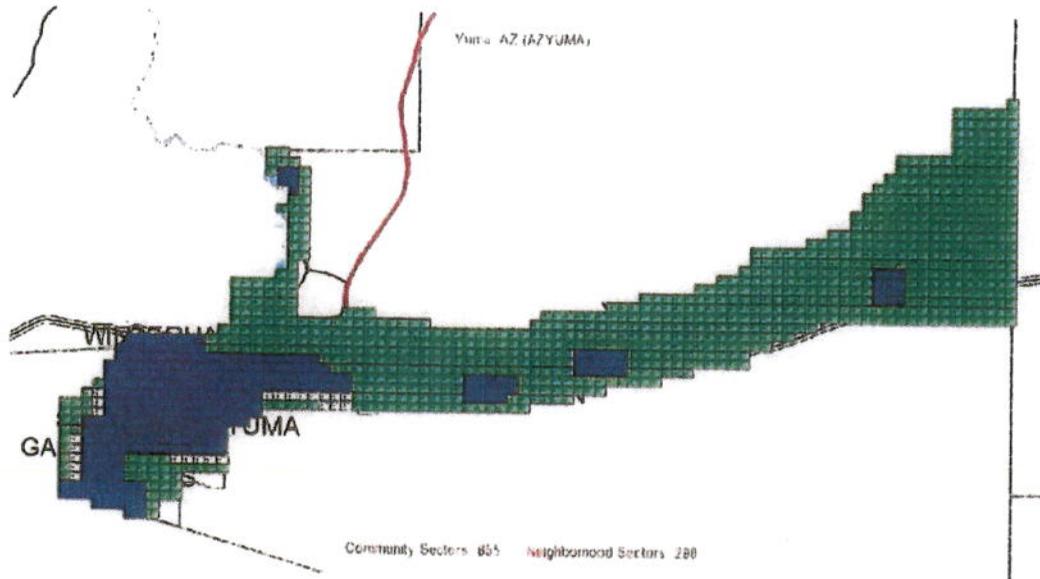
Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**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 tornadoes 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, tornadoes 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)



## APPENDIX 3

**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 of 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  
Map(s)

**3. MODIFICATIONS TO AGREEMENT:**

- a. The Third Project (previously referred to as the Third Capture) products, pricing, product parameters and payment schedule set forth in Section A to the Agreement are replaced in their entirety with the Third Project products, pricing, product parameters and payment schedule set forth in Section A to this Amendment.
  - b. The Sector Map attached to this Amendment shall be added to the Agreement.
  - c. Upon execution of this Amendment, Customer requests that Pictometry proceed to schedule the Third Project (as modified by this Amendment) subject to the terms and conditions of the Agreement. Pictometry will use commercially reasonable efforts to capture imagery for the Third Project during the spring of 2022 capture season. This is a target date only because the image capture process may be affected by numerous conditions outside of Pictometry's control, including, but not limited to, weather and airspace permissions.
  - d. All other terms and conditions 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:

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

PICTOMETRY NOTICE ADDRESS
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.

[Signature page follows]

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

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
YUMA COUNTY, AZ	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
<b>SIGNATURE:</b> 	<b>SIGNATURE:</b> 
<b>NAME:</b> Clayton C. Summers	<b>NAME:</b> Brian Brockmann
<b>TITLE:</b> Chief Information Officer	<b>TITLE:</b> Corporate Vice President
<b>DATE:</b> 7-21-2021	<b>EXECUTION DATE:</b> 7/27/2021
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b> 7/27/2021

**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, New York 14623

<b>ORDER #</b>
C110917

<b>BILL TO</b>
Yuma County, AZ
Daniel CRUZ, GIS Manager
2351 W. 26TH STREET
Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

<b>SHIP TO</b>
Yuma County, AZ
Daniel CRUZ, GIS Manager
2351 W. 26TH STREET
Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

<b>CUSTOMER ID</b>	<b>SALES REP.</b>	<b>FREQUENCY OF PROJECT</b>
A119629	bgarcia	

<b>US GSA CONTRACT NO.</b>	35F-0801N
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<b>THIRD PROJECT</b>					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
300	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	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.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use.  Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 467.00	\$ 410.96 (12%)	\$ 123,288.00
979	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.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use.  Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 80.00	\$ 70.40 (12%)	\$ 68,921.60
979	Files - 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.  Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 10.00	\$ 4.61 (33.9%)	\$ 4,513.19

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

300	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  Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 20.00	\$ 10.00 (50%)	\$ 3,000.00
300	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  Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 2.00		\$ 600.00
979	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  Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 0.50		\$ 489.50
1	Media Drive Capacity 931G - Drive Model IT - 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		\$ 199.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.  Applicable Terms and Conditions: Order Form.	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint. & Support	Includes digital copy of the Licensed Documentation for the Licensor 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.  Applicable Terms and Conditions: Software License Agreement.	\$ 0.00		\$ 0.00
<b>SUBTOTAL</b>					<b>\$201,011.29</b>

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

\*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA SCHEDULE 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.

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

### 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 outlines along mosaic seams resulting from the following types of artifacts:

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- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. 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;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
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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 2 and higher.
- Tornado:** areas affected by tornadoes 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, tornadoes 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.

### 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.

### THIRD PROJECT

Due at Shipment of Imagery :  
Total Payment:

\$201,011.29  
\$201,011.29

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

MAP(S)

