

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AGREEMENT BETWEEN ADAMS COUNTY AND
PICTOMETRY INTERNATIONAL CORPORATION FOR AERIAL IMAGING

Resolution 2014-160

WHEREAS, the Adams County Assessor's Office ("Assessor") wishes to obtain aerial imaging of Adams County in order to better conduct its statutory duties by utilizing visual images of properties in Adams County; and,

WHEREAS, Pictometry International Corporation ("Pictometry") is willing to provide said aerial imaging under the terms and conditions of the attached agreement, with a total cost of \$463,618.15 for the first two-year project and comparable costs for several subsequent two-year projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the agreement between Adams County and Pictometry International Corporation for aerial imaging, a copy of which is attached hereto and incorporated herein by this reference, is be and hereby is approved.

BE IT FURTHER RESOLVED that the Chairman is authorized to execute said agreement on behalf of Adams County.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Excused
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 31st day of March, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 ADAMS COUNTY, CO ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
4430 South Adams County Parkway	100 Town Centre Drive, Suite A
Brighton, Colorado 80601	Rochester, NY 14623
Attn: Greg Baca, GIS Coordinator	Attn: Contract Administration
Phone: (720) 523-6144 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.



4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
ADAMS COUNTY, CO	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Chad Tedesco	NAME: Linda K. Salpini
TITLE: Chairman	TITLE: VP Finance
DATE: March 31, 2014	EXECUTION DATE: 3/14/14
	DATE OF RECEIPT (EFFECTIVE DATE)

APPROVED AS TO FORM
COUNTY ATTORNEY



SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C136827

BILL TO
Adams County, CO
Gil Reyes
County Administration Building
4430 South Adams County Parkway
Brighton, 80601
(720) 523-6038
greyes@co.adams.co.us

SHIP TO
Adams County, CO
Greg Baca
4430 South Adams County Parkway
Brighton, Colorado 80601
(720) 523-6144
gbaca@adcogov.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119157	jbrown	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
675	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD 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.	\$450.00	\$405.00 (10%)	\$273,375.00
1233	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD 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.	\$75.00	\$67.50 (10%)	\$83,227.50
155120	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.30		\$46,536.00
155120	ChangeFindr - Building Outlines with Client's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.27		\$41,882.40
675	Tiles - Standard (4in GSD;	Available with corresponding 3" GSD or 4" GSD imagery	\$20.00	\$10.00	\$6,750.00

	GeoTIFF format) Per Sector	purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.		(50%)	
1233	Tiles - Standard (9in GSD; GeoTIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$6,165.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)	\$6,000.00	\$4,500.00 (25%)	\$4,500.00
675	Mosaic - Area Wide (4in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$1.00 (50%)	\$675.00
1233	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.	\$0.50	\$0.25 (50%)	\$308.25
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		\$199.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
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
SUBTOTAL – FIRST PROJECT					\$463,618.15

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
675	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD 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.	\$450.00	\$405.00 (10%)	\$273,375.00
1233	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD 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.	\$75.00	\$67.50 (10%)	\$83,227.50
155120	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional	\$0.30		\$46,536.00

		costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.			
675	Tiles - Standard (4in GSD; GeoTIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$6,750.00
1233	Tiles - Standard (9in GSD; GeoTIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$6,165.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)	\$6,000.00	\$4,500.00 (25%)	\$4,500.00
675	Mosaic - Area Wide (4in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$1.00 (50%)	\$675.00
1233	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.	\$0.50	\$0.25 (50%)	\$308.25
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
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
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
SUBTOTAL – SECOND PROJECT					\$421,735.75

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
675	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD 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.	\$450.00	\$405.00 (10%)	\$273,375.00
1233	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD 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.	\$75.00	\$67.50 (10%)	\$83,227.50
155120	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the	\$0.30		\$46,536.00

		Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.			
675	Tiles - Standard (4in GSD; GeoTIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$6,750.00
1233	Tiles - Standard (9in GSD; GeoTIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$6,165.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)	\$6,000.00	\$4,500.00 (25%)	\$4,500.00
675	Mosaic - Area Wide (4in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$1.00 (50%)	\$675.00
1233	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.	\$0.50	\$0.25 (50%)	\$308.25
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
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
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
SUBTOTAL – THIRD PROJECT					\$421,735.75

Thank you for choosing Pictometry as your service provider.	TOTAL	\$1,307,089.65
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¹Amount per product = ((1-Discount %) * Qty * List Price)

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. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$70,204.22
Due at Shipment of Imagery	\$322,600.13
Due at Shipment of ChangeFindr	\$66,313.80
Due at Activation of Connect/POL	\$4,500.00
Total Payments	\$463,618.15

SECOND PROJECT

Due at Shipment of Imagery	\$370,699.75
Due at Shipment of ChangeFindr	\$46,536.00
Due at Activation of Connect/POL	\$4,500.00
Total Payments	\$421,735.75

THIRD PROJECT

Due at Shipment of Imagery	\$370,699.75
Due at Shipment of ChangeFindr	\$46,536.00
Due at Activation of Connect/POL	\$4,500.00
Total Payments	\$421,735.75

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – THIRD PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

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:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- 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
- 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.

CHANGEFINDER – FIRST PROJECT

Product:	ChangeFinder - Building Outlines with Client's Electronic Parcel Files
<i>Data Source – Base:</i>	Pictometry Imagery
<i>Imagery Capture Year – Base:</i>	2014
<i>Data Source – Comparison:</i>	Pictometry Imagery
<i>Imagery Capture Year – Comparison:</i>	2012
<i>Deck Identification:</i>	Marked with a Point
<i>Length of Sides Option Selected:</i>	Yes
<i>Coordinate System of Parcels/Deliverable:</i>	State Plane NAD83 Colorado Central Feet
<i>Regional Status Report Requested:</i>	No
<i>Special Instructions:</i>	

Product:	ChangeFinder - Change Detection with Client's Electronic Parcel Files
<i>Data Source – Base:</i>	Pictometry Imagery
<i>Imagery Capture Year – Base:</i>	2014
<i>Data Source – Comparison:</i>	Pictometry Imagery
<i>Imagery Capture Year – Comparison:</i>	2012
<i>Deck Identification:</i>	Marked with a Point
<i>Length of Sides Option Selected:</i>	Yes
<i>Coordinate System of Parcels/Deliverable:</i>	State Plane NAD83 Colorado Central Feet
<i>Regional Status Report Requested:</i>	No
<i>Special Instructions:</i>	

CHANGEFINDER – SECOND PROJECT

Product:	ChangeFinder - Change Detection with Client's Electronic Parcel Files
<i>Data Source – Base:</i>	Pictometry Imagery
<i>Imagery Capture Year – Base:</i>	2016
<i>Data Source – Comparison:</i>	Pictometry Outlines
<i>Imagery Capture Year – Comparison:</i>	2014
<i>Deck Identification:</i>	Marked with a Point
<i>Length of Sides Option Selected:</i>	Yes
<i>Coordinate System of Parcels/Deliverable:</i>	State Plane NAD83 Colorado Central Feet
<i>Regional Status Report Requested:</i>	No
<i>Special Instructions:</i>	

CHANGEFINDER – THIRD PROJECT

Product:	ChangeFinder - Change Detection with Client's Electronic Parcel Files
<i>Data Source – Base:</i>	Pictometry Imagery
<i>Imagery Capture Year – Base:</i>	2018
<i>Data Source – Comparison:</i>	Pictometry Outlines
<i>Imagery Capture Year – Comparison:</i>	2016
<i>Deck Identification:</i>	Marked with a Point
<i>Length of Sides Option Selected:</i>	Yes
<i>Coordinate System of Parcels/Deliverable:</i>	State Plane NAD83 Colorado Central Feet
<i>Regional Status Report Requested:</i>	No
<i>Special Instructions:</i>	

CONNECT – FIRST PROJECT

Product:	Pictometry Connect - CA - 100
<i>Admin User:</i>	Greg Baca
<i>Admin User Email:</i>	gbaca@adcogov.org
<i>Requested Activation:</i>	
<i>Special Instructions:</i>	

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Greg Baca
Admin User Email: gbaca@adcogov.org
Requested Activation:
Special Instructions:

CONNECT – THIRD PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Greg Baca
Admin User Email: gbaca@adcogov.org
Requested Activation:
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: CO Arapahoe
Geofence: CO Adams
Geofence: CO Denver
Geofence: CO Weld
Geofence: CO Jefferson
Geofence: CO Broomfield
Geofence: CO Boulder

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: CO Adams
Geofence: CO Weld
Geofence: CO Denver
Geofence: CO Jefferson
Geofence: CO Broomfield
Geofence: CO Arapahoe
Geofence: CO Boulder

CONNECT: GEOFENCES – THIRD PROJECT

Geofence: CO Boulder
Geofence: CO Jefferson
Geofence: CO Broomfield
Geofence: CO Denver
Geofence: CO Adams
Geofence: CO Arapahoe
Geofence: CO Weld

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated 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 the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Notwithstanding anything herein to the contrary, this Agreement shall not constitute a multi-year fiscal obligation. This Agreement is subject to annual appropriation. In the event funds are not appropriated in any given fiscal year, Customer may terminate this Agreement or amend it accordingly. The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

In the event termination occurs and Customer, or any party authorized under the terms and condition of this Agreement to use the licensed products set forth in Section A, is in possession of licensed product for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

3. The following language is added to Section B on page 11 of paragraph 5.2 titled TRADEMARKS; CONFIDENTIALITY, 'Customer is a governmental entity subject to the provisions of the Colorado Open Records Act ('CORA'). In the event of a conflict between the terms of this agreement and the terms of CORA, the terms of CORA shall prevail. If such a conflict arises, Customer agrees to notify Pictometry promptly enough to facilitate Pictometry taking legal action to prevent or limit disclosure pursuant to applicable laws.'

4. This agreement shall be subject to Colorado law, with venue for any dispute in Adams County, Colorado or the Federal District Court for the District of Colorado. This language replaces contrary provisions in Section B, paragraph 7.2 on page 11, paragraph 6.6 on page 13, and paragraph 7C on page 15.

5. Section B, paragraph 6.9 on page 14 of this Agreement is hereby deleted in its entirety.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP

Community Sectors: 1233

Neighborhood Sectors: 675

