

February 17, 2015

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
Subject: 2015 Pictometry Contract - City Digital Air Photography



ACTION: For vote Monday, February 23, 2015

Brief History

In 2009, Webster County secured a grant from Home Land Security for digital air photography for the entire Webster County area. The County entered into a contract with Pictometry International Corporation to capture, process, and deliver digital air photography at that time. On December 7, 2009 a Memorandum of Understanding between the City and Webster County was approved for this work.

The City has also teamed with Webster County for air photography in 2011 and 2013. Each time the City paid ½ of the cost of the air photography. The County has now decided that they will only contract for air photography every 4 – 5 years.

City Staff, including the Engineering, Public Works, Police, Fire, BACG, and Parks Departments use these images on a day-to-day basis. For Staff's work, updating the images every 4 – 5 years is not often enough. Development is occurring all over the City, and these up-to-date images provide much needed information about those properties and other facilities around the community.

Analysis of Issue

Attached is a Budget Proposal for Pictometry to perform 3 flights over a 6 year contract. With an average flight cost of \$44,703.67, the annual payment would be \$22,351.83. The area to be covered with each flight is shown on the attached map. Photography is to be captured in the Spring of 2015, 2017, and 2019.

Budget Impact

The cost of these services will be evenly split between the Storm Water Utility Fund, Water Utility Fund, and the Sanitary Sewer Utility Fund.

Strategic Plan Impact

This action is consistent with several policies under D.3 in regards to land use, including:

Policy D.3.1: An urban area shall be identified and mapped where urban level development and redevelopment is to be especially encouraged and where a full range of urban services, including centralized water and sewer, as well as storm water

management services, are already available or can be provided in a timely, cost effective manner.

In addition this action is consistent with D.7 Intergovernmental Cooperation and Efficiency:

Policy D.7.4: Opportunities for consolidation of services shall be continually evaluated, particularly with regard to potential operational efficiencies and cost savings.

Impact on Existing Plans

None

Committee Review / Recommendation

N/A

Staff Conclusions / Recommendations

It is the recommendation of the Engineering Department that Council approve the contract with Pictometry to provide air photography in an amount of \$22,351.83 annually over a 6-year period.

Alternatives

The Council could choose not to approve the contract however this is not recommended.

Implementation and Accountability

The Engineer will be responsible for working with Pictometry to implement this contract.

Signed



Chad W. Schaeffer, P.E.
City Engineer

Approved



David R. Fierke
City Manager

Proposal for: CITY OF FT DODGE IOWA
Project Name: IACFTDO15 - Imagery
Contract Term: 6 Years
Number of Flights: 3
Targeted Capture: Spring 2015

Pictometry Rep: Doug Tonnemacher
Phone Number: (515) 229-7016
Email: doug.tonnemacher@pictometry.com
Date: 12/22/2014
Expiration Date: 2/20/2015

Traditional 3" Neighborhood Imagery

Multi-Flight Summary

3 Flights over 6 Years

Average Flight Cost: \$44,703.67

Annual Payment: \$22,351.83



Example of 3" Neighborhood Imagery

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



Multi-Flight Details

Proposal for: CITY OF FT DODGE IOWA
 Project Name: IACFTDO15 - Imagery
 Contract Term: 6 Years
 Number of Flights: 3

Pictometry Rep: Doug Tonnemacher
 Date: 12/22/2014
 Expiration Date: 2/20/2015
 Targeted Capture: Spring 2015

Average Flight Cost

Traditional Imagery

| Sq. Miles/Qty. | Product Name | List Price | Discount | Subtotal |
|-----------------------|---------------------------------------|------------|----------|--------------------|
| 99 | 3" Neighborhood | \$450.00 | 10% | \$40,095.00 |
| 99 | 4" Neighborhood JPG Tile | \$20.00 | 50% | \$990.00 |
| 1 | Individual 4" Area Wide Mosaic, MrSID | \$198.00 | | \$198.00 |
| Imagery Total: | | | | \$41,283.00 |

Products

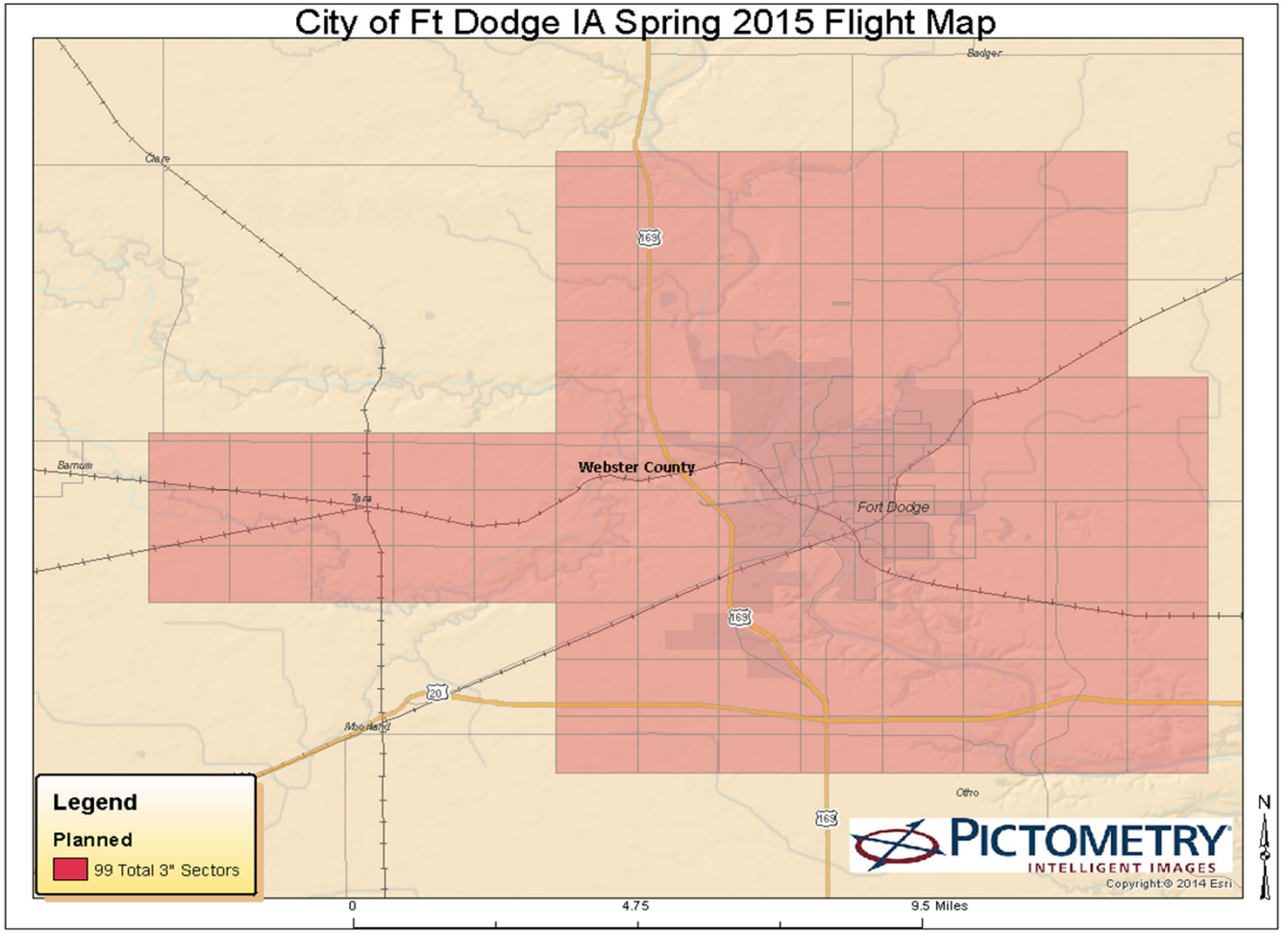
| Qty | Product Name | List Price | Discount | Subtotal |
|------------------------|-------------------------------|------------|----------|-------------------|
| 2 | Connect 50 (Annual) | \$2,000.00 | 38% | \$2,500.00 |
| 1 | FutureView, Full Registration | \$2,165.00 | 67% | \$721.67 |
| 1 | Hard Drive, 1 TB | \$199.00 | | \$199.00 |
| Products Total: | | | | \$3,420.67 |

Average Flight Total: \$44,703.67

Proposal for: CITY OF FT DODGE IOWA
 Project Name: IACFTDO15 - Imagery
 Contract Term: 6 Years
 Number of Flights: 3

Pictometry Rep: Doug Tonnemacher
 Date: 12/22/2014
 Expiration Date: 2/20/2015
 Targeted Capture: Spring 2015

City of Ft Dodge IA Spring 2015 Flight Map



**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 CITY OF FORT DODGE IA ("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 |
|---|---|
| 701 Central Ave. Ft. Dodge, Iowa 50501 | 100 Town Centre Drive, Suite A Rochester, NY 14623 |
| Attn: Dave Odor, GIS Specialist for City of Ft. Dodge | Attn: Contract Administration |
| Phone: (515) 576-3601 Fax: (515) 573-5232 | 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 |
|------------------------------|---|
| CITY OF FORT DODGE IA | PICTOMETRY INTERNATIONAL CORP. |
| (entity type) | a Delaware corporation |
| SIGNATURE: | SIGNATURE: |
| NAME: | NAME: |
| TITLE: | TITLE: |
| DATE: | EXECUTION DATE: |
| | DATE OF RECEIPT (EFFECTIVE DATE) |

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

| |
|---------|
| ORDER # |
| C167312 |

| |
|--|
| BILL TO |
| City of Fort Dodge IA |
| Chad Schaeffer City Engineer |
| Municipal Building 819 1st Avenue South Ft. Dodge, Iowa 50501 |
| (515) 576-3601 |
| cschaeffer@fortdodgeiowa.org |

| |
|--|
| SHIP TO |
| City of Fort Dodge IA |
| Chad Schaeffer City Engineer |
| Municipal Building 819 1st Avenue South Ft. Dodge, Iowa 50501 |
| (515) 576-3601 |
| cschaeffer@fortdodgeiowa.org |

| | | |
|--------------------|------------------|-----------------------------|
| CUSTOMER ID | SALES REP | FREQUENCY OF PROJECT |
| A138481 | DTonn | Biennial |

| FIRST PROJECT | | | | | |
|----------------------|--|---|------------|-----------------------|---------------------|
| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT ¹ |
| 99 | 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%) | \$40,095.00 |
| 1 | FutureView Full Conference Registration | Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. | \$2,165.00 | | \$2,165.00 |
| 1 | Pictometry Connect - CA - 50 | Pictometry Connect - CA - 50 (Custom Access) provides up to 50 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) | \$4,000.00 | \$1,500.00 (62.5%) | \$1,500.00 |
| 99 | Tiles - Standard (4in GSD; JPG format) Per Sector | Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. | \$20.00 | \$10.00 (50%) | \$990.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. | \$199.00 | | \$199.00 |
| 99 | Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. | \$2.00 | | \$198.00 |
| 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

\$45,147.00

SECOND PROJECT

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT ¹ |
|---------------------------|--|---|------------|---------------------|---------------------|
| 99 | 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%) | \$40,095.00 |
| 1 | Pictometry Connect - CA - 50 | Pictometry Connect - CA - 50 (Custom Access) provides up to 50 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) | \$4,000.00 | \$3,000.00 (25%) | \$3,000.00 |
| 99 | Tiles - Standard (4in GSD; JPG format) Per Sector | Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. | \$20.00 | \$10.00 (50%) | \$990.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. | \$199.00 | | \$199.00 |
| 99 | Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. | \$2.00 | | \$198.00 |
| 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 | | | | | \$44,482.00 |

THIRD PROJECT

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT ¹ |
|-----|---|---|------------|---------------------|---------------------|
| 99 | 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%) | \$40,095.00 |
| 1 | Pictometry Connect - CA - 50 | Pictometry Connect - CA - 50 (Custom Access) provides up to 50 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) | \$4,000.00 | \$3,000.00 (25%) | \$3,000.00 |
| 99 | Tiles - Standard (4in GSD; JPG format) Per Sector | Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. | \$20.00 | \$10.00 (50%) | \$990.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. | \$199.00 | | \$199.00 |
| 99 | Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." | \$2.00 | | \$198.00 |

| | | | | |
|--------------------------|--|---|--------|-------------|
| | | Refer to Product Parameters for additional details. | | |
| 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 | | | | \$44,482.00 |

| | | |
|---|--------------|--------------|
| Thank you for choosing Pictometry as your service provider. | TOTAL | \$134,111.00 |
|---|--------------|--------------|

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 | \$5,776.12 |
| Due at Initial Shipment of Imagery | \$17,328.38 |
| Due at First Anniversary of Shipment of Imagery | \$20,542.50 |
| Due at Activation of Connect | \$1,500.00 |
| Total Payments | \$45,147.00 |

SECOND PROJECT

| | |
|---|--------------------|
| Due at Initial Shipment of Imagery | \$20,939.50 |
| Due at First Anniversary of Shipment of Imagery | \$20,542.50 |
| Due at Activation of Connect | \$3,000.00 |
| Total Payments | \$44,482.00 |

THIRD PROJECT

| | |
|---|--------------------|
| Due at Initial Shipment of Imagery | \$20,939.50 |
| Due at First Anniversary of Shipment of Imagery | \$20,542.50 |
| Due at Activation of Connect | \$3,000.00 |
| Total Payments | \$44,482.00 |

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided – <http://geotrec2.geog.uni.edu/lidar/>
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided – <http://geotrec2.geog.uni.edu/lidar/>
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – THIRD PROJECT

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided – <http://geotree2.geog.uni.edu/lidar/>
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.

CONNECT – FIRST PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Chad Schaeffer
Admin User Email: cschaeffer@fortdodgeiowa.org
Requested Activation:
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Chad Schaeffer
Admin User Email: cschaeffer@fortdodgeiowa.org
Requested Activation:
Special Instructions:

CONNECT – THIRD PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Chad Schaeffer
Admin User Email: cschaeffer@fortdodgeiowa.org
Requested Activation:
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: IA Boone
Geofence: IA Calhoun
Geofence: IA Humboldt
Geofence: IA Pocahontas
Geofence: IA Webster
Geofence: IA Wright

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: IA Boone
Geofence: IA Calhoun
Geofence: IA Humboldt
Geofence: IA Webster
Geofence: IA Wright
Geofence: IA Pocahontas

CONNECT: GEOFENCES – THIRD PROJECT

Geofence: IA Boone
Geofence: IA Calhoun
Geofence: IA Humboldt
Geofence: IA Pocahontas
Geofence: IA Webster
Geofence: IA Wright

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
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
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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. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Iowa, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Iowa in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products 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.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP

