

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN
MARICOPA COUNTY BY AND THROUGH THE OFFICE OF ENTERPRISE
TECHNOLOGY
AND
THE CITY OF APACHE JUNCTION**

1.0 PARTIES

- 1.1 This Intergovernmental Agreement (IGA) provides a binding agreement between Maricopa County by and through the Office of Enterprise Technology (collectively, "County") and The City of Apache Junction (hereafter referred to as the City) for GIS data and Imagery Services through cost sharing. Maricopa County is authorized to enter into this IGA under A.R.S. § 11-952 for the purposes of exercising joint powers or contracting for services.

2.0 PURPOSE

- 2.1 This Agreement outlines the responsibilities of each of the parties for the request and delivery of GIS data and Imagery Services through the County RFP Serial 15056 listed in Attachment A. The Parties agree to cooperate and assist each other in meeting the mutual obligations and duties of each office because it is good public policy and benefits the citizens of Maricopa County.

3.0 DEFINITIONS

- 3.1 Cost Sharing includes the City agreeing to the cost of identified services listed with the County RFP Serial 15056 that will not exceed the listed cost of these services. As multiple jurisdictions participate in purchasing the same listed services the cost benefit to the County and the Town can be less than the stated service cost.
- 3.2 Imagery Services are defined within the County RFP Serial 15056 listed in Attachment A and includes a description of all services and their costs.
- 3.3 GIS Data includes Geographic Information Systems data that Maricopa County and THE City maintains under their normal job duties. This data will be identified at a later date based on mutual agreement and cost between the County's Geographic Information Officer and the GIS Technician/CAD Operator.
- 3.4 Imagery Flight is defined as the time the County contracts with a vendor to fly and delivery imagery services over a given period defined by the County.

4.0 TERM OF AGREEMENT:

- 4.1 This Agreement shall become effective upon approval and execution by the County for a period of 18 months or until the next Imagery Flight, with the option to renew by mutual agreement for an agreed upon term.

5.0 RESPONSIBILITIES OF PARTIES

5.1 COUNTY Responsibilities:

- 5.1.1 Coordinate the Imagery Services project and provide updates with the vendor and the CITY.
- 5.1.2 Represent the COUNTY and the CITY interests for Imagery services with the vendor.
- 5.1.3 Provide the CITY with necessary instructions and documentation related to services performed and GIS Data shared.
- 5.1.4 Provide timely and accurate quotes and billing for all services performed.

5.2 THE CITY Responsibilities:

- 5.2.1 Have requests come from the GIS Technician/CAD Operator to ensure coordination of all requests and delivery of all Imagery Services and GIS Data.
- 5.2.2 Provide COUNTY with appropriate and timely GIS Data to be delivered to the vendor of requested areas for Imagery Services.
- 5.2.3 Comply with all requests from COUNTY made in good faith, related to providing delivery of requested Imagery Services and GIS Data.
- 5.2.4 Notify COUNTY as soon as possible about any conflicts that might arise causing the CITY to cancel their request for Imagery Services and GIS Data.
- 5.2.5 Promptly, within thirty (30) calendar days of receipt, pay invoices submitted by COUNTY. If any portion of an invoice is disputed, the CITY shall remit the undisputed amount.

6.0 TERMINATION

- 6.1 This IGA is subject to cancellation as provided by A.R.S. § 38-511.

- 6.2 In the event any conflict or dispute arises, the Parties agree to make every effort to reconcile conflicts and make reasonable provisions to ensure neither party will suffer as a consequence of conflict.
- 6.3 Either party may terminate this IGA any time upon delivering a written notice of termination to the other party one (1) month in advance of the requested date of termination. Such notice shall be given by personal delivery or by Registered or Certified mail.
- 6.4 Either party may terminate this agreement if funds available to participate in the intergovernmental agreement are no longer available by virtue of an act of the County Board of Supervisors or The City of Apache Junction.

7.0 FUNDING

- 7.1.1 County shall invoice and receive reimbursement from the City for the costs identified through a quote received and accepted by the City from the County based on Imagery services and GIS Data requested.

8.0 AMENDMENTS:

- 8.1.1 Any changes to this agreement shall be implemented by a written amendment signed by both parties.

9.0 NOTICES:

- 9.1 Communication and details concerning this IGA shall be directed to the following contract representatives:

Maricopa County

David Moss – Geographic Information Officer
Office of Enterprise Technology
301 S. 4th Ave, Suite 200
Phoenix, Arizona 85003
David.moss@maricopa.gov
(602) 506-5143

City of Apache Junction:

Joseph C. Kliner – GIS Coordinator
300 E. Superstition Blvd
Apache Junction, Arizona 85119
jkliner@AJCity.Net
(480)-474-8518

10.0 EMPLOYMENT DISCLAIMER

- 10.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

11.0 INDEMNIFICATION

- 11.1 Each party (as "Indemnitor") agrees to the extent allowed by law, indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

12.0 COMPLIANCE WITH APPLICABLE LAWS

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

- 12.1 Unless exempt under Federal law, both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 12.2 Both parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

FOR AND ON BEHALF OF THE CITY:

Date

**FOR AND ON BEHALF OF MARICOPA
COUNTY:**

Bill Gates, Chairman
Board of Supervisors

Date

Attested to:

Fran McCarroll, Clerk of the Board

Deputy County Attorney

Pursuant to A.R.S. § 11-952, the Maricopa County Attorney's Office has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

ATTACHMENT A

The below contract was renewed by the County for the 2017 fiscal year.



CONTRACT PURSUANT TO RFP

SERIAL 15056-RFP

This Contract is entered into this 21st day of October, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Pictometry International Corp, a Delaware corporation ("Contractor") for the purchase of imagery services.

1.0 DEFINITIONS: For the purposes of this Contract and in addition to the terms defined throughout this Contract, the following terms shall have the meanings specified in this Section 1.0:

1.1 "Contractor License Terms" means the Pictometry Delivered Content Terms and Conditions of Use, the Pictometry Software Agreement, the Pictometry Online Services General Terms and Conditions of Use and Pictometry Web Visualization Offering Terms and Conditions, all of which set forth the rights granted to County in the Products and the terms and conditions of the County's access to and use of the Products. The Contractor License Terms are attached collectively hereto as Exhibit "B."

1.2 "Final Completion" means the date upon which all Products purchased via a Purchase Order have been delivered to the County, including physical and electronic form where applicable.

1.3 "Products" means the products set forth and described in Exhibit "A" being made available by Contractor to Customer pursuant to this Contract and a validly issued Purchase Order at the fees set forth in Exhibit "A."

2.0 PURCHASE ORDERS:

2.1 From time to time the County may issue a purchase order ("Purchase Order") to purchase access to and use of Products pursuant to the terms and conditions of this Contract. Any such Purchase Order shall: (i) identify this Contract and the terms and conditions of this Contract as controlling; (ii) identify the specific Products in Exhibit A that County is purchasing access to and use of; and (iii) state payments to be made to Contractor pursuant to the pricing set forth in Exhibit A and any other applicable economic terms.

2.2 Any Purchase Order submitted by the County to Contractor shall become a valid and binding component of this Contract. Notwithstanding the foregoing, any additional terms and conditions set forth in a Purchase Order beyond those set forth in this Contract are

solely for the County's internal administrative purposes and any such terms and conditions shall be of no force or effect as between the parties unless explicitly agreed to by Contractor in writing.

3.0 CONTRACT TERM:

- 3.1 This Contract is for a term of one (1) year, beginning on the 21st day of October, 2015 and ending the 31st day of October, 2016 ("Contract Term").
- 3.2 The County may, at its option and with the written agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

4.0 FEE ADJUSTMENTS:

- 4.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

5.0 PAYMENTS:

- 5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in a validly issued Purchase Order at the prices set forth in Exhibit "A."
- 5.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 5.3 INVOICES:

5.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)

- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

5.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

5.3.3 Payment shall be made to the Contractor by the County through the Maricopa County Vendor Express Payment Program

5.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 PAYMENT RETENTION:

5.4.1 Fifty percent (50%) of monies paid for Delivered Content (as defined in the attached Pictometry Delivered Content Terms and Conditions of Use) earned by Contractor related to a Purchase Order shall be retained by County until an initial delivery, including in electronic form, of the Delivered Content is made by Contractor. Upon said initial delivery, County shall release to Contractor fifty percent (50%) of the monies owed for the Delivered Content. County shall then release twenty-five percent (25%) of the remaining monies owed to Contractor for Delivered Content upon Final Completion. The remaining twenty-five percent (25%) of the monies due to Contractor shall be paid within three (3) months of Final Completion. All monies owed to Contractor by County for Delivered Content shall be paid in full within three (3) months of Final Completion.

5.4.2 The County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

5.4.3 After fifty percent (50%) of the Products have been delivered, the County may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the County. Any interest earned on retainage shall accrue solely to the benefit of County.

5.4.4 The payment retention set forth in this Section 5.4 does not apply to payment for online services or web visualization services. Monies for said products are earned upon activation of said products. Payment for said products is due within thirty (30) days of the County's receipt of a properly submitted invoice.

5.5 APPLICABLE TAXES:

- 5.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes for which Contractor is legally responsible. Unless evidence of sales tax exemption is provided, the County is responsible for and shall pay all applicable sales taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 5.5.2 **State and Local Transaction Privilege Taxes:** The County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 5.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6.0 AVAILABILITY OF FUNDS:

- 6.1 The provisions of this Contract relating to payment for Products shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds. The parties agree that the County's issuance of a Purchase Order constitutes the County's acknowledgment that the funds to pay for the Products set forth in a Purchase Order have been appropriated and are available for disbursement to Contractor.
- 6.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract as set forth in Sections 8.5, 8.6, 8.7 and 8.8 below.

7.0 DUTIES:

- 7.1 The Contractor shall perform all duties stated in Exhibit "A" with respect to Products as ordered by the County by issuance of a Purchase Order or as otherwise agreed to in writing by both parties.
- 7.2 During the Contract Term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

8.0 TERMS and CONDITIONS:

8.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid for by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs of attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes of Contractor, its agents, representatives, officers, directors, officials and employees, relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of indemnification does not extend to the negligence of County.

8.2 INSURANCE:

8.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++ or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

8.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

8.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

8.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

8.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be

applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

8.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

8.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

8.2.8 **Commercial General Liability.**

Commercial General Liability insurance ("CGL") and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

8.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

8.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

8.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which shall insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

8.2.12 Professional Liability.

Contractor shall maintain Professional Liability insurance which shall provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

8.2.13 Aviation:

CONTRACTOR shall maintain Aviation Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** aircraft (including owned, hired, non-owned), assigned to or used in the performance of this Contract.

8.2.14 Certificates of Insurance.

8.2.14.1 Contractor shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by this Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

8.2.14.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

8.2.14.3 If a policy does expire during the Contract Term, Contractor shall furnish a renewal certificate to County fifteen (15) days' prior to the expiration date.

8.2.15 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

8.3 WARRANTY OF SERVICES:

Contractor warrants that the Products shall be true and usable copies as of the date of capture. Upon notice to Contractor of any breach of that warranty, Contractor shall use commercially reasonable efforts to correct the problem to ensure that the image products and related data are usable for the general purposes intended. If Contractor is in breach, and has failed to cure that breach, this Contract may be terminated, all licensed products returned to Contractor and all monies paid to Contractor by the County with respect to the affected Products shall be returned. This provision shall not limit County's right to pursue any other legal remedies as a result of Contractor's breach hereunder.

The County shall notify Contractor within six (6) months from the date of capture if any Product provided is unusable or corrupted. If necessary, in the sole discretion of the

County, Contractor shall replace the unusable or corrupted Product with useable copies. This shall include replacing unacceptable images with new images if the images are determined to be unsalvageable.

8.4 INSPECTION OF SERVICES:

8.4.1 Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as this Contract requires, as set forth in Section 8.22 hereunder.

8.4.2 County has the right to inspect and test all Products called for by a Purchase Order for up to three (3) months after Final Completion ("Inspection Period") County shall perform inspections and tests in a manner that will not unduly delay the work. Unless otherwise notified in writing during the Inspection Period of specific defects in the Products, the Products shall be deemed automatically accepted by the County upon expiration of the Inspection Period.

8.4.3 If any of the Products do not conform to Contract requirements, County may require the Contractor to re-deliver the Products again in conformity with Contract requirements, at no cost to the County. When the defects in Products cannot be corrected by re-performance or re-delivery, County may:

8.4.3.1 Require the Contractor to take necessary action to ensure that future Products conform to Contract requirements; and

8.4.3.2 Reduce the Purchase Order price to reflect the reduced value of the Products delivered.

8.4.4 If the Contractor fails to promptly provide the Products again or to take the necessary action to ensure future Products in conformity with Contract requirements, County may:

6.4.4.1 By contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate this Contract for default.

8.5 REQUIREMENTS CONTRACT:

8.5.1 Contractor acknowledges that this Contract does not guarantee any minimum or maximum number of purchases will be made. . Purchase Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

8.5.2 County and Contractor agree that any Purchase Order issued by County to Contractor during the Contract Term will be performed under the terms of this Contract. . The County accepts and agrees to the Contractor License Terms with respect to the County's use of and access to the Products.

8.5.3 County reserves the right to cancel Purchase Orders with written notice to Contractor at least ten (10) days prior to the commencement of a flight, provided,

however the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Should any Purchase Order be terminated by the County with less than said 10 days' written notice, the County shall pay Contractor the full contracted for amount of the applicable flight.

- 8.5.4 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County ; provided however written notification of such cancellation must be received by Contractor at least ten (10) days prior the commencement of a flight.

8.6 Suspension of Work

The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of a Purchase Order for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Contract.

- 8.6.1 If the County suspends a flight with written notice to Contractor at least ten (10) days prior to the commencement of a flight, the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to suspension of work. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of the suspension, or for lost profits, shipment of product subsequent to the issuance of the suspension, etc.; provided however should any suspension, delay or interruption be ordered by the County with less than ten (10) days' written notice prior to the commencement of a flight, the County shall pay Contractor the full contracted amount of the applicable flight.

8.7 Stop Work Order

- 8.7.1 The County may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part, of the work called for by a Purchase Order for a period of 90 days after the Purchase Order is delivered to the Contractor, and for any further period to which the parties may agree. Such notice shall be specifically identified as a stop work order issued under this clause ("Stop Work Order"). Upon receipt of a Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to

the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop-Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the County shall either—

- a. Cancel the Stop-Work Order; or
- b. Terminate the Purchase Order covered by the Stop Work Order as provided in the Default, or the Termination for Convenience of the County, clause of this Contract.

8.7.2 The County may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the Purchase Order shall be modified, in writing, accordingly, if the Contractor demonstrates that the Stop Work Order resulted in an increase in costs to the Contractor.

8.7.3 If the County issues a Stop Work Order that affects a previously scheduled flight, the County shall compensate Contractor for any Products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Stop Work Order. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of a Stop Work Order, or for lost profits, shipment of product subsequent to issuance of the suspension, etc.; provided however should any Stop Work Order be given by the County to the Contractor with less than ten (10) days' written notice to the Contractor prior the commencement of a flight, the County shall pay Contractor the full contracted for amount of the applicable flight.

8.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE OF THIS CONTRACT:

The County may terminate this Contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor. A termination of this Contract would also include the termination of any outstanding Purchase Order(s).

Should the County terminate this Contract, the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to any outstanding Purchase Order(s). Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance the outstanding Purchase Order(s), etc. Should any Purchase Order be terminated by the County with less than said 10 days' written notice, the County shall pay Contractor the full contracted for amount of the applicable flight.

8.9 TERMINATION FOR DEFAULT:

8.9.1 The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

Deliver the Products or to perform the services within the time specified in a Purchase Order or any extension;

- a. Make progress, so as to endanger performance of this Contract or a Purchase Order; or
- b. Perform any of the other provisions of this Contract.

8.9.2 The County's right to terminate this Contract under these subparagraphs may be exercised if the Contractor does not cure such failure in a manner deemed accepted to the County within ten (10) days (or more if authorized in writing by the County) after receipt of the notice from the County specifying the failure.

8.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

8.11 CONTRACTOR LICENSE REQUIREMENT:

8.11.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of its/his/her business, and as necessary to complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the Procurement Officer of any and all changes concerning permits, insurance or licenses.

8.11.2 If Contractor furnishes finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, Contractor shall possess any licenses required. Contractor will not be relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Contractor shall notify the Procurement Officer which license(s), if any, the Arizona Registrar of Contractors, Chief of Licensing requires for performance of the Contract.

8.12 SUBCONTRACTING:

8.12.1 Except for the subcontractors identified in Exhibit A, the Contractor may not assign to another contractor or subcontract to another party for performance of the

terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

8.12.2 A subcontractor's rate for the job shall not exceed that of the Contractor's rate, as set forth in Exhibit A, unless the Contractor is willing to absorb any higher rates or the County has approved the increase. A subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to the County as set forth in Exhibit A. A copy of a subcontractor's invoice must accompany the Contractor's invoice.

8.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for the County.

8.14 ADDITIONS/DELETIONS OF SERVICE:

8.14.1 The County reserves the right to add and/or delete products, materials and services to the Contract. If additional products, materials or services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

8.14.2 The County reserves the right of final approval on proposed staff for all Purchase Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

8.15 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

8.16 COUNTY'S USE OF AND ACCESS TO PRODUCTS; RIGHTS IN DATA:

8.16.1 The County accepts and agrees to the Contractor License Terms (attached hereto as Exhibit B) with respect to the County's, its Authorized Users' and Authorized Subdivisions' (as those terms are defined in the Contractor License Terms) use of and access to the Products. Notwithstanding any other provision set forth in this Contract or Exhibit B or attachment hereto, the County shall own the copies of the orthogonal imagery and LiDAR products delivered to the County pursuant to the contract (the "Transferred Deliverables"). As such, the County is free to use, reproduce and redistribute copies of the Transferred Deliverables in any manner without any accounting to Contractor. Contractor shall own those copies of the Transferred Deliverables that remain in Contractor's possession. As such, Contractor is free to use, reproduce and redistribute copies of the Transferred Deliverables in any manner without any accounting to the County.

8.16.2 All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information and other information used to create the Transferred Deliverables remain the sole and exclusive property of the Contractor.

8.16.3 All other Products not specifically mentioned in this section 8.16 that are provided pursuant to this Contract and a Purchase Order remain the exclusive property of Contractor.

8.16.4 In the event of any conflict between this section and Section 8.31 or the terms of any other Exhibit or attachment hereto, the terms of Section 8.16 shall prevail.

8.17 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this Contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

8.18 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

8.18.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

have not within a 3-year period preceding this Contract had one or more public transaction(s) (Federal, State or local) terminated for cause of default.

8.18.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

8.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

8.19.1 By entering into this Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of this Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

8.19.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County shall consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

8.20 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

8.20.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

8.20.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of the County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

8.21 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

8.21.1 The parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

8.21.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

8.21.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

8.22 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

8.22.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

8.22.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

8.22.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

8.23 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

8.24 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

8.25 **PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

8.26 **PRICES:**

Except for the products and services provided by subcontractors to Contractor, Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services for areas similar in geography, topography, population size and density, and climate as the County.

8.27 **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

8.28 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

8.29 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract shall be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

8.30 ORDER OF PRECEDENCE:

In the event of a conflict among any of the contract components comprising this Contract, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): the provision of this Contract; Exhibit B; Exhibit A; and Exhibit C.

8.31 SCHEDULE OF CONSORTIUM PARTNERS AND LIMITATIONS ON RESALE

8.31.1 There shall be a 270 day limitation on resale/distribution of Products by Contractor to any of the identified Consortium Partners in this section effective beginning from earlier of the date of full (100%) payment of Products by the County or expiration of the Inspection Period. In the event the County exercises a flight renewal, the 270 day limitation on resale/distribution shall apply to each specific project thereafter. The County shall document the contribution amounts for any semi-governmental entity (as identified below), provide such documentation to Contractor and require each semi-governmental entity to purchase a separate Connect account directly from Contractor.

8.31.2 For purposes of this Section 8.31, the term Consortium Partners shall mean any of the following:

Arizona State Land Department
Apache Junction
Avondale
Chandler
El Mirage
Fountain Hills
Gilbert
Gila Bend AFB
Glendale
Luke AFB
MAG
Mesa
Peoria
Phoenix
Queen Creek
Scottsdale

SRP (semi-governmental entity)
SRPMIC
Surprise
APS (semi-governmental entity)
Tempe
Phoenix-Mesa Gateway Airport
AK-Chin Indian Community
USGS

8.31.3 Consortium Members shall be deemed Authorized Subdivisions as that term is defined in the Contractor License Terms.

8.32 DELIVERY

Delivery of imagery Products pursuant to the first Purchase Order issued by the County under this Contract shall be as follows:

- Imagery shall be made available to the County via Connect Early Access (*see* Exhibit A for detailed product description) by January 1, 2016 and will remain available to the County until said imagery is made available through Connect Image Service (*see* Exhibit A for detailed product description), as set forth below;
- The initial delivery of orthomosaics shall be made to the County by February 25, 2016 via Connect Image Service (*see* Exhibit A for detailed product description) and hard drive; and
- Final delivery of all Products shall be made by May 26, 2016.

8.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

8.33.1 Exhibit A, Pricing, Product Descriptions and Product Parameters

8.33.2 Exhibit B, Contractor License Terms

8.33.3 Exhibit C, Office of Procurement Services Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Pictometry International Corp.
Attn: General Counsel
25 Methodist Hill Drive
Rochester, New York 14623

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Linda K. Salpini, Senior Vice President, Finance
PRINTED NAME AND TITLE

25 Methodist Hill Drive, Rochester, NY 14623
ADDRESS

October 12, 2015
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

OCT 23 2015

DATE

ATTESTED:



CLERK OF THE BOARD 10/21/15

OCT 23 2015

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

October 20, 2015

DATE

EXHIBIT A

PRODUCTS, PRODUCT DESCRIPTIONS, PRICING AND PRODUCT PARAMETERS & SPECIFICATIONS

For the purposes of this Exhibit A, the term “Pictometry” shall have the same meaning as Contractor and the term “Customer” shall have the same meaning as the County.

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	PRICE
1	3D Model - Platinum - 3, 4 or 6 inch GSD imagery (sq km)	Platinum Level 3D Model built from 3, 4 or 6 inch GSD Pictometry Imagery. Model can be provided in up to 3 formats) Additional formats can be delivered for a fee. Minimum square kilometers required.	\$5,995-\$4,995 per km2 ⁱ
1	3D Orthodrape - 3, 4 or 6 inch GSD imagery (sq km)	3D Orthodrape built from 3, 4 or 6 inch GSD Pictometry Imagery.	\$500.00
1	ChangeFinder - Building Outlines with Customer's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. CDO tiles will be used by default if purchased with the associated Data Source indicated in 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 Customer at the time the project is initiated. The Customer 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.	See tiered pricing below ⁱⁱ
1	ChangeFinder - Change Detection with Customer'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 most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. CDO tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated 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 Customer at the time the project is initiated. The Customer 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.	See tiered pricing below ⁱⁱ
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total	\$5,000.00 ⁱⁱⁱ

		<p>number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p>	
1	Critical 360 Solution - Initial Building of Project	<p>Critical 360 Solution - Initial Building of Project provides with respect to the first building of a project (up to maximum of 250,000 sq. ft. of floor area of that building) the following deliverables: 1) floor plan (geo-referenced vector format DWG files and corresponding SketchUp (SKP) and PDF files); 2) geo-referenced indoor image capture, 360 degree panoramic file from such capture (GeoTIFF files) and LiDAR scan of building interior (LAS files); 3) linking from floor plan to ancillary Customer-provided data or data feeds (e.g., MSDS sheets (pdf documents); live video feed URL's hyperlinked to floor plan) to the extent (a) specified by Customer in writing as part of the order, and (b) made available by Customer at or prior to the time of processing the floor plan; 4) integrated oblique/360 image viewing software for use by Customer and local governments and government agencies and districts having responsibilities with respect to the subject building; 5) portable digital media containing all deliverables for project; and 6) project administration, including setup, coordination of data capture, equipment transportation to initial building, equipment operators (including their travel) and web-based training for Customer staff and other authorized users. This product does not include hosting or subscription fees for Pictometry CONNECT or other online hosting services for the deliverables which, if required, must be separately purchased.</p> <p>Timely completion of the project at stated per building price requires the following assistance from Customer representatives:</p> <ul style="list-style-type: none"> - Providing contact information for on-site building project coordinator having knowledge of and access to all areas of each building in project; - Organizing a pre-capture meeting with Customer and all building stakeholders prior to data collection efforts; - Providing copies of existing floor plans for each building for planning purposes, if available; 	\$22,000.00

		<ul style="list-style-type: none"> - Providing letter of authorization to facilitate on-site data collection; - Assistance with day to day collection coordination; and - Review of incremental project deliverables. 	
1	Critical 360 Solution - Single Building Additional Coverage	Critical 360 Solution - Single Building Additional Coverage provides with respect to any one building for which this service has been ordered coverage of up to 250,000 sq. ft. of additional incremental floor area and provision of the same deliverables as ordered with respect to the initial area of the building. Units of Single Building Additional Coverage must be purchased as necessary to provide total coverage for each building.	\$3,000.00
1	Critical 360 Solution - Subsequent Building	<p>Critical 360 Solution - Subsequent Building provides with respect to any subsequent building (up to maximum of 250,000 sq. ft. of floor area of that subsequent building) of a project located within the same county or district as the initial building the following deliverables: 1) floor plan (geo-referenced vector format DWG files and corresponding SketchUp (SKP) and PDF files); 2) geo-referenced indoor image capture, 360 degree panoramic file from such capture (GeoTIFF files) and LiDAR scan of building interior (LAS files); 3) linking from floor plan to ancillary Customer-provided data or data feeds (e.g., MSDS sheets (pdf documents); live video feed URL's hyperlinked to floor plan) to the extent (a) specified by Customer in writing as part of the order, and (b) made available by Customer at or prior to the time of processing the floor plan; 4) integrated oblique/360 image viewing software for use by Customer and local governments and government agencies and districts having responsibilities with respect to the subject building; 5) portable digital media containing all deliverables for project; and 6) project administration, including setup, coordination of data capture, equipment transportation to initial building, equipment operators (including their travel) and web-based training for Customer staff and other authorized users. This product does not include hosting or subscription fees for Pictometry CONNECT or other online hosting services for the deliverables which, if required, must be separately purchased.</p> <p>Timely completion of the project at stated per building price requires the following assistance from Customer representatives:</p> <ul style="list-style-type: none"> - Providing contact information for on-site building project coordinator having knowledge of and access to all areas of each building in project; - Organizing a pre-capture meeting with Customer and all building stakeholders prior to data collection efforts; 	\$19,000.00

		<ul style="list-style-type: none"> - Providing copies of existing floor plans for each building for planning purposes, if available; - Providing letter of authorization to facilitate on-site data collection; - Assistance with day to day collection coordination; and - Review of incremental project deliverables. 	
1	Critical 360 Solution - 3D Model	Critical 360 Solution - 3D Model provides 3D Model of one project building exterior and immediate vicinity (1 sq. km) for terrain visualization, evacuation planning and tactical planning.	\$3,000.00
1	Critical 360 Solution - Onsite Training Sessions	Critical 360 Solution - Onsite Training provides one day of onsite end-user training for authorized users of the Critical 360 Solution.	\$2,400.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00
1	Existing Imagery	Refer to Product Parameters for details on existing imagery to be provided. Access to Existing Imagery via Connect only. Customer shall have access to Existing Imagery so long as they maintain an active Connect account.	\$0.00
1	Feature Mapping & Attribution	Feature Mapping & Attribution Services: Pictometry will provide Customer-specific feature mapping and attribution in accordance with the scope of work determined at the time of project initiation and set forth in a Purchase Order.	Custom pricing dependent upon scope of work.
1	FutureView Conference Only Registration	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date.	\$599.00 ^{iv}
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.	\$2,500.00
1	IMAGERY - Color Digital Orthophotography - 3 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 1 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Contract (the "CDO Deliverables"), notwithstanding anything in this Contract to the contrary. Pictometry shall retain copies of the CDO	\$195.00 ^v

		Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	
1	IMAGERY - Color Digital Orthophotography - 4 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 4 inch GSD ("CDO") consists of 4-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 1 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Contract (the "CDO Deliverables"), notwithstanding anything in this Contract to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$135.00 ^v
1	IMAGERY - Color Digital Orthophotography - 6 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 1 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$90.00 ^v
1	IMAGERY - Color Digital Orthophotography - 9 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 9 inch GSD ("CDO") consists of 9-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 2 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$50.00 ^v
1	IMAGERY - Color Digital Orthophotography Four Band - 3 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography Four Band - 3 inch GSD ("CDO4") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 3 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$206.25 ^v
1	IMAGERY - Color Digital Orthophotography Four	Product includes: Color Digital Orthophotography Four Band - 4 inch GSD ("CDO4") consists of 4-inch GSD ortho mosaics	\$146.25 ^v

	Band - 4 inch GSD - Industry-Standard Delivery Format - per square mile	delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 3 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	
1	IMAGERY - Color Digital Orthophotography Four Band - 6 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography Four Band - 6 inch GSD ("CDO4") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 3 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$98.00 ^v
1	IMAGERY - Color Digital Orthophotography Four Band - 9 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography Four Band - 9 inch GSD ("CDO4") consists of 9-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 4 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies.	\$57.50 ^v
1	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. Requires minimum purchase of 500 contiguous square miles.	\$300.00 ^{vi}
1	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Requires minimum purchase of 500 contiguous square miles.	\$280.00 ^{vi}
1	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel,	\$225.00 ^v

		Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Requires minimum purchase of 500 contiguous square miles.	
1	Integrated Pictometry Application	Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW / View Account depending on use type.	\$0.00
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account.	\$1,990.00
1	LiDAR Based Mapping - Misc (sq mi)	Additional LiDAR Based Mapping. Pictometry will provide Customer-specific LiDAR Based Mapping in accordance with the scope of work determined at the time of project initiation and set forth in a Purchase Order.	Custom pricing dependent upon scope of work.
1	LIDAR DEM - Pictometry (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format. Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$35.00 ^v
1	LiDAR Quality Control Assessment USGS (sq mi)	Available with qualifying LiDAR purchase. Quality Control Assessment compliant with USGS LiDAR Base Specification Version 1.2, November 2014. Does not include survey to support accuracy assessment and does not convey qualification for USGS 3DEP funding. Requires minimum purchase of 500 contiguous square miles.	\$25.00 ^{vii}
1	Survey - Ground Control Points - non-specific	Survey of Ground Control Points (GCPs) performed by appropriately licensed surveyor.	\$45,000.00
1	LiDAR-Custom Classification	Product includes: Additional classification of LiDAR ("LiDAR Deliverables"). See Appendix 6 for specifications and selected delivery format. Customer shall own the copy of LiDAR Deliverables delivered to Customer pursuant to this Agreement, notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the LiDAR Deliverables and shall own those copies. Requires minimum purchase of 500 contiguous square miles.	\$25.00 ^v
1	LIDAR-DEM and 1ft Contours (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 1-foot interval in ESRI Polyline Feature Class format. Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$55.00 ^v
1	LIDAR-DEM and 2ft Contours (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 2-foot interval in ESRI Polyline Feature Class format. Refer to	\$50.00 ^v

		Appendix 5. Requires minimum purchase of 500 contiguous square miles.	
1	LiDAR-LICENSED-0.5m postings (sq mi) Custom Area	LiDAR data delivered in tiled LAS format, nominal raw post spacing of 0.5m, vertical accuracy sufficient to support optional generation of 1-ft contours (available separately). Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$250.00 ^v
1	LIDAR-LICENSED-0.7m postings (sq mi) Custom Area	LiDAR data delivered in tiled LAS format, nominal raw post spacing of 0.7m, vertical accuracy sufficient to support optional generation of 1-ft contours (available separately). Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$175.00 ^v
1	LIDAR-LICENSED-1.0m postings (sq mi) Custom Area	LiDAR data delivered in tiled LAS format, nominal raw post spacing of 1.0m, vertical accuracy sufficient to support optional generation of 2-ft contours (available separately). Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$110.00 ^v
1	LiDAR-PURCHASED-USGS QL1 (sq mi) Custom Area	Product includes: LiDAR data ("LiDAR Deliverables") delivered in tiled LAS format, aggregate nominal post spacing (ANPS) of 0.35m or less (equivalent to density of 8 ppm or more), vertical accuracy 10cm RMSEz; deliverables and specifications in accordance with USGS LiDAR Base Specification Version 1.2, November 2014 (the "Base Specification"). Refer to Base Specification for further details. Check point and production ground surveys are not included with the LiDAR Deliverables and must be provided by the Customer or purchased separately. Customer shall own the copy of LiDAR Deliverables delivered to Customer pursuant to this Agreement, notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the LiDAR Deliverables and shall own those copies. Requires minimum purchase of 500 contiguous square miles.	\$450.00 ^v
1	Media Drive Capacity 1.862T- Drive Model 2.0T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra. Applicable to County delivery.	\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable to Consortium Partner deliveries and includes a copy of the applicable imagery.	\$750.00
1	Mosaic - Area Wide in Esri ArcGIS Raster Catalog	Orthogonal imagery delivered as ESRI Raster Catalog. To the extent Customer provides Pictometry with any non-Pictometry imagery, Customer represents and warrants that it has the necessary rights, power and authority to do so and authorizes Pictometry to use such non-Pictometry imagery.	\$10,000.00

1	Oblique Imagery Bundle with One (1) Year 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, five (5) 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 one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00
1	Pictometry Connect - CA - 1000	Pictometry Connect - CA - 1000 (Custom Access) provides up to 1000 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: 1 Year(s)	\$15,000.00 ^{viii}
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access imagery captured as part of a specific Project immediately following preliminary processing and quality control checks and prior to final processing of the imagery from the Project. Imagery will be posted to Pictometry Connect - Early Access incrementally as captured and processed, typically within two weeks following capture, and will remain available until final, fully processed imagery for the entire Project is made available through other access means. This offering requires purchase of imagery Project and an active Pictometry Connect Account.	\$0.00
1	Pictometry Connect - Third Party Sourced Orthomosaic	Processing of an existing single continuous third party orthomosaic for ingestion into Customer's Connect account as a discrete image library. This offering requires an existing third party orthomosaic, evidence satisfactory to Pictometry of copyright clearance for this use of the third party orthomosaic and an active Pictometry Connect account. Maximum library size may apply.	\$1,500.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. License Term: 1 Year(s)	\$500.00 ^{ix}

1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.	\$0.00
1	Pictometry Gateway - CA	Pictometry Gateway - CA (Custom Access) provides web access to Pictometry-hosted custom imagery libraries via API for machine-to-machine access. Pictometry Gateway - CA retrieves for any location either the most recent imagery available for that location or, at the user's option, an alternative date or GSD for that location. This product requires an active Pictometry Connect - CA account. A Pictometry Connect View - CA account is required for public access to the imagery. The custom imagery libraries available for access conforms to Customer's Pictometry Connect - CA account geofence.	\$2,000.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. See detailed description of the Disaster Response Program below. Available with purchase of imagery.	\$0.00 ^x

ⁱ Discounts can be applied based upon volume and continuity of the area to be modeled.

ⁱⁱ Pricing based upon the following tiers:

Building Footprints & Change Detection Pricing

Parcels	Footprints	Change Detection	BOTH
1-25,000	\$0.35	\$0.40	\$0.75
25,001-50,000	\$0.35	\$0.37	\$0.72
50,001-75,000	\$0.32	\$0.35	\$0.67
75,001-100,000	\$0.30	\$0.32	\$0.62
100,001-200,000	\$0.27	\$0.30	\$0.57
200,001-300,000	\$0.25	\$0.25	\$0.50
300,001-400,000	\$0.24	\$0.24	\$0.48
400,001-1,000,000	\$0.23	\$0.23	\$0.46

more than 1,000,000	\$0.22	\$0.22	\$0.44
<p>iii Connect Image Service fee waived with annual imagery purchase.</p> <p>iv Fee waived for two registrations for one-time FutureView attendance.</p> <p>v Requires minimum purchase as set forth in the product description. Pricing for areas below the minimum will vary depending upon the scope of work.</p> <p>vi Requires minimum purchase of 500 contiguous square miles. Pricing contingent upon simultaneous purchase of correspondencing CDO or CDO4 of the same area. Pricing for areas less than 500 contiguous square miles or without the correspondencing CDO or CDO4 purchase will vary depending upon the scope of work.</p> <p>vii Requires minimum purchase of 500 contiguous square miles. Pricing contingent upon simultaneous purchase of correspondencing DEM of the same area. Pricing for areas less than 500 contiguous square miles or without the correspondencing DEM purchase will vary depending upon the scope of work.</p> <p>viii Prices will vary for an increase in the number of concurrent users of Connect.</p> <p>ix Fee waived for first year.</p> <p>x RapidAccess—Disaster Response Program (DRP)</p>			

The County shall be eligible for Contractor’s Disaster Response Program (DRP) described below from the effective date through the second anniversary of the initial project delivery. Following payment to Contractor of amounts due with respect to each subsequent project, the County would be eligible for the then-current DRP for a period of two years from delivery of such subsequent project. The County must be in good-standing with Contractor to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Contractor will, upon request of the County and at no additional charge, provide standard quality imagery of up to 200 contiguous square miles of affected areas (as determined by Contractor) upon the occurrence of any of the following events during any period the County is eligible for the DRP:

- Hurricane: areas affected by hurricanes of Category II and higher
- Tornado: areas affected by tornados rated EF4 and higher
- Terrorist: areas affected by damage from terrorist attack
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles shall be, subject to Contractor resource availability, offered to the County 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 shall be, subject to Contractor resource availability, offered to the County at the then current DRP rates. Weather and available aircraft permitting, disaster imagery of up to 200 contiguous square miles of areas of the County affected by floods shall be captured at a reduced cost during the Contract Term.

PRODUCT PARAMETERS

IMAGERY

Product:	Existing Imagery
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	2006 Data Set

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
<i>Elevation Source:</i>	USGS

Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

CONNECT

Product: **Pictometry Connect - CA - 1000**
Admin User: David Moss
Admin User Email: mossd004@mail.maricopa.gov
Requested Activation: Upon Authorization
Special Instructions:

Product: **Pictometry Connect View - CA**
Admin User: David Moss
Admin User Email: mossd004@mail.maricopa.gov
Requested Activation: Upon Authorization
Special Instructions:

Geofence: AZ Maricopa

CONNECT-SERVER INTEGRATION

Product: **Pictometry Gateway - CA**
Server Integration: Gateway (Internal Only)
Special Instructions:

Product: **Integrated Pictometry Application**
Server Integration: IPA (Both Visualization & Analytics)
Special Instructions:

Technical Contact: David Moss
Company Name: Maricopa County, AZ
Phone Number: (602) 506-5143
Email Address: mossd004@mail.maricopa.gov