



WASHOE COUNTY

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Finance AK
DA AK
Risk Mgt. JB
HR _____
Other _____

STAFF REPORT

BOARD MEETING DATE: January 22, 2013

DATE: December 27, 2012
TO: Board of County Commissioners
FROM: Theresa Wilkins, Chief Deputy Assessor, 328-2205
twilkins@washoecounty.us
THROUGH: Joshua G Wilson, Washoe County Assessor
SUBJECT: **Approve amendment to Pictometry Agreement dated 7/29/2011 between Pictometry International Corp. and Washoe County for digital ortho-photography [aerial parcel mapping] software and services to upgrade to a 3" resolution and extend the agreement an additional two years to provide a fourth year image capture in the amount of \$241,636.00 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute the amendment.(All Commission Districts)**

SUMMARY

Approve amendment to Pictometry Agreement dated 7/29/2011 between Pictometry International Corp. and Washoe County for digital ortho-photography [aerial parcel mapping] software and services to upgrade to a 3" resolution and extend the agreement an additional two years to provide a fourth year image capture in the amount of \$241,636.00 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute the amendment.

Department Strategic Objective supported by this item: Increase efficiency and accuracy of property assessments.

PREVIOUS ACTION

In October 1997, the Board contracted with a vendor to acquire digital ortho-photography as a tool to be used in improving the accuracy of the County's parcel base. Recognizing the many uses as well as efficiencies gained by maintaining on-going updates, funding to

AGENDA ITEM # 10

acquire those updates has been shared by various agencies including Washoe County, the Cities of Reno and Sparks as well as NV Energy and the Basemap Committee during the ensuing years.

With diminishing funding sources the Assessor sought and gained Board approval in July, 2011 to contract with Pictometry to provide digital ortho-photography imagery through three flights over a six year period. This original agreement was for a total amount of \$551,955 and funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature.

BACKGROUND

The Washoe County Assessor is required by Nevada Revised Statute to annually discover, list, and value all taxable property within the County. The Assessor also administers various property tax exemptions, including personal exemptions for veterans and surviving spouses. There are approximately 171,500 real property parcels, 33,000 personal property accounts and 15,000 personal exemptions.

In accordance with the original Pictometry agreement, the first flight and delivery of images occurred in 2011 and payments have been made to Pictometry for year one and year two. Assessor staff was able to utilize Pictometry's unique angle (oblique) image technology to assist in data collection and verification for the 2013 annual reappraisal.

The next flight is scheduled for spring 2013 and the Assessor proposes amending the existing agreement to provide for enhanced 3" image resolution and by adding an additional flight in 2017. The proposed amendment would result in the following changes to the cost and payment schedule:

Original Agreement		Amendment		
Year	Payment Amount	Year	Payment Amount	Difference
1	\$89,435.00	1	\$89,435.00	0
2	\$82,440.00	2	\$82,440.00	0
3	\$98,440.00	3	\$95,184.50	-\$3,255.50
4	\$87,020.00	4	\$95,184.50	\$8,164.50
5	\$103,020.00	5	\$102,856.00	-\$164.00
6	<u>\$91,600.00</u>	6	\$102,856.00	\$11,256.00
		7	\$112,817.50	\$112,817.50
		8	<u>\$112,817.50</u>	<u>\$112,817.50</u>
	\$551,955.00		\$793,591.00	\$241,636.00
			<u>\$171,875.00</u>	
			\$621,716.00	
			Less Year 1 & 2 payment	

Web access of the imagery remains available for use by other departments including Technology Services, law enforcement and emergency management.

Pictometry International Corporation is a leading provider of geo-referenced aerial, oblique image libraries and related software. With customers throughout the U.S. and

licensing partners around the globe, Pictometry uses a proprietary image capture process to produce images. Unlike traditional geospatial information systems that rely on only an orthogonal or top-down view of an area, Pictometry captures images obliquely and creates a more natural three-dimensional view so that users can see land features and structures clearly and in their entirety.

FISCAL IMPACT

No County General Funds will be used for the purchase and implementation. This project will be funded by the Washoe County Assessor's Office Technology Fund as authorized by the Nevada State Legislature. The cost center for the Assessor's Technology Fund is IN20280.

RECOMMENDATION

Approve amendment to Pictometry Agreement dated 7/29/2011 between Pictometry International Corp. and Washoe County for digital ortho-photography [aerial parcel mapping] software and services to upgrade to a 3" resolution and extend the agreement an additional two years to provide a fourth year image capture in the amount of \$241,636.00 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute the amendment.

POSSIBLE MOTION

Move to approve amendment to Pictometry Agreement dated 7/29/2011 between Pictometry International Corp. and Washoe County for digital ortho-photography [aerial parcel mapping] software and services to upgrade to a 3" resolution and extend the agreement an additional two years to provide a fourth year image capture in the amount of \$241,636.00 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute the amendment.

**AMENDMENT TO AGREEMENT DATED 7/29/2011 BETWEEN
 PICTOMETRY INTERNATIONAL CORP.
 AND
 WASHOE COUNTY, NV**

THIS AMENDMENT ("Amendment"), which includes this cover sheet and the Sections referenced herein is entered into by and between Pictometry International Corp. ("Pictometry") and the customer named above ("Licensee"), and shall supplement and modify the terms of the Agreement dated 7/29/2011, in addition to any and all related addenda, or amendments (collectively, the "Agreement"). To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

DESCRIPTION OF PRODUCTS (the "Products"):

Section A: Licensed Products

Section B: Product Terms, Conditions, and Specifications, as applicable

MODIFICATION TO AGREEMENT:

This Amendment shall modify the terms and conditions of the Agreement as follows:

1. The initial term of the Agreement shall be extended for an additional two year period and a fourth image capture shall be added. The licensed products, payment terms, and product terms and conditions for the fourth image capture are set forth in the attached Section A and Section B.
2. The licensed products, payment terms, and product terms and conditions set forth in Schedule A, Schedule B, and Schedule C of the Agreement, pertaining to the second and third image captures, shall be deleted in their entirety and replaced with the Section A and Section B attached to this Amendment. The sector map and all other terms and conditions set forth in the Agreement shall remain the same.
3. Subject to aircraft availability, Pictometry will image up to 200 sq mi of affected areas of Federally Declared Disasters caused by Fire. Affected areas are determined by Pictometry and Pictometry will work with licensee with regard to its needs.

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

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

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1001 E. Ninth St.	100 Town Centre Drive, Suite A
Reno, NV 89520	Rochester, NY 14623
Attn: Josh Wilson, Assessor	Attn: Director, Contract Administration
Phone: (775) 328-2203 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Any modifications of this Amendment must be in writing and duly executed by an authorized representative of each Party hereto. Any purchase order or similar document that Licensee may issue in connection with this Amendment will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto and shall not become effective until execution by both Parties.

PARTIES:

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

ORIGINAL CONTRACT (HARD COPY) MUST BE RECEIVED BY PICTOMETRY WITHIN 10 DAYS FROM DATE OF SIGNING.

SECTION A

LICENSED PRODUCTS

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

ORDER #
C124897

BILL TO
Washoe County, NV
Josh Wilson
1001 E. Ninth St.
Reno, NV 89520
(775) 328-2203
jwilson@washoecounty.us

SHIP TO
Washoe County, NV
Gary Beekman
1001 E. Ninth St. 5th fl
Reno, NV 89520
(775) 328-3619
gbeekman@washoecounty.us

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A115831	bgarcia	8 years	4

US GSA CONTRACT #	35F-080IN
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SECOND CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
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
458	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 LTI	\$185,490.00
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.	\$299.00		\$299.00
458	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 license agreement for additional details.	\$2.00	\$0.00 Early Adopter Credit	\$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
458	Tiles - Standard (1m GSD; uncompressed TIFF format) Per Sector	Available with corresponding imagery purchase. 1-meter GSD Mosaic Tiles in Uncompressed TIFF Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$2.50	\$0.00 Early Adopter Credit	\$0.00
458	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 license agreement for additional details.	\$20.00	\$0.00 Early Adopter Credit	\$0.00
458	Tiles - Standard (4in GSD; uncompressed TIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in Uncompressed TIFF Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$20.00	\$10.00 Early Adopter Credit	\$4,580.00
SUBTOTAL - SECOND CAPTURE					\$190,369.00

THIRD CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT

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
458	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	\$427.50 LTI	\$195,795.00
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.	\$299.00		\$299.00
458	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 license agreement for additional details.	\$2.00	\$1.00 Early Adopter Credit	\$458.00
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
458	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 license agreement for additional details.	\$20.00	\$10.00 Early Adopter Credit	\$4,580.00
458	Tiles - Standard (4in GSD; uncompressed TIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in Uncompressed TIFF Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$20.00	\$10.00 Early Adopter Credit	\$4,580.00
SUBTOTAL - THIRD CAPTURE					\$205,712.00

FOURTH CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
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
458	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		\$206,100.00
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.	\$299.00		\$299.00
458	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 license agreement for additional details.	\$2.00		\$916.00
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
458	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 license agreement for additional details.	\$20.00		\$9,160.00
458	Tiles - Standard (4in GSD; uncompressed TIFF format)	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in Uncompressed TIFF	\$20.00		\$9,160.00

	Per Sector	Format. Tiles are provided "as is." Refer to license agreement for additional details.			
SUBTOTAL – FOURTH CAPTURE					\$225,635.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$621,716.00
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PAYMENT TERMS

SECOND CAPTURE

Due at Shipment of Imagery	\$95,184.50
Due at First Anniversary of Shipment of Imagery	\$95,184.50

Total Payments	\$190,369.00
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THIRD CAPTURE

Due at Shipment of Imagery	\$102,856.00
Due at First Anniversary of Shipment of Imagery	\$102,856.00

Total Payments	\$205,712.00
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FOURTH CAPTURE

Due at Shipment of Imagery	\$112,817.50
Due at First Anniversary of Shipment of Imagery	\$112,817.50

Total Payments	\$225,635.00
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SECTION B

PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

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

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

PRODUCT PARAMETERS

IMAGERY – SECOND CAPTURE

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

IMAGERY – THIRD CAPTURE

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

IMAGERY – FOURTH CAPTURE

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

STANDARD TERMS AND CONDITIONS

LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

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

EFS Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2G or more recommended for Vista and Windows 7). Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution. 100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

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

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

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

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

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

Digital Imagery Specifications:

Dimensions and Resolution

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

Sector Tiles

One-Meter Sector Tiles

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

12 inch Sector Tiles

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

6 Inch Quarter Sector Tiles

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

4 Inch Quarter Sector Tiles

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

General Specifications:

Orthogonal Images

Image Format	Industry-standard image format with proprietary image trailer.
Image Quality	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
Measurement Accuracy	<0.5% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to

achieve a high degree of positional and directional accuracy.

Sensor Positional Accuracy mean 15cm absolute

Sensor Directional Accuracy 0.015 degrees absolute (roll/pitch). 0.035 degrees absolute (heading)

Ortho-Rectification The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.

Image Export JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.

Image Tiling Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

Oblique Images

Image Format Industry-standard image format with proprietary image trailer.

Image Quality Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.

Measurement Accuracy <0.75% measurement error, excluding user pixel selection error

Pixel Placement Accuracy Pictometry provides a visualization system and therefore does not certify image accuracy.

Sensor Orientation Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.

Sensor Positional Accuracy mean 15cm absolute

Sensor Directional Accuracy 0.015 degrees absolute (roll/pitch)
0.035 degrees absolute (heading)

Image Export JFIF (JPEG), TIFF, BMP
Pictometry software can be utilized to export the images into any of the above industry-standard formats.

Notes

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

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

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

EAP

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

- A. **Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.
- B. **Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:
 - **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
 - **Tornado:** imagery of areas impacted by Tornados with ratings of EF4 and above. Coverage for tornados below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.

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- **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.

C. **Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** – Pictometry’s Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry Standard Ortho Mosaic Products:

Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry’s process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces, disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise.

Custom Ortho-Mosaics:

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

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



Government Web Services Order Form (POL)

Select Order Type Below	Length of Service	Select Applicable Program	Date	Account Rep
NEW	1 Year(s)	6 YEAR LTI	5/25/11	MQUICK (CRM)

BILL TO	
CUSTOMER	Washoe County, NV
CONTACT NAME	Gary Beekman JOSH WILSON
ADDRESS	1009 E. 9th St., Suite A-275 Bldg D.
CITY, STATE ZIP	Reno, NV 89512
PHONE	775-328-8640-2200
EMAIL ADDRESS	GBEEKMAN@washoecounty.us jwilson@washoecounty.us

SHIP TO	Check box with an "X" if same as "Bill To"	<input checked="" type="checkbox"/>
CUSTOMER	Washoe County, NV	
CONTACT NAME	Gary Beekman JOSH WILSON	
ADDRESS	1009 E. 9th St. Suite A-275 Bldg D	
CITY, STATE ZIP	Reno, NV 89512	
PHONE	775-328-3640-2200	
EMAIL ADDRESS	GBEEKMAN@washoecounty.us jwilson@washoecounty.us	

UNITS	ITEM CODE	DESCRIPTION	PRICE PER MONTH	AMOUNT
200	POL SINGLE USE	Government Web Services for Pictometry OnLine (POL) - Single Use Seats	970.00	11,640.00
		6 YEAR LTI GRANT		(11,640.00)
Select Optional Customer GIS Layer Information Below				

Sales Tax 0.0000%	
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For each seat listed above, 1 users will have access to the Web Services.
Total Users = 200

Total	\$0.00
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If Administrator information is same as "Ship To" check box with an "x" *Administrator shall assign log-ins and passwords for all Customer Accounts

Administrator Name	Administrator Email Address	Administrator Phone
Gary Beekman	GBEEKMAN@washoecounty.us	775-328-3619

SPECIAL INSTRUCTIONS
Describe Imagery to be used: (note-each library will consist of the county indicated and a small buffer area outside of the county)
County: Washoe County, NV SP2011 & 2007
Existing Imagery? YES
Year (s) 2007
Additional Requirements/Libraries
Start Point Lat/Long: TBD
Direction Facing: North

Acceptance of Quote/Order
Signature/Date (electronic signature is not accepted)
Printed Name
Requested Activation: Upon signature of contract

PAYMENT METHOD
Payment Option (check one and/or enter information)
Purchase Order #: _____
PO or CC Amount: _____
Check Attached: _____
Payment (annually): _____
Credit Card Payment. email accountsreceivable@pictometry.com

Pictometry Use Only		
Activation Date	Expiration Date	Soffront Opp ID #
		11317

Thank you for choosing Pictometry as your Web Services provider. Order subject to the terms and conditions listed on page 2 of this form and existing License Agreement with Pictometry. By signing this Order Form (and agreeing to "click through" Service Level Agreement on initial login, the Customer agrees to the terms of use for this product.

Pictometry Web Services - License and Service Level Agreement

Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for any service interruptions.

I. Web Hosting Services and Contract Terms. The following Web Hosting features are available to you from Pictometry International Corp ("Pictometry")

o Pictometry Online™ ("POL") is an advanced, web enabled oblique browser with viewing, measuring and planning capabilities

Contract Terms

1. Pictometry Web Services customers ("Licensee") must commit to a minimum one (1) year contract. Each participating organization (Licensee) can increase the number of users and/or Geographic Areas at any time, but can not reduce the number of users and/or Geographic Areas until the contract term is completed.

2. Pictometry Web Services customers must sign an order form/Service Level Agreement (SLA) for services. This order form/SLA shall describe the services offered and number of users and/or metros for the account ("Web Services Account").

3. For each Account, Licensee shall name one person to be the Administrator of the Account and submit an email address, telephone number and contact information for that person. Licensee will assign one administrator to this Account. Administrator shall be responsible for assigning his/her users a log-in and password. Licensee purchases User Seats as shown on the order form. The number of User Seats purchased determines the number of users who shall be allowed online at the same time. Administrator may assign as many Log-in Accounts (users) per seat purchased, as is indicated on the attached Order Form, but the number of persons allowed in the system at any one time is limited by the number of seats purchased.

4. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for any service interruptions if used in these critical situations.

5. Upon initial login, each user shall be required to "accept" an online License and Service Level Agreement identical to this written Agreement.

6. Pictometry Online is for individual use only. Licensee shall not attempt, nor allow, access to Pictometry Web Services by means of an automated system.

II. Technical Support. Web Hosting Support can be accessed at CustomerSupport@Pictometry.com

o Web Hosting Phone Support: Phone 585-486-0093, or toll-free at 888-771-9714

o Hours: Monday through Friday, 8:30am – 5:30pm Eastern Time Zone. Holidays – no phone support but e-mail support may be available and Pictometry will use reasonable efforts to answer e-mails received on holidays on next business day.

o Response time, however, may depend on the nature and complexity of the inquiry, or unexpected call volume. Technical Support assigns the highest priority to inquiries related to the servers' unavailability.

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

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

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

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

VI. Disclaimer. This Agreement authorizes the Licensee to use the Web Services Product for its internal use. Pictometry warrants that, while it does strive to present accurate information, it does not guarantee the accuracy of information made available to the Licensee via this Product, and cannot be held liable for any use of this information. Pictometry will continually strive to present accurate and reliable information in its Web Services Products but does not endorse, approve or certify such information, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information.

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

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

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

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

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

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

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

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

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

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

Attachment: Data & Query Questionnaire if applicable (must be attached to this order form and initialed)