

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/04/2024

Contract/Lease Control #: C22-3139-IT

Procurement#: PIGGYBACK

Contract/Lease Type: AGREEMENT – CLOSE OUT CONTRACT

Award To/Lessee: PICTOMETRY INTERNATIONAL CORP.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2021

Expiration Date: 06/30/2023

Description of: PROVIDE DIGITAL AERIAL IMAGERY FOR OKALOOSA COUNTY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: dsambenedetto@myokaloosa.com

Closed: March 4, 2024

CC: BCC RECORDS

**CONTRACT CLOSE-OUT CHECKLIST**  
(To Be Prepared by the Contracts & Lease Coordinator)

**DATE:** February 13, 2024

**TO:** Finance Department

**SUBJECT:** Contract No. C22-3139-IT

**MANAGING DEPARTMENT:** IT

**CONTRACTOR'S NAME:** Pictometry International Corp.

**PROJECT TITLE:** Provide Digital Aerial Imagery for Okaloosa County

The attached has met the final payment contract requirement in subject contract.

**Yes    No**

1. Final Invoice **X**

**Yes    No    N/A**

2. Close-Out Documents

|  |          |
|--|----------|
| a. <u>Signed Release of Lien</u>             | <b>X</b> |
| b. <u>Proof of Completion Advertisement</u>  | <b>X</b> |
| c. <u>Certificate of Insurance</u>           | <b>X</b> |
| d. <u>Consent of Surety to Final Payment</u> | <b>X</b> |
| e. <u>Proof of Performance/Payment Bond</u>  | <b>X</b> |
| <u>Continuation 12 Months Following</u>      |          |
| <u>Final Payment</u>                         |          |
| f. <u>Grants approval/signature</u>          | <b>X</b> |

3. Remarks

Vendor #21301265

Invoice # 436677 Amount \$75,773.00

**Faye Douglas** Digitally signed by Faye Douglas  
Date: 2024.02.14 11:25:31 -06'00'

OMB DIRECTOR'S SIGNATURE & DATE



Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623  
Phone: (585)-486-0093  
accountsreceivable@eagleview.com

# INVOICE

| Date      | INVOICE # |
|-----------|-----------|
| 2/17/2024 | US436677  |

| Bill To   |
|---|
| Okaloosa County, FL<br>Eddie Quinlan, GIS Manager<br>1250 N Eglin Pkwy Ste 303<br>Shalimar FL 32579-1296<br>United States |

| Ship To   |
|---|
| Okaloosa County, FL<br>Eddie Quinlan, GIS Manager<br>1250 N Eglin Pkwy Ste 303<br>Shalimar FL 32579-1296<br>United States |

| Customer ID | PO Number  | Payment Term | Order #   | Salesperson  | Ship Date |
|-------------|--|--------------|-----------|--------------|-----------|
| A116552     | 2021 Flight Year 3   | Net 30       | C23244317 | Carl Decator |           |
| Qty         | Description  |              |           | Amount       |           |
| 1           | Survey Report - AccuPlus Imagery Project - Tested To Accuracy Statement  |              |           | \$3,000.00   |           |
| 1           | Survey-Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey  |              |           | \$14,850.00  |           |
| 231         | Provides high resolution ortho and oblique imagery at a property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.         |              |           | \$707.19     |           |
| 468         | Provides high resolution ortho and oblique imagery at a neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. |              |           | \$57,215.81  |           |

|                         |             |
|-------------------------|-------------|
| <b>Subtotal</b>         | \$75,773.00 |
| <b>Tax</b>              | \$0.00      |
| <b>Total</b>            | \$75,773.00 |
| <b>Deposits/Credits</b> | \$0.00      |
| <b>Total Due (USD)</b>  | \$75,773.00 |



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25 Methodist Hill Drive  
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| Date      | INVOICE # |
|-----------|-----------|
| 2/17/2024 | US436677  |

**Remittance Options**

*(All remittances must include invoice number)*

**ACH or Wire Transfer:**

General Bank Reference Address: JPMorgan Chase New York, NY 10017

Account Name: Pictometry International Corp.

ACH Routing #: 021000021      ACH Account #: 211973687

Wire Routing #: 021000021      Wire Account #: 211973687

SWIFT CODE: CHASUS33

**Checks:**

Please make checks payable to Pictometry International, Inc. and remit to:

For delivery via regular US postal service:

Lockbox Name: Pictometry International, Corp.

Lockbox Address: P.O. Box 735288, Dallas, TX 75373-5288

For delivery via overnight courier service:

Lockbox Name: Attn: Pictometry International, Corp. - 735288

Lockbox Address: JPMorgan Chase Bank, NA, 14800 Frye Road 2nd Floor, Ft. Worth, TX 76155

|          |  |   |              |                   |              |
|----------|--|---|--------------|-------------------|--------------|
| 1        | Pictometry Connect - Early Access              | Pictometry Connect - Early Access provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.<br><br>Applicable Terms and Conditions: Online Services General Terms and Conditions | \$ 10,000.00 | \$ 0.00<br>(100%) | \$ 0.00      |
| 1        | E-911 Interface - Unlimited Seats in all PSAPS | Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration.<br><br>Applicable Terms and Conditions: Order Form   | \$ 15,000.00 | \$ 0.00<br>(100%) | \$ 0.00      |
| -1       | FutureView Adv Training                        | Full conference registration to advanced training designed to maximize deployment. Includes 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, 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.<br><br>Applicable Terms and Conditions: Order Form  | \$ 2,499.00  |                   | -\$ 2,499.00 |
| SUBTOTAL |  |   |              |                   | \$227,319.00 |

Thank you for choosing Pictometry as your service provider.

**TOTAL**

**\$ 227,319.00**

<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

#### STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- Seasonal variations caused by images taken at different times during a season, or during different seasons;
- Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

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

#### Geofences:

For the Pictometry Connect - CA - 100 product(s) in this project, the following geofences apply:

FL Okaloosa (Primary), FL Santa Rosa, FL Walton

#### FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.



|  |                     |
|--|---------------------|
| Due at Signing                                   | \$18,944.00         |
| Due at Initial Shipment of Imagery               | \$56,829.00         |
| Due at First Anniversary of Shipment of Imagery  | \$75,773.00         |
| Due at Second Anniversary of Shipment of Imagery | \$75,773.00         |
| <b>Total Payments</b>                            | <b>\$227,319.00</b> |

Final Payment of Contract Due Now

**RapidAccess—Disaster Response Program ("DRP")**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
  - ☐ **Tornado:** areas affected by 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 will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

VENDOR NO. 21301265

CHECK NO. 2403734

| Account     | Purchase Order | Invoice Number | Amount    | Description      |
|-------------|----------------|----------------|-----------|------------------|
| 0111 534105 |                | 436677         | 75,773.00 | 2021 FLIGHT YR 3 |

21301265

PICTOMETRY INTERNATIONAL CORP



BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY  
CRESTVIEW, FLORIDA 32536  
Sale Tax Exempt 85-8012622247C-9

SUNTRUST BANK OF  
NORTHWEST FLORIDA  
FORT WALTON BEACH, FL  
63-215/631

CHECK DATE  
02/29/24

CHECK NO.  
2403734

AMOUNT \$ \*\*\*\*75,773.00\*

DISBURSEMENT ACCOUNT  
VOID AFTER 90 DAYS

PAY THE SUM OF \*\*\*\*\*75773\* DOLLARS AND NO\* CENTS

TO THE  
ORDER  
OF

PICTOMETRY INTERNATIONAL CORP  
25 METHODIST HILL DRIVE  
ROCHESTER NY 14623

**\*\* NON-NEGOTIABLE \*\***  
AUTHORIZED SIGNATURES

[REDACTED SIGNATURE]



BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY  
CRESTVIEW, FLORIDA 32536

[REDACTED SIGNATURE]

PICTOMETRY INTERNATIONAL CORP  
25 METHODIST HILL DRIVE  
ROCHESTER NY 14623