

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/17/2021

Contract/Lease Control #: C19-2758-IT

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: PICTOMETRY INTERNATIONAL CORP.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/20/2028

Expiration Date: 11/19/2021

Description of: AERIAL PHOTOGRAPHY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed: June 17, 2021

Cc: BCC RECORDS

21301265

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

DATE: June 4, 2021

TO: Finance Department

SUBJECT: Contract No. C19-2758-IT

MANAGING DEPARTMENT: IT

CONTRACTOR'S NAME: PICTOMETRY INTERNATIONAL CORP

PROJECT TITLE: AERIAL PHOTOGRAPHY

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

	Yes	No	
1. Final Invoice	X		
2. Completed Contract/Lease Payment Approval Form	X		
3. Close-Out Documents	Yes	No	N/A
a. Signed Release of Lien			X
b. Proof of Completion Advertisement			X
c. Certificate of Insurance			X
d. Consent of Surety to Final Payment			X
e. Proof of Performance/Payment Bond Continuation 12 Months Following Final Payment			X
f. Grants approval/signature			X
4. Remarks			

Faye Douglas
Digitally signed by Faye Douglas
Date: 2021.06.02 12:13:43 -05'00'

OMB DIRECTOR

DATE



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

INVOICE

Date	INVOICE #
5/26/2021	US419765

Bill To
Okaloosa County, FL Eddie Quinlan, GIS Manager 1250 Eglin Parkway N Suite 303 Shalimar, FL 32579 United States

Ship To
Okaloosa County, FL Eddie Quinlan, GIS Manager 1250 Eglin Parkway N Suite 303 Shalimar, FL 32579 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A116552	Year 3	Net 30	C5501470	Carl Decator	
Qty	Description	Amount			
275	IMAGERY - Color Digital Orthophotography Four Band - 3 inch GSD - Industry-Standard Delivery Format - per square mile	\$36,029.00			
1	Survey Report - AccuPlus Imagery Project - Tested To Accuracy Statement	\$3,000.00			

Subtotal	\$39,029.00
Tax	\$0.00
Total	\$39,029.00
Deposits/Credits	\$0.00
Total Due (USD)	\$39,029.00

Please make checks payable to Pictometry International Corp.



To Whom it May Concern:

Please update your records to reflect Pictometry International Corp.'s new remittance details for payments which have been updated on our invoices. As a reminder, all payments are required to include a reference to the invoice number.

New remittance details:

For ACH delivery:

Bank Routing Number: 021000021
Account Number: 211973687
Account Name: Pictometry International Corp.

For Wire Transfers:

Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 211973687
Account Name: Pictometry International Corp.

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

If you have any questions, please reach out to our Accounting Department at accountsreceivable@eagleview.com.

Thank you,

Accounting Department
accountsreceivable@eagleview.com

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	\$8,750.00
Due at Initial Shipment of Imagery	\$26,250.00
Due at First Anniversary of Shipment of Imagery	\$39,029.00
<hr/>	
Total Payments	\$113,058.00

PRODUCT PARAMETERS

ACCIPLUS IMAGERY

Product: IMAGERY-Color Digital Orthophotography Four Band-3In GSD-IndusCry-Stad Delivery Format
 Coverage Area Format: per sq mi
 Leaf: Shapefile
 Leaf Off: Less than 30% leaf cover

Product: IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-SC1nd11.rd Delivery
 Coverage Area Format: per sq mi
 Leaf: Shapefile
 Leaf Off: Less than 30% leaf cover

Product: IMAGERY-Color Digital Orthophotography Four Band-3In GSD-Industry-Std Delivery Format
 Coverage Area Format: per sq mi
 Leaf: Shapefile
 Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA*50
 Admin User Name: Eddie Quinlan
 Admin User Email: equinlan@myokaloosa.com
 Geofence: FL Bay
 FL Gulf
 FL Okaloosa
 FL Santa Rosa
 FL Walton

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 Image..., 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 tornadoes 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) tornadoes 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.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-27-2018

Contract/Lease Control #: C19-2758-IT

Procurement#: SINGLE SOURCE

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Award To/Lessee: PICTOMETRY INTERNATIONAL CORP.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/20/2018

Expiration Date: 11/19/2021

Description of Contract/Lease: AERIAL PHOTOGRAPHY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

6/20/2019

DATE (MM/DD/YYYY)

12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1363032 EagleView Technology Corporation Eagle View Technologies, Inc. Pictometry International Corp. 3700 Monte Villa Parkway Bothell WA 98021	INSURER A: Great Northern Insurance Company	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Chubb Indemnity Insurance Company	12777
	INSURER D: Columbia Casualty Company	31127
	INSURER E: _____ INSURER F: _____	

COVERAGES EAGTE01 **CERTIFICATE NUMBER:** 15778157 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	3589-3989	6/20/2018	6/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9947-34-77	6/20/2018	6/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	7984-89-38	6/20/2018	6/20/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7175-05-10	6/20/2018	6/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O Policy/Cyber Policy - Claims Made Form	N	N	596672378 (PL)	6/20/2018	6/20/2019	\$5,000,000 each claim/aggregate \$100,000 Retention Retro Date 5/7/2007

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER

15778157
 Okaloosa County
 5479A Old Bethel Road
 Crestview FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam D. McDonough

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[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

[Login.gov FAQs](#)

- ⚠ ALBERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ⚠ ALBERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: **Pictometry International Corp.***

Total records: 1

[Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1

Sort by **Relevance** Order by **Descending**

Your search for Pictometry International Corp.* returned the following results...

Entity	Pictometry International Corp.	Status: Active
DUNS: 967973769	CAGE Code: 3C358	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 12/20/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		

Result Page: 1

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IBM-P-20181107-1216
WWW3

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- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



Board of County Commissioners Purchasing Department

State of Florida

Date: November 2, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD SINGLE SOURCE

After in-depth review of the item requested from the Information Technology Department it was determined that this item is a proprietary item and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Pictometry International Corp
23 Methodist Hill Dr.
Rochester, NY 14623

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

Stephanie L. Herrick
Digitally signed by
Stephanie L. Herrick
Date: 2018.11.05
15:51:58 -06'00'

Stephanie Herrick
OMB Director

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBO Tracking Number: 3161-19
Procurement/Contractor/Lessee Name: Pictometry Grant Funded: YES ___ NO X
Purpose: Aerial Photography
Date/Term: 3yrs
Amount: \$113,058.00
Department: IT
Dept. Monitor Name: Sambenedetto

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jeff Hyde Date: 10-26-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NO federal \$
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached
Date: 11-5-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached
Date: 11-5-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 05, 2018 7:11 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Aerial Photography Contract
Attachments: Submitted Pictometry Contract - Okaloosa County, FL 10.12.18.pdf

The Pictometry contract is approved for legal and risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Friday, October 26, 2018 4:57 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Aerial Photography Contract

Please review the attached contract. Dan will be providing us with a sole source to go with the agreement. I have included the old contract that references the same items.

Thank you,

DeRita

From: Dan Sambenedetto
Sent: Thursday, October 25, 2018 1:57 PM
To: Jeffrey Hyde <jhyde@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Cc: Denise Broadway <dbroadway@myokaloosa.com>
Subject: Aerial Photography Contract

Jeffery,
Attached is a copy of an aerial photography contract to fly Okaloosa for FY19. We fly Okaloosa County every 3 years to satisfy state statute/DOR requirements. This contract leverages economies of scale and reduces mobilization costs while sharing imagery with Eglin AFB. Therefore, it will be a single source procurement. The process should be similar to our last photography project back in FY 2016.
I would like to begin the coordination process ... to get this on the agenda...
Please advise,



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 10/29/2018

PR No:

Requestor: Dan Sambenedetto

Phone No: (850)651-7570

Department/Division: Information Technology

Item Description: 2018 Okaloosa County Photography Project: Imagery- Color Digital Orthophotography Four Band-3 & 4 in GSD-Industry-Stnd Delivery Format-per Square Mile

Vendor: Pictometry International Corp

Vendor's Address: 23 Methodist Hill Drive, Rochester, NY 14623

Vendor's Telephone No: (585)486-0093

Point of Contact: General Counsel

Sole Source Justification: Eglin AFB has competitively procured and entered in a contract with Pictometry International Corp., to provide aerial photography and related products to various locations to include military installations and reservations within Okaloosa County. (See Additional ...)
(attach additional does if any)

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Digitally signed by Dan Sambenedetto
Date: 2018.10.29 13:32:52 -06'00'

10/29/2018

Requesting Department Director Signature (or authorized Designee)

Date

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Obtain a copy of the procurement referenced above.

Denied:

Digitally signed by Stephanie L. Herrick
Date: 2018.11.05 15:51:16 -06'00'

OMB Director Signature L. Herrick

Date

Additionally, Okaloosa County must obtain aerial photography products every 3 years, pursuant to section 195.022, Florida Statutes. Therefore, in an attempt to reduce duplication of effort and costs, the IT Department has worked closely with Eglin AFB and Pictometry to develop a contract for Okaloosa County that consolidates much of the mission planning, mobilization, and image acquisition efforts. This reduction in costs is possible due to the proper coordination between our projects using the same aerial photography vendor. Pictometry is one of 11 vendors currently on state contract to perform aerial photography projects. The vendors were selected using a competitive CCNA RFQ process. Okaloosa County and Eglin AFB have a long history of working together to obtain digital aerial photography products in a cost saving, cooperative manner. Therefore, combining our efforts utilizing Pictometry for the upcoming FY 19 flying season is a win-win for both organizations.

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
 OKALOOSA COUNTY, FL ("CUSTOMER")**

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

Section A: Product Descriptions, Prices and Payment Terms
 Section B: License Terms:
 • Online Services General Terms and Conditions
 • Software License Agreement
 Section C: Non-Standard Terms and Conditions
 Appendix I: Photogrammetric Product Specifications

**CONTRACT#: C19-2758-IT
 PICTOMETRY INTERNATIONAL CORP
 AERIAL PHOTOGRAPHY
 EXPIRES: 11/19/2021**

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

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

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1250 Eglin Pkwy N, Suite 303	25 Methodist Hill Drive
Shalimar, FL 32579	Rochester, NY 14623
Attn: Eddie Quinlan, GIS Manager	Attn: General Counsel
Phone: (850) 651-7570 Fax: (850)651-7142	Phone: (585) 486-0093 Fax: (585) 486-0098

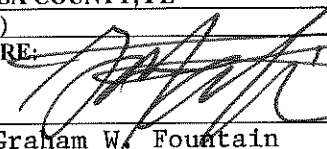
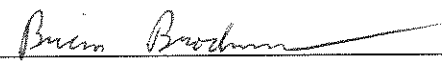
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

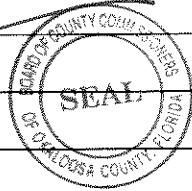
4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees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

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

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

PARTIES:

CUSTOMER	PICTOMETRY
OKALOOSA COUNTY, FL	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Graham W. Fountain	NAME: Brian Brockmann
TITLE: Chairman	TITLE: Corporate Vice President
DATE: NOV 20 2018	EXECUTION DATE: 11/7/2018
	DATE OF RECEIPT (EFFECTIVE DATE): Date Customer signs



SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C5501470

BILL TO
Okaloosa County, FL
Eddie Quinlan, GIS Manager
1250 Eglin Pkwy N, Suite 303
Shalimar, FL 32579
(850) 651-7570
equinlan@myokaloosa.com

SHIP TO
Okaloosa County, FL
Eddie Quinlan, GIS Manager
1250 Eglin Pkwy N, Suite 303
Shalimar, FL 32579
(850) 651-7570
equinlan@myokaloosa.com

CUSTOMER ID	SALES REP
A116552	CDeca

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
275	IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Stnd Delivery Format-per sq mi	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 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. Applicable Terms and Conditions: Order Form	\$220.00		\$60,500.00
472	IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format-per sq mi	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 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. Applicable Terms and Conditions: Order Form	\$80.00		\$37,760.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00		\$6,600.00
1	Survey Report - AccuPlus Imagery Project - Tested To Accuracy Statement	Available with 'Survey - Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey'. Product Includes: Report signed/sealed by appropriately licensed surveyor. Report details production statistics including GPS/INS post processing, AT results, test point residuals and includes an NSSDA compliant "Tested To" accuracy statement. Applicable Terms and Conditions: Order Form	\$3,000.00		\$3,000.00
1	AccuPLUS Project Fee - CUSTOMER LIDAR	AccuPLUS project fee for projects with customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2,500.00		\$2,500.00
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	\$2,499.00		\$2,499.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		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. Applicable Terms and Conditions: Order Form			
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 Terms and Conditions: Order Form	\$199.00		\$199.00
1	AccuPlus Imagery Bundle with Three (3) 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, fifteen (15) 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 three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	State License Fee	State license fee. Applicable Terms and Conditions: Order Form	\$0.00		\$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. Applicable Terms and Conditions: Order Form	\$15,000.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess 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. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
42	IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Std Delivery Format-per sq mi	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 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. Applicable Terms and Conditions: Order Form	\$220.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$113,058.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to

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

Due at Signing	\$8,750.00
Due at Initial Shipment of Imagery	\$26,250.00
Due at First Anniversary of Shipment of Imagery	\$39,029.00
Due at Second Anniversary of Shipment of Imagery	\$39,029.00
Total Payments	\$113,058.00

PRODUCT PARAMETERS

ACCUPLUS IMAGERY

Product: IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Std Delivery Format-per sq mi
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format-per sq mi
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Std Delivery Format-per sq mi
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Eddie Quinlan
Admin User Email: equinlan@myokaloosa.com
Geofence: FL Bay
 FL Gulf
 FL Okaloosa
 FL Santa Rosa
 FL Walton

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.

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

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- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

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- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
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- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
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[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

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 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include any employee of any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to and use of the Online Services and the Licensed Content
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Florida in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Ortho Deliverables: Notwithstanding anything in this Agreement to the contrary, Customer shall have the right to provide a hardcopy of all orthophoto deliverables delivered under this Agreement to the Florida Department of Revenue ("FL DOR"), in accordance with FL DOR requirements.
4. Public Record: Pursuant to FL DOR Standard Contract Number P0142, by and between FL DOR and Pictometry, Attachment A, Paragraph 5, all orthophoto deliverables delivered under this Agreement are considered public record.
5. The final cost of the 3inch and 6inch Color Digital Orthophotography ("CDO") will be based on actual sq miles of captured and deliverable CDO. It is recognized that the map set forth in this Agreement includes areas within Eglin Air Force Base ("Eglin AFB"). However, these areas may not be allowed by Eglin AFB to be captured, which will result in a lower total sq mileage CDO deliverable and cost. In this event, the lower cost and lower sq mileage area will be accounted for in an amendment to this Agreement prior to any invoices being submitted to Customer other than the invoice for the amount "Due at Signing".
6. The not-to-exceed amount under this Agreement is \$113,058.00.

[END OF NON-STANDARD TERMS AND CONDITIONS]

APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

Color Digital Orthophotography

Product Overview:

Seamless, 4-band, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust. Pictometry will make best efforts to capture large open water bodies in relatively calm conditions free of whitecaps ("Water Conditions"), so long as the Water Conditions do not impede the Acquisition Timeline below.

Deciduous Vegetation: less than 30% full bloom

Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB + NIR, resampled to 8 bits during processing

Project flight lines will be submitted to the customer for approval before flying. Any required adjustments due to ATC will be presented to customer before flight. Flight lines and times will be provided to customer prior to scheduled flight image acquisition.

Acquisition Timeline: At the discretion of Pictometry, image acquisition will occur between Dec 1, 2018 to March 1, 2019 and the first flight to the last flight will be completed within a continuous 30 day time frame subject to weather and ATC.

Pictometry warrants it will meet these photogrammetric product specifications excluding the estimated Acquisition Timeline.

Ground Control:

Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 100 – November 2014

Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface, including, but not limited to, elevated roadways and bridges. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

Deliverables:

The following will be delivered;

3-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

3-inch GSD area-wide ortho mosaic (RGB, ECW format)

3-inch GSD area-wide ortho mosaic (RGB, MrSID format)

3-inch GSD area-wide ortho mosaic (CIR, ECW format)

3-inch GSD area-wide ortho mosaic (CIR, MrSID format)

GeoTiffs provided in Projected Coordinate System:

NAD_1983_1990_State Plane_Florida_North_FIPS_0903_Feet_US Projection: Lambert_Conformal_Conic.

All native 12 bit GeoTiff source imagery; in addition to GeoTiff tiled imagery.

Pictometry shall make best commercial efforts to deliver the Deliverables within ninety (90) calendar days from the successful collection of aerial imagery.

FGDC compliant metadata

AT/Survey report

6-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

6-inch GSD area-wide ortho mosaic (RGB, ECW format)

6-inch GSD area-wide ortho mosaic (RGB, MrSID format)

6-inch GSD area-wide ortho mosaic (CIR, ECW format)

6-inch GSD area-wide ortho mosaic (CIR, MrSID format)

FGDC compliant metadata

AT/Survey report

Orthomosaic Accuracy:

3-inch GSD: RMSE(x or y) 0.75 ft; RMSE(r) 1.06 ft; NSSDA (95%) 1.84 ft

6-inch GSD: RMSE(x or y) 2.00 ft; RMSE(r) 2.82 ft; NSSDA (95%) 4.90 ft

FL DOR ACCURACY SPECIFICATION:

Unless otherwise noted in this contract, Pictometry will meet or exceed the 2018 Florida Department of Revenue specifications.

MAP(S)

