

Attachment F

Los Angeles County External Entity Agreement Between Pictometry International Corp. and County of Santa Barbara



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-15

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2018 MAY -3 PM 3:44

COUNTY OF SANTA BARBARA
CLERK OF THE
BOARD OF SUPERVISORS

18-00341 XX 0515-12

Department Names: General Services
Department Nos.: 063
For Agenda Of: May 15, 2018
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services Janette D. Pell, Director, (805) 560-1011 *on behalf:*
SUBJECT: Agreement Between the County of Santa Barbara and Pictometry International Corp. for Digital Aerial Data Acquisition Project

County Counsel Concurrence

As to form: Yes

Other Concurrence:

Purchasing Agent
As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute a Los Angeles County External Entity Agreement with Pictometry International Corp. (not a local vendor) to provide digital aerial imagery datasets and associated software, effective upon signature by the County and continuing for a period of three years following initial receipt of imagery, in an amount not to exceed \$287,830.50, with a credit of \$11,600.00, and total payments not to exceed \$276,230.50;
- b) Waive further competition and authorize procurement of the imagery and software without conducting a competitive bid process, based on the prior competitive process by Los Angeles County; and
- c) Determine that the proposed actions consist of administrative activities of governments that will not result in direct or indirect physical changes in the environment and therefore are not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5).

Summary Text:

The County of Santa Barbara has a unique opportunity to acquire and improve the Geographic Information System (GIS) technological needs through this proposed Agreement with Pictometry International Corp. The product consists of aerial imagery coverage of almost the entire County, a technological service that certain County departments have been individually purchasing on a semi-annual basis for over 20 years. For this project, there are a total of five County departments: Assessor, Public Works, Fire, Sheriff, and Planning & Development, coming together in a joint effort to fund the project. The aerial imagery datasets can then be leveraged as a billable service to other County departments, local cities, and special districts that may not otherwise have access to or infrastructure for such technology.

The vendor will capture both orthogonal (90 degree angle) and oblique (45 degree angle) color images that can then be viewed through a special software program that allows for further measurement analysis, map-spotting, public viewership, and exportability to different file types. This contract covers one set of images derived from a single aerial flight that will be done in and around September 2018. The images will only be “updated,” or rectified, during the contract term if any errors are found and need correcting.

There are currently several other California counties and cities leveraging this same contract negotiated by Los Angeles County (LAC) for the Los Angeles Regional Imagery Acquisition Consortium (LARIAC). The original Los Angeles agreement was the result of a competitive procurement process and is currently in its fifth phase of renewal. The LAC External Entity Agreement was developed using the LAC agreement and incorporating certain sections from that agreement. LARIAC contract documents can be found online at <https://egis3.lacounty.gov/dataportal/lariac/lariac-archives/lariac4-archive/lariac4-downloads/lariac-contract-documents/>. Therefore, staff is requesting that your Board waive further competition and authorize procurement of the imagery and software without conducting a competitive bid process, based on the prior competitive process by LAC. It should be noted that the Assessor and other County departments have been working with the vendor over the past several years, performing our due diligence. The County is choosing this vendor based on advantageous pricing as well as their positive track record delivering reliable service to several other California counties.

Background:

Since the 1990s, aerial imagery has been a critical technological tool for departments that have had the need and ability to acquire it. In the early 2000s, with the rise of more advanced geospatial information data, the County struggled to keep up with its GIS needs. Though the County appointed a Geographic Information Office at one point to help implement a more centralized County collaborative to acquire these technologies, the 2008 recession effectively halted these efforts. Since then, County departments reliant upon this technology have been independently seeking and disparately funding imagery-only projects.

The proposed acquisition would create a partnership that would put the County on a better path towards achieving their collective GIS needs. This Agreement will allow the County to save time and money by not having to look for a suitable vendor year-over-year, gives leveraging capability that allows non-GIS capable departments to utilize the technology, and creates public value by decreasing costs and risks associated with field checks that can be done in-house with the use of the imagery. This solution consolidates GIS on one server thus eliminating the maintenance of multi-department GIS servers.

Based on recent events, the County had an opportunity to experience the Pictometry product and their customer service. Immediately following the recent Montecito 1/9 Debris Flow, Pictometry reached out to see whether they could assist the County in recovery efforts. Within two weeks of the disaster, a project flight was underway. By the end of January 2018, the County had access to aerial imagery and software for 58 square miles of the disaster zone and surrounding areas. The quality control process was quick and accurate, delivering a fully reconciled image in less than a few weeks from the flight date. The imagery has helped the Assessor with their property and infrastructure damage assessments. The imagery was also made available to other departments to help them in their review of the area. It is helping County employees do their jobs faster and better, saving them time and risk that would be much greater without this technology.

Performance Measure:

Specific performance measures will vary between each department that utilizes the technology. Some common examples are:

- Reduced expenses and risks associated with field visits, site inspections, and other travel
- Improved efficiencies in workload management because of quality imagery, measurement tools, and software capabilities
- Intra- and inter-departmental operability, utilizing one product so all participants are on the same page
- Improved delivery of information to the public through visual map tools and data overlays

The return on and of investment potential is strong as departments become accustomed to the product in their daily operations. It will give all participating departments an opportunity to eliminate certain expenses through implementation of GIS software.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 2018-19:</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>Total One-Time Project Cost</u>
Clerk-Recorder-Assessor	\$ 19,202.04	\$ 19,522.05	\$ 19,522.05	\$ 58,246.14
Fire	\$ 19,202.03	\$ 19,522.03	\$ 19,522.03	58,246.09
Planning & Development	\$ 19,202.03	\$ 19,522.03	\$ 19,522.03	58,246.09
Public Works	\$ 19,202.03	\$ 19,522.03	\$ 19,522.03	58,246.09
Sheriff	\$ 19,202.03	\$ 19,522.03	\$ 19,522.03	58,246.09
Total	\$ 96,010.16	\$ 97,610.17	\$ 97,610.17	\$ 291,230.50

Narrative:

The total contract amount for the Pictometry contract is \$287,830.50. The County conducted an initial flyover in January 2018, thus is receiving a credit of \$11,600.00, for a not to exceed amount of \$276,230.50. Furthermore, there is an estimated three year administrative cost for General Services ICT support not to exceed \$15,000.00, for a total project cost of \$291,230.50. Each department listed above will contribute funding towards this project. In subsequent years, additional departments may decide to begin utilizing this product. The plan is to develop a charging model in future years to share in the cost

of GIS but in order to get started, the departments listed above have agreed to a cost sharing model. Subsequent fiscal years appropriations are contingent on Board Approval of Operating Budgets. Nevertheless, most departments prepared to budget the project in FY 2017-18 and are therefore ready to incorporate exact costs in their upcoming. There are no Federal grant monies being used to fund this project.

Key Contract Risks:

The project is budgeted over three fiscal years. The first payments are due upon initial delivery of imagery and activation of online services in year one. Delivery anniversary payments are due in the second and third years. Issues could arise if the departments involved do not properly budget for the contract over the three year term, or if the vendor does not deliver an acceptable product under the deliverable terms specified in the contract.

Contract risks are overall limited as the County departments involved have budgeted for aerial imagery products in the past. The vendor is also highly reputable across the country, acting as the standard leader in their industry and serving over half of all U.S. counties nationwide.

Staffing Impacts:

Potential for a decrease in extra help and contracted positions for some departments. The product will help departments adjust current staff time spent on field tasks that can be done at a desktop utilizing this product. Impact will be positive for staff in each departments, creating opportunities to improve efficient and effective service delivery to the public.

Special Instructions: Please route copy of the signed agreement to General Services.

Attachments:

1. Los Angeles County External Entity Agreement Between Pictometry International Corp. and County of Santa Barbara

Authored by:

Michael Daly, Assessment Supervisor, County of Santa Barbara Assessor

cc:

Joseph Holland, Clerk-Recorder-Assessor & Registrar of Voters

Eric Peterson, Fire Chief

Bill Brown, Sheriff

Scott McGolpin, Director, Public Works

Dianne Black, Interim Director, Planning and Development

**LAC EXTERNAL ENTITY AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
COUNTY OF SANTA BARBARA, CA ("Customer")**

Whereas, Pictometry is party to an Agreement By and Between County of Los Angeles and Pictometry for Digital Aerial Data Dated December 2013, as amended (the "LAC Agreement"); and

Whereas the LAC Agreement provides that an External Entity (as defined in the LAC Agreement) may license or otherwise acquire rights to digital aerial data outside of Los Angeles County pursuant to or based upon the pricing and/or other terms set forth in Exhibit C (Schedule for External Entities) to the LAC Agreement; and

Whereas, Customer meets the criteria necessary to be an External Entity; and

Whereas, Customer wishes to obtain certain Pictometry products and services as an External Entity based upon the LAC Agreement;

Now therefore, Customer and Pictometry hereby agree as follows:

1. This order form ("Order Form"), in combination with certain provisions of the LAC Agreement identified below and the contract components listed below and attached hereto:

Section A: Product Descriptions, Prices and Payment Terms

Section B: Non-Standard Terms and Conditions

Appendix I

Sector Maps

(all of which, collectively, constitute the "County of Santa Barbara Agreement") sets 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. Modifications to the County of Santa Barbara 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 County of Santa Barbara 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 the County of Santa Barbara Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions, Product Descriptions, Prices and Payment Terms, Photogrammetric Product Specifications, and Order Form (including provisions incorporated from the LAC Agreement).
3. All notices under the County of Santa Barbara Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
105 E. Anapamu, Suite 304	25 Methodist Hill Drive
Santa Barbara, CA 93101	Rochester, NY 14623
Attn: ICT Operations Center - GS ICT	Attn: Contract Administration
Phone: (805) 692-1700 Fax: (805) 568-2674	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. All of the County of Santa Barbara 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.
5. Customer shall have all of the rights set forth in Section 10 of the LAC Agreement to the products and services described in

Section A of the County of Santa Barbara Agreement.

6. The products and services described in Section A of the County of Santa Barbara Agreement are provided to Customer subject to the provisions of Sections 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 30, 31, 32, 34.1, 35, 39, 40, 41, 42, 43, 53, 56, 57, and 58 of the LAC Agreement as if those provisions were set forth herein, mutatis mutandis. However, in Section 12.6 of the LAC Agreement, the reference to Paragraph 11.3 is corrected to refer to Paragraph 12.
7. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the County of Santa Barbara Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of the County of Santa Barbara Agreement, subject to the terms and conditions set forth in the Santa Barbara County Agreement.
8. Customer hereby agrees to pay the Fees specified in Section A of the County of Santa Barbara Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of the County of Santa Barbara Agreement.
9. Customer acknowledges that Pictometry will ship the data on Media Drive Capacity 931G - Drive Model 1T - EXTPOWER and Customer will return the drive(s) to Pictometry within 30 days after delivery. If the drive(s) is/are not returned to Pictometry within 30 days after delivery, Customer shall be charged \$199.00 for each drive (or the prevailing rate) and agrees to pay for same within 30 days. No return of the hard drive(s) may have additional tax implications.

PARTIES:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 5-15-18

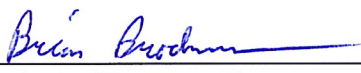
RECOMMENDED FOR APPROVAL:

County Clerk – Recorder, Assessor

By: _____
Department Head

CONTRACTOR:

Pictometry International Corp.

By: 
Authorized Representative

Name: Brian Brockmann

Title: Corporate Vice President


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

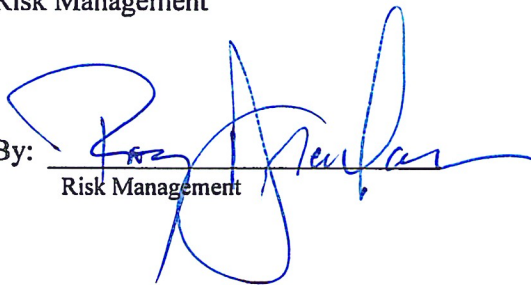
**APPROVED AS TO ACCOUNTING
FORM:**

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

Section A of the County of Santa Barbara Agreement.

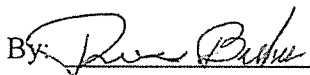
6. The products and services described in Section A of the County of Santa Barbara Agreement are provided to Customer subject to the provisions of Sections 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 30, 31, 32, 34.1, 35, 39, 40, 41, 42, 43, 53, 56, 57, and 58 of the LAC Agreement as if those provisions were set forth herein, mutatis mutandis. However, in Section 12.6 of the LAC Agreement, the reference to Paragraph 11.3 is corrected to refer to Paragraph 12.
7. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the County of Santa Barbara Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of the County of Santa Barbara Agreement, subject to the terms and conditions set forth in the Santa Barbara County Agreement.
8. Customer hereby agrees to pay the Fees specified in Section A of the County of Santa Barbara Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of the County of Santa Barbara Agreement.
9. Customer acknowledges that Pictometry will ship the data on Media Drive Capacity 931G - Drive Model 1T - EXTPOWER and Customer will return the drive(s) to Pictometry within 30 days after delivery. If the drive(s) is/are not returned to Pictometry within 30 days after delivery, Customer shall be charged \$199.00 for each drive (or the prevailing rate) and agrees to pay for same within 30 days. No return of the hard drive(s) may have additional tax implications.

PARTIES:

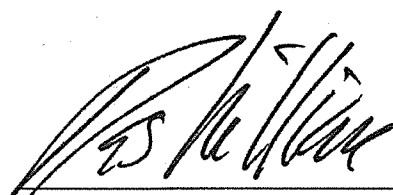
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

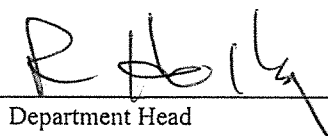
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 5-15-18

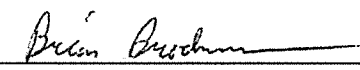
RECOMMENDED FOR APPROVAL:

County Clerk – Recorder, Assessor

By: 
Department Head
INTERIM Deputy Clerk

CONTRACTOR:

Pictometry International Corp.

By: 
Authorized Representative

Name: Brian Brockmann

Title: Corporate Vice President

SECTION A
PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C123255

BILL TO
County of Santa Barbara, CA
ICT Operations Center
105 E. Anapamu, Suite 304
Santa Barbara, CA 93101
(805) 568-2562
taylor@co.santa-barbara.ca.us

SHIP TO
County of Santa Barbara, CA
ICT Operations Center
105 E Anapamu, Suite 304
Santa Barbara, CA 93101
(805) 568-2562
taylor@co.santa-barbara.ca.us

CUSTOMER ID	SALES REP
A118379	bgarcia

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1,900	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery. See Appendix for mosaic specifications and selected delivery format.	\$85.00		\$161,500.00
763	IMAGERY-Color Digital Orthophotography-9in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 9 inch GSD ("CDO") consists of 9-inch GSD ortho mosaics delivered to Customer in an open industry-standard. See Appendix for mosaic specifications and selected delivery format	\$70.00		\$53,410.00
747	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel.	\$250.00	\$67.50 (73%)	\$50,422.50
3	CONNECT Gov 100 Package	CONNECT Gov 100 Package provides Customer with access to and use of Pictometry Connect - CA - 100, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement.	\$5,000.00	\$3,333.33 (33.333%)	\$10,000.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM (Digital Terrain Model)	\$7,500.00		\$7,500.00
2	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement	\$2,499.00		\$4,998.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		effective date.			
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.	\$0.00		\$0.00
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access imagery captured as part of a specific Project immediately following preliminary processing and quality control checks and prior to final processing of the imagery from the Project. Imagery will be posted to Pictometry Connect - Early Access incrementally as captured and processed, typically within two weeks following capture, and will remain available until final, fully processed imagery for the entire Project is made available through other access means. This offering requires purchase of imagery Project and an active Pictometry Connect Account.	\$10,000.00	\$0.00 (100%)	\$0.00 Provided at No Charge
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 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.	\$9,900.00	\$0.00 (100%)	\$0.00 Provided at No Charge
3	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.	\$2,250.00	\$0.00 (100%)	\$0.00 Provided at No Charge
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an	\$6,000.00	\$0.00 (100%)	\$0.00 Provided at No Charge

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		active paid Pictometry Connect account in order to utilize the Connect Image Service.			
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account.	\$1,990.00	\$0.00 (100%)	\$0.00 Provided at No Charge
183	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.	\$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.	\$0.00		\$0.00
Thank you for choosing Pictometry as your service provider.			TOTAL		\$287,830.50

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.

Tom Gresham is Customer's designated representative under this Agreement. Upon timely delivery of all Imagery, Pictometry shall submit to the Customer's designated representative an invoice for the initial payment of \$81,010.17. The invoice must cite the assigned Board Contract Number. The Customer's designated representative shall evaluate the quality of the service performed and/or item(s) delivered within 30 days of receipt and if found to be satisfactory shall initiate payment processing. Customer shall pay invoices for satisfactory work or items within 30 days of receipt of correct and complete invoices from Pictometry. Customer's failure to discover or object to any unsatisfactory work, items, or billings prior to payment will not constitute a waiver of Customer's right to require Pictometry to correct such work, items, or billings or seek any other legal remedy.

Credit from agreement between Pictometry and County of Santa Barbara dated January 19, 2018	\$11,600.00
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Due upon Receipt of Imagery	\$81,010.17
Due at First Anniversary of Initial Receipt of Imagery	\$92,610.17
Due at Second Anniversary of Initial Receipt of Imagery	\$92,610.16
Due at Activation of Online Services	\$10,000.00
Total (without credit)	\$287,830.50

Total Payments due by Customer	\$276,230.50
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PRODUCT PARAMETERS

ACCUPLUS IMAGERY

Product: IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi
Elevation Source: Public Avail - NED/USGS/GeoBase
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY-Color Digital Orthophotography-9in GSD-Industry-Standard Delivery Format-per sq mi
Elevation Source: Public Avail - NED/USGS/GeoBase
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector
Elevation Source: Public Avail - NED/USGS/GeoBase
Leaf: Leaf Off: Less than 30% leaf cover

Product: Existing Imagery
Elevation Source: Public Avail - NED/USGS/GeoBase
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: ICT Operations Center - GS ICT
Admin User Email: ictoperationscenter@co.santa-barbara.ca.us
Geofence: CA Santa Barbara

Product: Pictometry Connect View - CA
Admin User Name: ICT Operations Center - GS ICT
Admin User Email: ictoperationscenter@co.santa-barbara.ca.us
Geofence: CA Santa Barbara

CONNECT-SERVER INTEGRATION

Product: Pictometry for Esri Web AppBuilder
Server Integration: IPA (Both Visualization & Analytics)
Technical Contact: ICT Operations Center-GS ICT
Company Name:
Phone Number:
Email Address: ictoperationscenter@co.santa-barbara.ca.us

NON-STANDARD PRODUCT SPECIFICATIONS

CONNECT- EXISTING IMAGERY

2006 Existing Imagery **Provided via Pictometry Connect (only)**
(183 Sectors – "as-is")

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Imagery 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, 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.
- 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.

SECTION B

NON-STANDARD TERMS AND CONDITIONS

1. **Non-Exclusive Agreement.** Pictometry understands that this is not an exclusive agreement and that Customer shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Pictometry as the Customer desires.
2. **Survival.** All provisions of this County of Santa Barbara Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
3. **Records, Audit, and Review.** Pictometry shall keep such business records pursuant to this County of Santa Barbara Agreement as would be kept by a reasonably prudent practitioner of Pictometry's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Customer shall have the right to audit and review all such documents and records pertaining to the County of Santa Barbara Agreement at any time during Pictometry's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand (\$10,000.00), Pictometry shall be subject to examination and audit of the California State Auditor, at the request of Customer or as part of any audit of Customer, for a period of three (3) years after final payment under this County of Santa Barbara Agreement (Cal. Govt. Code Section 8546.7). Pictometry shall participate in any audits and reviews, whether by the Customer or the State.
4. **Non-Discrimination.** Customer hereby notifies Pictometry that Customer's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this County of Santa Barbara Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Pictometry agrees to comply with said ordinance.
5. **California Law and Jurisdiction.** This County of Santa Barbara Agreement shall be governed by the laws of the State of California. Any litigation regarding this County of Santa Barbara Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara, if in federal court.
6. **Authorized Users.** Upon execution of a participation agreement with the Customer, a participating government entity shall be deemed an authorized External Entity and its personnel shall be deemed Authorized Users in accordance with the License. Customer's Director of General Services is authorized to sign participation agreements with other governmental agencies within the County of Santa Barbara to allow those agencies to be authorized External Entities and their personnel to be deemed Authorized Users in accordance with the License.
7. **Term.** The initial term of this Agreement shall commence upon the Effective Date (noted in the County Signature Block of the Order Form), and coincide with the Fees and Payment Term section stated in Section A of the Agreement for a period of three (3) years following Initial Receipt of Imagery, (the "Initial Term") unless the parties enter into a written agreement extending or changing that Initial Term. At the end of that Initial Term of this Agreement, and after all Fees and Payments for the Initial Term have been paid by the Customer, this License Agreement shall automatically convert to a royalty-free, perpetual license and Pictometry shall allow the Customer to keep, use, and operate the license in perpetuity, subject to the terms and conditions of the licensing terms and conditions of the LAC Agreement.
8. **Schedule.** Pictometry shall use commercially reasonable efforts to complete the image capture in the Fall of 2018. This is a target date only because the image capture process and the delivery dates may be affected by numerous conditions outside of Pictometry's control including weather, aircraft availability, and airspace permissions.
9. **Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, Customer shall not be obligated for Pictometry's performance hereunder or by any provision of this Agreement during any of Customer's future fiscal years unless and until Customer's Board of Supervisors appropriates funds for this Agreement in Customer's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then Customer shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. Customer will notify Pictometry in writing of any such non-appropriation of funds at its election at the earliest possible date.

[END OF NON-STANDARD TERMS AND CONDITIONS]

APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

Color Digital Orthophotography - 6 Inch and 9 Inch GSD

Product Overview:

Seamless digital ortho-mosaic produced from individual frames and tiled to Customer'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

Deciduous Vegetation: less than 30% full bloom

Camera System: Pictometry PentaView Sensor based system, medium format (dual nadir) configuration, dynamic range of 12 bits per band, RGB, resampled to 8 bits during processing

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. 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:

6-inch GSD ortho mosaic tiles (GeoTIFF format, according to specified tiling schema)

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

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

9-inch GSD ortho mosaic tiles (GeoTIFF format, according to specified tiling schema)

9-inch GSD area-wide ortho mosaic (ECW format)

9-inch GSD area-wide ortho mosaic (MrSID format)

FGDC compliant metadata

AT/Survey report

Orthomosaic Accuracy:

6-inch GSD: RMSE(x or y) 1.30 ft, RMSE(r) 1.84 ft; NSSDA (95%) 3.20 ft,

9-inch GSD: RMSE(x or y) 1.50 ft, RMSE(r) 2.12 ft; NSSDA (95%) 3.67 ft,

SECTOR MAPS

