

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



285

FROM: Larry W. Ward, Assessor-County Clerk-Recorder

SUBMITTAL DATE:
October 24, 2012

SUBJECT: Approval of Pictometry International Corporation as a sole source provider without pursuing competitive bids for Aerial Digital Imagery Database/Online Services and Licensed Products that will integrate with the Assessor's existing and future appraisal applications.

RECOMMENDED MOTION: That the Board of Supervisors

- 1) Approve and execute the two year agreement with Pictometry International Corporation for Aerial Digital Imagery Database/Online Services and products, without securing competitive bids, in accordance with Ordinance No. 459.4, in the amount not to exceed \$71,773 for the two year period, and;
- 2) Authorize the Purchasing Agent to execute administrative amendments, including adjustments to the cost provided that the unit cost increases do not exceed the CPI and exercise the options to renew the agreement for two additional two year periods for a for a total of six years.
- 3) Authorize the Assessor-County Clerk-Recorder to administer this Agreement.

BACKGROUND:

Pictometry International is a sole provider of aerial images taken from an oblique perspective and packaged with an application that supports: 1) storage and viewing of images of a location from different compass directions; 2) measurement of elevation, structure height, and ground distance from oblique images; and 3) location of a site by Assessor Parcel Number (APN) or Owner Name."

In compliance with Board Policy H-11 (Acquisition and Management of Information Systems and Services), the Riverside County Technology Standards & Oversight Committee reviewed, and recommended the approval of this proposed information technology acquisition, on August 23, 2012.

(CONTINUED)

Larry Ward
Larry W. Ward, Assessor-County Clerk-Recorder

FINANCIAL DATA	Current F.Y. Total Cost:	\$44,850.40	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Departmental Revenue	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Karen L. Johnson*
Karen L. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: November 6, 2012
 xc: ACR, RCIT, Purchasing, E.O.

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

3.17

Prev. Agn. Ref. Dec 19, 2008 #3.13 | District: A II | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

RCIT Wesley Colburn #02
 Kevin K Crawford, CIO
 Departmental Concurrence
 Purchasing: *Mark Seller*
 Mark Seller, Assistant Director
 Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:
 APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 DATE: 10/30/12

The Honorable Board of Supervisors

RE: Approval of Pictometry International as a sole source provider without pursuing competitive bids for Aerial Digital Imagery Database and Proprietary Software Products that will integrate with the Assessor's existing and future appraisal applications.

October 24, 2012

Page 2 of 2

BACKGROUND (Continued):

The Assessor's mission is to locate, inventory and value all taxable and exempt secured and unsecured property in Riverside County in accordance with the applicable constitutional, legislative and administrative provisions. The Assessor's goal is to provide its appraisal staff the ability to perform accurate and efficient desktop appraisals.

Like many departments in the County, the Assessor has endured a significant reduction in staff despite an increase in overall workload. The biggest increase in work has been in the processing of Decline in Value properties and the processing of Assessment Appeals. Pictometry oblique imagery enables appraisal staff to perform virtual field visits, and quickly determine property characteristics, property condition, and locational attributes from the desk. The implementation of Pictometry's technology will lead to better appraisals and reduction in the number of appeals. The first capture needs to be completed by or as close to December 31, 2012 for the January 1st lien date. The lien date is the annual date the Assessor uses to determine the value of property for assessment purposes. The second and third capture will be used to update images to keep the imaging current.

Imagery resolution is an important factor in the decision making process. The lower the resolution, the better the picture quality remains as a user zooms in on a property. However, lower resolution imagery can be cost prohibitive. Pictometry offers a 9-inch resolution that is not cost prohibitive and meets the Assessor's needs.

Integration with Appraisal Applications

Pictometry is the only oblique imagery product that integrates with the Assessor's existing and future appraisal applications: Matix, GRM, and ESRI. Pictometry mitigates the risk inherent to new system integration.

The county is currently developing a new property tax system, which will replace a 40-year old mainframe system and numerous ancillary applications. Manatron, the vendor selected to implement the new property tax system, is developing a suite of applications that the County will utilize to perform more accurate desktop appraisals. Aerial imagery is an integral part of the new system. Pictometry is the only company providing oblique imagery integrated into Manatron's technology. This means that return on investment would be immediate once Pictometry imagery is acquired because Assessor staff will be able to access property information layered on oblique imagery within one application.

In addition, the County Assessors Clerk-Recorder will also receive Electronic Field Study software (including maintenance and support) and Pictometry Connect (a Pictometry-hosted imagery web or server based application).

PRICE REASONABLNESS:

Pictometry included discount pricing allowances: LTI Grant , Sharing Grant, and Product Grant. The implementation of Pictometry's technology will be a vital resource to the department that will accelerate the valuation process, thus saving appraisers' valuable time. The discounted pricing appears to be reasonable for the benefit of the County.

PRICE REASONABLNESS (Continued):

The County Assessor-County Clerk-Recorder is requesting that the Board of Supervisors approve and execute the agreement with the Pictometry International Corporation for an amount not to exceed \$71,773.50 for the two year period. The cost of the imagery shipment is divided among the two year agreement period therefore \$44,850.40 is due in FY 12/13 and \$26,923.10 is due in FY 13/14 as per payment terms listed in the agreement. This allows the Assessor-County Clerk-Recorder to spread the cost of the imagery between fiscal years to reduce any financial strain to the budget.



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Assessor
P.O. Box 12004
Riverside, CA 92502-2204
(951) 955-6200

County Clerk-Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com
www.riversidetaxinfo.com

Date: October 24, 2012

From: Larry Ward Department/Agency: Assessor-County Clerk-Recorder
Darin Del Pizzo/ George Tabora / James Moore

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Aerial Digital Imagery Data and Software Products

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

- 1. Supply/Service being requested:** Aerial images taken from an oblique perspective and packaged with an application that supports: 1) storage and viewing of images of a location from different compass directions; 2) measurement of elevation, structure height, and ground distance from oblique images; and 3) location of a site by Assessor Parcel Number (APN) or Owner Name. The first capture needs to be completed by or as close to December 31, 2012 for the January 1st lien date. The lien date is the annual date the Assessor uses to determine the value of property for assessment purposes. The second and third capture will be used to update images to keep the imaging current.
- 2. Supplier being requested:** Pictometry International Corporation
- 3. Alternative suppliers that can or might be able to provide supply/service:** None. Pictometry International is a sole provider of aerial images with integrated property identification. Pictometry is the only company to have existing historical oblique imagery of Riverside County.
- 4. Extent of market search conducted:** Pictometry oblique aerial digital imagery database and software products are proprietary.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Pictometry is the only imagery product that integrates with the Assessor's existing and future appraisal applications: Matix, GRM, and ESRI. Pictometry mitigates the risk inherit to a new system integration.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** Pictometry oblique imagery enables appraisal staff to perform virtual field visits and quickly determine property characteristics, property condition, and local attributes from their desk. The implementation of Pictometry's technology will be a vital resource to the department that will accelerate the valuation process, thus saving appraisers' valuable time, lead to better appraisals, and reduction in the number of appeals. With the reduction of field visits by 50% the department will have significant improvement in efficiency.



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7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The projected cost for the aerial imagery implementation is \$119,358. A Cost/Benefit Analysis compares the Aerial Imagery implementation cost versus the labor cost attributed to field visits utilizing an Appraiser II and Appraiser Technician. The results show a payback on the investment within 13 months. In addition, Pictometry included discount pricing allowances: LTI Grant, Sharing Grant, and a Product Grant. For the first capture, the LTI Grant and Sharing Grant were applied to the *Imagery-Community* (9-inch mosaic tile framed images – per sector). The List Price is \$75.00. The Discount Price is \$63.75. Quantity ordered is 1114. A savings of \$12,532.00. The project grant was applied to *Pictometry Connect -100* (provide 100 users the ability to logon and access Pictometry-hosted imagery licensed to the customer via a web application). The List Price is \$3,000. The Discount Price was at no cost \$0. A savings of \$3,000.00. The discounted pricing appears to be reasonable for the benefit of the County. The total contract amount to Pictometry is \$71,773.00 over 2 years. Total cost for FY 12/13 is \$44,850.40. Total cost for FY 13/14 is \$26,923.10.

PAYMENT TERMS

FIRST CAPTURE

Due at Signing	\$17,927.31
Due at Shipment of Imagery	\$26,923.09
Due at First Anniversary of Shipment of Imagery	\$26,923.10

Total Payments **\$71,773.50**

SECOND CAPTURE

Due at Shipment of Imagery	\$37,975.50
Due at First Anniversary of Shipment of Imagery	\$37,975.50

Total Payment **\$75,951.00**

THIRD CAPTURE

Due at Shipment of Imagery	\$40,064.25
Due at First Anniversary of Shipment of Imagery	\$40,064.25

Total Payment **\$80,128.50**

8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No. ACR has the option to renew Agreement for two (2) additional two-year periods, renewable in two year increments. ACR (Licensee) will not be liable for any of the remaining flight capture.
9. **Period of Performance:** 01/1/2013 – 12/31/2015
(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

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www.riversidetaxinfo.com

Larry Ward

Department Head Signature

10-29-2012

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 44,850
through 12-31-2019

One time Annual Amount

[Signature]

Date

10-29-12

Approval Number

(Reference on Purchasing Documents)

13-202

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP.
AND
RIVERSIDE ASSESSOR**

DESCRIPTION OF PRODUCTS (the "Products"):

Section A: Licensed Products
Section B: Product Terms, Conditions, and Specifications

TERM OF AGREEMENT (the "Term"):

Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

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

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

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
4080 Lemon Street, 6th Floor	100 Town Centre Drive, Suite A
Riverside, CA 92502	Rochester, NY 14623
Attn: Peter Aldana,	Attn: Director, Contract Administration
Phone: (951) 486-6776 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

AGREEMENT:

This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth in Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

PARTIES:

"LICENSEE"	"PICTOMETRY"
NAME:	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME: JOHN TAVAGLIONE	NAME: Linda B. Salpiti
TITLE: CHAIRMAN, BOARD OF SUPERVISORS	TITLE: Senior Vice President, Finance
DATE: NOV 06 2012	DATE: 10/24/12

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

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE: 10/24/12

ATTEST:

KEGIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

NOV 06 2012 3:17

SECTION A

LICENSED PRODUCTS

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

ORDER #
C122020

BILL TO
Riverside County, CA Assessor
Peter Aldana
4080 Lemon Street, 6th Floor
Riverside, CA 92502
(951) 486-6776
paldana@asrckrec.com

SHIP TO
Riverside County, CA Assessor
Peter Aldana
4080 Lemon Street, 6th Floor
Riverside, CA 92502
(951) 486-6776
paldana@asrckrec.com

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A116630	DPeck	6 years	3

FIRST CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
23079	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	\$0.00		\$0.00
1114	IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 9-inch GSD ortho mosaic tiles, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +5/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Refer to attached terms and conditions.	\$75.00	\$63.75 LTI Grant & Sharing Grant	\$71,017.50
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.	\$199.00		\$199.00
1114	Mosaic Tile Area-wide in ECW Format - 9in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$557.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect-100	Pictometry Connect-100 provides 100 users the ability to login and access Pictometry-hosted imagery licensed to the customer via a web application or server based integration. The default deployment for this account is through Pictometry Online. Term is as listed below and begins from date of activation. Includes unlimited access to Pictometry-hosted imagery licensed to the customer only. License Term: 1 Year(s)	\$3,000.00	\$0.00 Product Grant	\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
SUBTOTAL - FIRST CAPTURE					\$71,773.50

SECOND CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached	\$0.00		\$0.00

		Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.			
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1114	IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 9-inch GSD ortho mosaic tiles, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Refer to attached terms and conditions.	\$75.00	\$67.50 LTI Grant	\$75,195.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1114	Mosaic Tile Area-wide in ECW Format - 9in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$557.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
SUBTOTAL - SECOND CAPTURE					\$75,951.00

THIRD CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1114	IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 9-inch GSD ortho mosaic tiles, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Refer to attached terms and conditions.	\$75.00	\$71.25 LTI Grant	\$79,372.50
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.	\$199.00		\$199.00
1114	Mosaic Tile Area-wide in ECW Format - 9in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$557.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
SUBTOTAL - THIRD CAPTURE					\$80,128.50

Thank you for choosing Pictometry as your service provider.	TOTAL	\$227,853.00
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This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B as those terms and conditions may be amended from time to time by Pictometry in accordance with their terms. By signing this Order Form Customer agrees to the General Terms and Conditions as part of this order. To the extent of any conflict between the terms and conditions set forth on this Order Form and those set forth in the General Terms and Conditions the terms and conditions of this Order form shall prevail.

PAYMENT TERMS

FIRST CAPTURE

Due at Signing	\$17,927.31
Due at Shipment of Imagery	\$26,923.09
Due at First Anniversary of Shipment of Imagery	\$26,923.10

Total Payments	\$71,773.50
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SECOND CAPTURE

Due at Shipment of Imagery	\$37,975.50
Due at First Anniversary of Shipment of Imagery	\$37,975.50

Total Payments	\$75,951.00
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THIRD CAPTURE

Due at Shipment of Imagery	\$40,064.25
Due at First Anniversary of Shipment of Imagery	\$40,064.25

Total Payments	\$80,128.50
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SECTION B

PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

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

Notwithstanding anything herein to the contrary:

1. This Agreement gives Pictometry the authorization to perform the first flight outlined in this Agreement. This Agreement is for a 2 year term and includes 2 2-year renewal options. The terms of this Agreement for the second and third image captures are contingent upon sufficient appropriations and authorization being made by Riverside County. Since the future image captures are at the county's option, a lift of contingency letter from the county indicating that funding for obliques is approved will be provided to Pictometry prior to beginning the second and third image capture. Upon receiving this contingency lift by the county, Pictometry will perform the indicated image capture at the pricing and terms in this Agreement.

2. Licensee acknowledges that Pictometry will provide the existing imagery on a separate media drive and Licensee will return such drive to Pictometry within 30 days after delivery.

EXHIBIT 1 is attached to this Agreement. Where conflicts may occur between EXHIBIT 1 and this Agreement, EXHIBIT 1 shall prevail.

MODIFICATIONS TO LICENSE AGREEMENT

Where conflicts may exist between the following language and the Standard Terms and Conditions of Section B and/or the License Agreement, this portion of Section B shall supercede and take precedence.

Page 1: The last sentence in the first paragraph of the Fees and Payment Terms section shall be deleted

Page 1: The last sentence in the first paragraph of the Agreement section shall be deleted

In the Pictometry Online Services General Terms and Conditions section of Schedule B: Article 6.1. In the first sentence, the word immediately shall be changed to 30 days.

In the Pictometry Online Services General Terms and Conditions section of Schedule B: Article 6.1. The last sentence in the paragraph is deleted.

In the Pictometry Online Services General Terms and Conditions section of Schedule B: Article 6.6. All references to State of New York shall be changed to State of California. All references to Monroe County shall be changed to Riverside County. The following words shall be deleted from the last sentence of this paragraph: ...or the U.S. District Court for Western New York, as applicable.

In the Pictometry International Corp. Software License Agreement, the following sections are deleted in their entirety and replaced with corresponding sections in EXHIBIT 1: Termination, Governing Law, Force Majeure and Waiver.

In the Pictometry General License Agreement, the following sections are deleted in their entirety and replaced with corresponding sections in EXHIBIT 1: Articles 7.2., 7.3., 10.2., 10.3., and 10.6.

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

PRODUCT PARAMETERS

IMAGERY – FIRST CAPTURE

Product: Existing Imagery
Ortho Tile Projection: Lat-Lon, WGS84
Ortho Tile Format:
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions: CACAGU11, CARIVE09_EMWD, CARIVE09_INDIO, CARIVE09_MIRAGE, CARIVE09_CITY_OF_PALM_, CARIVE09_CAHUILLA_INDIA, CARIVE09_METRO_SPEC, CARIVE06_Spring, CARIVE06_Fall, CARIVE06

Ortho Tile Format - TIFF

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector
Ortho Tile Projection: Lat-Lon, WGS84
Ortho Tile Format:
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions: Ortho Tile Format - TIFF

IMAGERY – SECOND CAPTURE

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector
Ortho Tile Projection: Lat-Lon, WGS84
Ortho Tile Format:
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions: Ortho Tile Format - TIFF

IMAGERY – THIRD CAPTURE

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector
Ortho Tile Projection: Lat-Lon, WGS84
Ortho Tile Format:
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions: Ortho Tile Format - TIFF

CONNECT – FIRST CAPTURE

Product: Pictometry Connect-100
Admin User: Peter Aldana
Admin User Email: paldana@asrcrkrec.com
Requested Activation: Upon contract approval
Geofence: CA Riverside
Special Instructions:

STANDARD TERMS AND CONDITIONS

LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

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

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

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

Digital Imagery Specifications:

Dimensions and Resolution

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

Sector Tiles

One-Meter Sector Tiles

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

12 inch Sector Tiles

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

9 inch Sector Tiles

Footprint: 5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size: 0.75 feet/pixel (0.2286 meters/pixel)
Source Imagery: Community Orthogonal (nominal 9 inch / 22.5 cm) and/or Neighborhood Orthogonal
Radiometry: Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.): 12,000 KB (JPG format)

6 Inch Quarter Sector Tiles

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

4 Inch Quarter Sector Tiles

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

General Specifications:

Orthogonal Images

Image Format	Industry-standard image format with proprietary image trailer.
Image Quality	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
Measurement Accuracy	<0.5% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch). 0.035 degrees absolute (heading)
Ortho-Rectification	The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
Image Export	JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard

formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.

Image Tiling

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

Oblique Images

Image Format

Industry-standard image format with proprietary image trailer.

Image Quality

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

Measurement Accuracy

<0.75% measurement error, excluding user pixel selection error

Pixel Placement Accuracy

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

Sensor Orientation

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

Sensor Positional Accuracy

mean 15cm absolute

Sensor Directional Accuracy

0.015 degrees absolute (roll/pitch)
0.035 degrees absolute (heading)

Image Export

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

Notes

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

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

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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.

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.

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.

PICTOMETRY INTERNATIONAL CORP. GENERAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the date set forth above (the "Effective Date") by and between Pictometry International, Corp., a Delaware corporation with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and the Licensee.

Intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

1. **ARTICLE – DEFINITIONS** for purposes of this Agreement:
 - 1.1 **"Pictometric Licensed Images"** ("Licensed Images") means orthogonal and oblique digital images of portions of the earth's surface, captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
 - 1.2 **"Community Images"** ("CI") means a set of views, each covering an entire Image Sector. One view from directly overhead and other views from different oblique angles.
 - 1.3 **"Neighborhood Images"** ("NI") means a set of overlapping, orthogonal and oblique views blanketing the entire sector, providing for a higher degree of detail than Community Images.
 - 1.4 **"Image Sector"** means a portion of an image collection project and defined as approximately one square mile in area.
 - 1.5 **"Geographic MetaData"** ("Metadata") means data supplied by Pictometry that is captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
 - 1.6 **"Electronic Field Study"** ("EFS") means a proprietary software and file structure package that allows for the display, navigation, measurement, annotation and analysis of Pictometric Licensed Images.
 - 1.7 **"Pictometry Licensed Software"** ("Licensed Software") means any proprietary software provided by Pictometry. This includes, but is not limited to, programs such as EFS and Change Analysis and program modules such as 911 or GIS integration / interfaces.
 - 1.8 **"Image Warehouse"** ("IW") means a hierarchical storage system of Pictometric Images, as well as data and elevation models, that allows fast, random access by geo-location.
 - 1.9 **"Digital Elevation Model"** ("DEM") means a general definition for a file containing ground elevation data. This may be a digital elevation model, a digital terrain model, or a reflective surface model and is meant to encompass all means of production, including LIDAR and stereo pairs.
 - 1.10 **"Licensed Documentation"** ("Documentation") means written and/or electronic materials containing instructions and other information related to the use of the Licensed Images and the Licensed Software.
2. **ARTICLE – GENERAL**
 - 2.1 **Licensed Products.** This Agreement pertains to the particular Images described in Section A and Section B and attached to this Agreement (the "Licensed Images"), the particular copies of the Software listed in Section A and Section B (the "Licensed Software"), the associated Metadata (the "Licensed Metadata"), and the DEM described in Section A and Section B attached to this Agreement (the "Licensed DEM"), all of which, along with the Documentation, are together referred to as the "Licensed Products". The terms and conditions of this Agreement may also apply to other products or services that may from time to time be licensed from Pictometry by the Licensee.
 - 2.2 **System Installation.** Pictometry shall install a copy of the Licensed Products on storage media either provided by Licensee or purchased from Pictometry, as specified in Section A. With the assistance of Pictometry, the Licensee will install the Licensed Products from that media onto computers, including server computers. The Licensee will be responsible for assuring that the computer system being used for these purposes will satisfy the minimum system requirements set forth on Section B. Licensee and its Authorized Subdivisions (as provided in Section 2.4) may use and execute the Licensed Software for official purposes only.
 - 2.3 **Data.** Licensee agrees that Pictometry may audit Licensee's use of the Licensed Software and agrees to the sharing of supplementary data with Pictometry for the purpose of improving future software versions, providing for additional tools and enhancing the value of the software to the Licensee. Pictometry shall not transfer any data collected to any third party. Pictometry shall preserve at all times the confidentiality of information pertaining to data collections where the information is not in the public domain.
 - 2.4 **Licensee May Authorize Subdivisions and Users.** The Licensee may authorize any department, sub unit, or location within the Licensee (hereinafter "Authorized Subdivisions") to have the Licensed Products installed on computers owned (or leased) and used by those Authorized Subdivisions. The installation of the Licensed Imagery and EFS, and the training of the Licensee and Authorized Subdivision Personnel ("Authorized Users"), may be performed only by Pictometry or by the Licensee's employees who have received special training from Pictometry. All Authorized Subdivisions and Authorized Users shall operate under this Agreement as agents of the Licensee and comply with all obligations of Licensee with respect to the use and distribution of the Licensed Products, and Pictometry may look to the Licensee alone for assuring compliance with the terms and conditions of this Agreement. Licensee agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products (other than as described in Article 3.1 of this Agreement), (b) that it will not allow access to any of the Licensed Software except through

Licensee and Authorized Subdivisions workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.

3. ARTICLE - GRANT OF LICENSE

3.1 **License Grant, Uses and Certain Fees.** In consideration for the payment of the License Fees provided for in Article 4 below, and subject to the other terms and conditions of this Agreement, Pictometry hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:

- (a) **Installation.** To install the Image Warehouse on servers and install related Licensed Products on workstations, all of which shall be owned (or leased) by, shall be located on the owned or leased property of, shall be under the control of, and shall be used only by the Licensee or by Authorized Subdivisions. None of the Licensed Products (except Licensed Images) shall be accessed except through such designated servers and workstations.
- (b) **Documentation.** To copy and use the related Documentation included in the Licensed Products in connection with the activities described in this Section 3.1.
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3.2 **Limitations on License.** Licensee agrees: (a) that nothing under this Agreement authorizes it to engage in any service bureau work, to exercise or provide any multiple-user license, or to enter into any time-sharing arrangement, except as expressly authorized with respect to Authorized Subdivisions, (b) that Licensee will not authorize or allow any remote access, by any unauthorized persons, to the Licensed Products except as expressly provided in this Agreement for Licensee and Authorized Subdivisions workstations, (c) that Pictometry shall not be obligated to revise, improve, or otherwise change the Licensed Software in any way, (d) that the Licensee is responsible for selecting Authorized Users who are qualified to operate the Licensed Products on licensee workstations and are familiar with the Licensed Products and trained as provided in Section 2.3, (e) that the Licensee and its Authorized Subdivisions may not copy, download, store, publish, transmit, transfer, sell, or otherwise install or use the Licensed Products (except for Licensed Images) in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with Pictometry's prior written permission, or (iii) to the extent not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107). Licensee agrees that it will deliver to all recipients of any hard copies, and to any other persons who may have access to any of the Images, all such disclaimers and other information so as to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products. For purposes of this Agreement, service bureau work shall be deemed to include, without limitation, use of the Licensed Products to process or to generate output data for the benefit of or for purposes of, rendering services to, any third party over the internet or other public communications medium. Authorized access through designated servers and workstations includes remote access by Licensee's employees for the business/governmental purposes of Licensee.

3.3 **Pictometry's Reserved Rights.** Pictometry reserves the right, at its sole discretion and without liability to Licensee, to create new versions of, or modules, with additional functionality for any part of the Licensed Products, which may be acquired on a nonexclusive basis by Licensee under a separate agreement. Pictometry may, in addition, produce upgrades to enhance operations of the Licensed Products, which will be supplied without additional cost to Licensee during the initial term of this License Agreement.

4. ARTICLE - LICENSE FEES

4.1 **License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the fees described in this Agreement (altogether the "License Fees") and payment shall be made as provided in Section A. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. All License Fees shall be earned on the date Licensed Products are shipped.

5. ARTICLE - OBLIGATIONS OF LICENSEE

5.1 **Geographic Data.** If available, Licensee agrees to provide to Pictometry geographic data in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps, tax parcel maps, centroids, etc., which data, to the extent practicable, shall be incorporated into the Image Library licensed to the Licensee. Licensee agrees that any of this data that is owned by the Licensee, may be distributed by Pictometry with the Image Library that is used in the Pictometry Online product and in licensing the Image Library to other licensees. At no time shall Pictometry claim ownership of that data.

5.2 **Notification.** Licensee will: (a) notify Pictometry in writing of any claim or proceeding involving any of the Licensed Products within ten (10) days after Licensee learns of the claim or proceeding; and (b) report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

6. ARTICLE - ASSIGNMENT

6.1 **General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, but shall not be assignable by either party except as provided in Sections 6.2 and 6.3 below.

6.2 **Assignment By Licensee.** This Agreement will not be assignable by Licensee, and Licensee may not delegate its duties hereunder without the prior written consent of Pictometry.

6.3 **Assignment By Pictometry.** Pictometry shall have the right to assign its rights to receive License Fees under this Agreement, but no such assignment shall affect Pictometry's obligations hereunder. In addition, Pictometry shall have the right to assign all its rights to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement. Except as provided above in this Section 6.3, this Agreement will not be assignable by Pictometry.

7. ARTICLE - DURATION AND TERMINATION OF LICENSE

7.1 **Initial Term.** The initial term of this Agreement shall commence upon the shipment of substantially all of the Image Warehouse and the initial term shall expire as indicated on Section A, unless the parties enter into a written agreement extending that initial term. At the end of that initial term of this Agreement, and after all License Fees for the initial term have been paid, this License shall automatically convert to a royalty-free, perpetual license and Pictometry shall allow the Licensee to keep, use, and operate the Licensed Products forever. Licensee will be responsible for ongoing support/maintenance/upgrade fees for this Perpetual License unless the Licensee has renewed this License for additional Image Libraries. Under the Perpetual License, Licensee's obligations under this agreement shall continue in perpetuity except for its obligations to pay License Fees. Pictometry shall have no obligations under this Agreement except for those with regard to the additional Support, Upgrades and Maintenance for their Licensed Software. If Licensee renews this License Agreement for an additional term, all support, upgrades and maintenance on Licensed Products under a perpetual license shall

be provided at no charge to Licensee during the term of the renewal. Effective as of the expiration of the initial term as provided in Section A, Licensee will no longer be able to add images to the existing Image Library unless a renewal occurs.

7.2 Termination for Cause. This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement, and if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.

7.3 Effect of Termination. Upon termination of this Agreement as provided in Section 7.2 above, Licensee shall immediately cease any and all further use of the Licensed Products and shall promptly purge all copies of the Licensed Products from all computers and workstations on which any of them may be stored or available at the time. Within thirty (30) days of the date of termination of this Agreement, Licensee shall also pay Pictometry all amounts, if any, due hereunder. The provisions of Articles 6, 7, 8, 9 and 10 of this Agreement shall survive any termination of this Agreement.

8. ARTICLE - INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

8.1 Licensed Products. The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to any Licensed Images, Licensed Metadata, Licensed Software, Licensed DEM and Licensed Documentation provided under this Agreement and all copyrights, patents, trademarks, trade names, logos, trade secrets, and other proprietary rights in or associated with each of the Licensed Products (altogether the "Proprietary Rights"). Licensee agrees; (a) that it will never assert or claim any interest in, or do anything that may adversely affect the validity of, or infringe on, or affect Pictometry's right, title, and interest in, any Proprietary Right, and (b) that it will use reasonable efforts to protect the Proprietary Rights, including placing or maintaining all copyright, patent, and other notices and other indications of Pictometry's ownership thereof on all Licensed Products and on all copies of Licensed Images and all other property of Pictometry when instructed by Pictometry, and (c) that it will notify Pictometry promptly after learning about any actual or suspected breach of any Proprietary Rights.

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9.2 Disclaimer of Other Warranties. Except as provided in Section 9.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS". PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

9.3 Limitations and Exclusions of Remedies. The remedy set forth in Section 9.1 is the sole and exclusive remedy provided for breach of the warranty given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing current Licensed Images, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, OR IMAGES (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 BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 Imagery Specifications. Ground Sample Distance ("GSD") may be affected by Air Traffic Control or terrain restrictions. Images shall have an unobstructed view of the ground. In controlled airspace around airports (and other areas) and in areas of rapid elevation changes, the image footprint sizes and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Pictometry's Orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements. Pictometry data, however, are not intended for authoritative or definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery.

10. ARTICLE - GENERAL

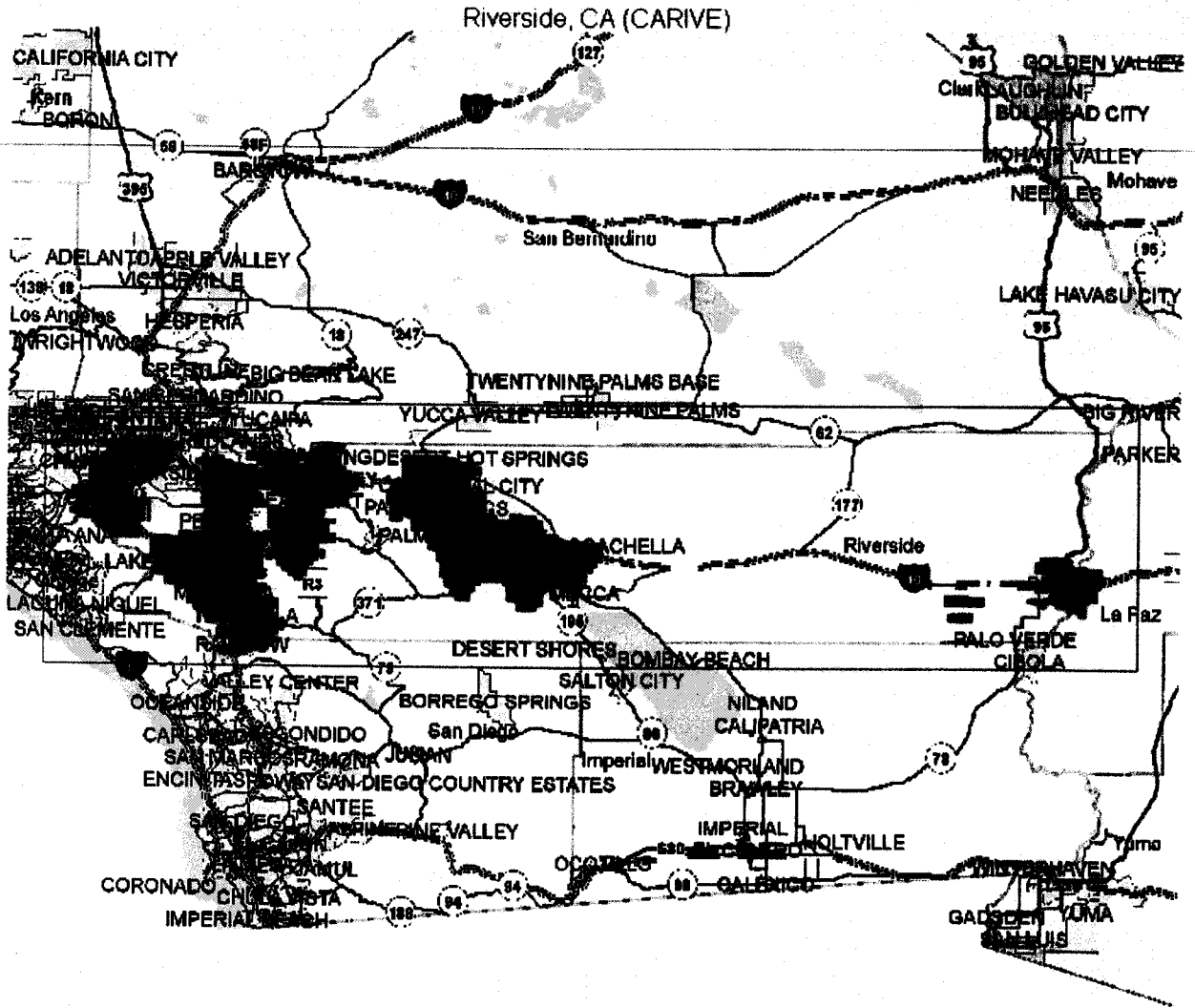
10.1 Rights of Others. This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.

10.2 Waiver. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

10.3 Notices. All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, courier service, or confirmed facsimile transmission at the address of the receiving party set forth in this agreement (or at such different address as may be designated by one party by written notice to the other). All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and all notices and demands shall be deemed complete upon receipt.

10.4 Export Control. Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the United States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, termination, or discharge of this Agreement.

- 10.5 Severability.** 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.
- 10.6 Force Majeure.** Pictometry shall not be responsible for any failure 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, 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 the delivery of Licensed Products for a period equal to the time of the delay.



Community Sectors: 0 Neighborhood Sectors: 1114

EXHIBIT 1

1. Alteration or Changes to the Agreement

This Agreement, made by and between PICTOMETRY, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

1.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

2. Termination

2.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. Upon such termination, Licensee shall discontinue use of all Licensed Products, purge all Licensed Products from its computers/servers and return all Licensed Products to Pictometry (Contractor)

2.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

2.3 After receipt of the notice of termination, CONTRACTOR shall stop all work under this Agreement on the date specified in the notice of termination.

2.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

2.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

2.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

3. **Conduct of Contractor**

3.1 The CONTRACTOR covenants that it presently has interest, including, but not limited to, other projects or contracts, and shall acquire any such interest, direct or indirect, which may conflict in some manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

3.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

3.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

4. **Inspection of Service; Quality Control/Assurance**

4.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms

of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may terminate this Agreement for default. Under such termination, COUNTY shall discontinue use of all Licensed Products, purge all Licensed Products from its computers/servers and return all Licensed Products to Pictometry (Contractor). Upon receipt of such Licensed Products, CONTRACTOR shall refund COUNTY for any fees paid for these Licensed Products.

4.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

5. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

6. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

7. Disputes

7.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be non-binding. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

8. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

9. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity County level or below, special district, and related non-profit entity in Riverside County as long as comparable products are purchased. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to

CONTRACTOR for other entities' purchases. Licensed Products may be shared with State or Federal Emergency Management entities in the case of an emergency affecting COUNTY.

10. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

11. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the Assessor's Agreement, payment terms, deliveries, invoicing or payments.

12. Confidentiality

12.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

12.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the

COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

13. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

14. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside
Purchasing and Fleet Service
Attn: Ines Mark
29080 Washington St.
Riverside, CA 92504

County of Riverside
Assessor-County Clerk-Recorder
Attn: James Moore
PO Box 751
Riverside, CA 92502-0751

CONTRACTOR

PICTOMETRY INTERNATIONAL CORP
Attn: Carol DeVico
100 Town Centre Drive
Rochester, NY 14623

15. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

16. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

17. Hold Harmless/Indemnification

17.1 Pictometry agrees to defend, indemnify, and hold harmless COUNTY from all claims and liabilities that are directly the result of acts, errors or omission on the part of Pictometry whereby the County is also held liable by a Third Party due to its contractual association with Pictometry, its employees or agents. CONTRACTOR shall not defend, indemnify, or hold harmless COUNTY from any and all claims caused in full or in part by misuse of the Licensed Products by COUNTY.

17.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S

indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

17.3 Subject to Article 17.1., the specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

17.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

17.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

18. Insurance

18.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

18.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than

\$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

18.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

18.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

18.5 Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

18.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager

waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or

deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

19. General

19.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

19.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

19.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

19.4 CONTRACTOR may provide partial delivery or shipment of services or products as stated in this Agreement.

19.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

19.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

19.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

19.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

19.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

19.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

19.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

20. Governing Law/ Severability

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21. Licensing and Permits

Contractor shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the County. Contractor warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

22. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23. Availability of Funding

The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of county funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of each

calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Contractor in writing, cease use of all Licensed Products, purge Licensed Products from its computers/servers and return Licensed Products to Pictometry. Upon receipt of these Licensed Products, this Agreement shall be deemed terminated.

24. Waiver of Default

Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.