

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Jody DuPree  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

June 19, 2012

**M E M O**

TO: Board of County Commissioners

FR: Dale Williams, County Manager

A handwritten signature in black ink, appearing to read "Dale", written over the printed name "Dale Williams, County Manager".

RE: June 21, 2012 Agenda - Additions

1.) Pictometry (Aerial Photography) Contract -

Columbia County is required by law to provide aerial photography. This is the photography used by the Property Appraiser, Department of Revenue, Department of Transportation and others. The county is required to provide new photography in 2013.

The county has the option of purchasing the required photography now. By purchasing now, the county can purchase a higher quality aerial at 2010 pricing. If the county waits until 2013, the cost of the photography will increase. The increase will be from \$150 to \$175 per photograph. The total cost to purchase now is \$122,448.

2.) Request to Enter Private Property -

To make drainage improvements at 5-6 S.W. Putter Glen

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.  
AND THIRD THURSDAY AT 7:00 P.M.



## Dale Williams

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**From:** Carl Decator [carl.decator@pictometry.com]  
**Sent:** Wednesday, June 13, 2012 7:41 PM  
**To:** Dale Williams  
**Cc:** Ray Hill  
**Subject:** Pictometry

I met with Ray today to discuss a renewal of our agreement to fly the county.

We are proposing to provide the county with substantially better quality imagery at the same price we did the flight in 2010. Specifically, we're offering 9" imagery at the price we did 12" imagery in 2010.

I have a bit of a sense of urgency: this proposal protects Columbia County from a rumored price increase that may occur sometime after the beginning of our new fiscal year (1 Aug). We can structure payments that no money would be due until after the beginning of your new fiscal year.

I'm sure that you have many questions for me. I can be in Lake City late next week or anytime the week of the 25<sup>th</sup>.

I look forward to seeing you then.

Best regards

Carl J. Decator  
FL & GA District Manager  
TEL: 813.928.2871



<http://www.pictometry.com/futureview/>

NOTICE: This message is covered by the Electronic Communications Privacy Act, Title 18, United States Code, Sections 2510-2521. This e-mail and any attached files are the exclusive property of Pictometry International Corp., are deemed privileged and confidential, and are intended solely for the use of the individual(s) or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or believe that you have received this message in error, please delete this e-mail and any attachments and notify the sender immediately. Any other use, re-creation, dissemination, forwarding or copying of this e-mail is strictly prohibited and may be unlawful.

**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP.  
AND  
COLUMBIA COUNTY, FL**

**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.

**FEES 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.

<b>LICENSEE NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
153 N.E. Madison Street	100 Town Centre Drive, Suite A
PO Box 1653	
Lake City, FL 32056-1653	Rochester, NY 14623
Attn: Marlin Feagle, Attorney	Attn: Director, Contract Administration
Phone: (386) 752-7191 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 on 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:**

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

**SECTION A****LICENSED PRODUCTS**

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

ORDER #

C117412

<b>BILL TO</b>
Columbia County, FL
Ray Hill
Columbia County E O C
Lake City, FL 32055
(386) 758-1005
ray_hill@columbiacountyfla.com

<b>SHIP TO</b>
Columbia County, FL
Todd Manning
135 NE Hernando Avenue
Suite 238
Lake City, FL 32055
(386) 758-1005

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A116486	CDeca	3 years	1

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
797	AccuPLUS 9in - Per Sector - Custom Area	Product includes: 9-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 9-inch GSD area-wide ortho mosaic (ECW format), 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.	\$150.00		\$119,550.00
1	AccuPLUS Project Fee - CUSTOMER LIDAR	AccuPLUS project fee for projects with customer-supplied DTM	\$2,500.00		\$2,500.00
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
2	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		\$398.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$122,448.00
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**PAYMENT TERMS**

Due at Shipment of Imagery \$40,816.00  
Due at First Anniversary of Shipment of Imagery \$40,816.00  
Due at Second Anniversary of Shipment of Imagery \$40,816.00

Total Payments \$122,448.00

## SECTION B

## PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

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

**FL DOR:** AccuPlus, 12 inch GSD resolution, shall be certified to meet FL DOR specifications; Licensee shall have the right to provide a copy of the ortho tiles (MrSID and TIFF format) on the second hard drive, in accordance with FL DOR requirements.

**SURVEYOR ACCURACY REPORT:** A copy of a Surveyor Report containing all required accuracy statements and certifications prepared by a Florida licensed Surveyor shall be delivered to the Licensee.

### PRODUCT PARAMETERS

#### ACCUPLUS IMAGERY

<b>Product:</b>	<b>AccuPLUS 9in - Per Sector - Custom Area</b>
<b>Ortho Tile Projection:</b>	State Plane, NAD83 – HARN
<b>Ortho Tile Format:</b>	TIFF
<b>Units:</b>	Feet
<b>Elevation Source:</b>	USGS
<b>Coverage Area Format:</b>	
<b>Leaf:</b>	Less than 30% leaf cover (Off)
<b>Special Instructions:</b>	

### STANDARD TERMS AND CONDITIONS

#### EAP

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

- A. Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.
- B. Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:
- Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - Tornado:** imagery of areas impacted by Tornadoes with ratings of EF4 and above. Coverage for tornadoes below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- C. Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

#### ACCUPLUS

### AccuPlus Premium Ortho-Mosaic and 4-Way Obliques

Customer must provide coverage area definition in electronic format (i.e., shape files, KML, DXF, etc.). Inquire about other formats.

### TECHNICAL SPECIFICATIONS: AccuPlus Premium Ortho-Mosaic

#### Product Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme. Available at 3-inch, 4-inch, 6-inch, and 12-inch GSD.

#### Acquisition:

Flight plans will be prepared to capture image frames with nominal 60% forward overlap and nominal 30% sidelap in order to provide sufficient overlap for automatic aerial triangulation and mitigation of building lean in orthophotography produced. Source imagery will be acquired during times of optimal environmental conditions. Imagery will generally be captured when solar altitude is 30 degrees or greater and/or by using the most optimal four-hour window, except where capture season offers significantly longer window. Imagery will be acquired with ground free of snow cover and deciduous vegetation less than 30% of full bloom. Frames with clouds will be rejected and reflown. Any planned deviation from these conditions imposed by capture window constraints will be discussed with client prior to commencement of acquisition.

#### Camera:

Pictometry utilizes its USGS certified, custom designed mapping camera incorporating a Kodak sensor and custom designed photogrammetric lenses. The sensor is fully calibrated according to Pictometry's USGS approved calibration process. Pictometry's sensor provides a dynamic range of 12 bits per band, RGB (resampled to 8 bits during processing).

#### Ortho-Rectification:

Prior to the production of orthophotography, Pictometry will perform automatic aerial triangulation, utilizing the directly observed Exterior Orientations (EOs) and ground control points (GCPs), measured by a licensed surveyor, for the purpose of orienting the individual frames for creation of the final ortho imagery. In addition to the GCPs, sophisticated matching techniques will be employed to automatically create tie points for use in performing a bundle adjustment. Pictometry will utilize best available Digital Terrain Models, combined with the calibrated camera interior orientations, ground control points, and triangulated EOs to rectify the images. When the rectification requires a resampling of the source imagery, a cubic convolution method will be utilized.

#### Horizontal Accuracy:

3" AccuPlus: RMSE<sub>r</sub> = 1.41 ft., NSSDA (95%) = 2.5 ft., meets or exceeds NMAAS 1" = 100'

4" AccuPlus: RMSE<sub>r</sub> = 1.63 ft., NSSDA (95%) = 2.8 ft., meets or exceeds NMAAS 1" = 100'

6" AccuPlus: RMSE<sub>r</sub> = 1.85 ft., NSSDA (95%) = 3.2 ft., meets or exceeds NMAAS 1" = 100'

12" AccuPlus: RMSE<sub>r</sub> = 4.40 ft., NSSDA (95%) = 6.5 ft., meets or exceeds NMAAS 1" = 200'

#### Mosaic:

Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Once the mosaic has been produced, the imagery will be tiled and named according to the customer provided (or Pictometry generated) schema for delivery.

#### Deliverables:

All deliverables in customer preferred coordinate system.

- Project-wide seamless mosaic in ECW (or MrSID if requested) format
- Tiled imagery according to customer provided tiling scheme – available as TIFF, GeoTIFF or JPG
- FGDC compliant metadata

### LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

**Imagery:** Licensed Images procured with a high resolution digital camera and nominal GSD as is indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PML format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

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

Pentium 4, 1.3 GHz or greater processor. 512 MB RAM (1 GB or more recommended for XP, 2 GB 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: 16 MB graphics. 32 bit color quality and 1024x768 screen resolution.

100 Mbps - NIC (network deployments). 250 MB available hard disk space (EFS R1.14)

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

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

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

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

connection.

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

### **Digital Imagery Specifications**

#### **Dimensions and Resolution:**

All values are approximate 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.):** 8,000 KB (JPG format)

##### **12 inch Sector Tiles**

**Footprint:** 2,640 x 2,640 feet (805 x 805 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.):** 20,900 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.):** 83,500 KB (JPG format)

#### **General Specifications:**

##### **Orthogonal Images**

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.	
<b>Image Quality</b>	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.	
<b>Measurement Accuracy</b>	<0.5% measurement error, excluding user pixel selection error	
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.	
<b>Sensor Orientation</b>	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.	
<b>Sensor Positional Accuracy</b>	mean 15cm absolute	
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch).	0.035 degrees absolute (heading)
<b>Ortho-Rectification</b>	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.	
<b>Image Export</b>	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.	
<b>Image Tiling</b>	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**

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.
<b>Image Quality</b>	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.

<b>Measurement Accuracy</b>	<0.75% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.
<b>Sensor Orientation</b>	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.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
<b>Image Export</b>	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 NMAAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

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

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

## **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 Meta Data" ("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:
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  - (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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### 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

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- 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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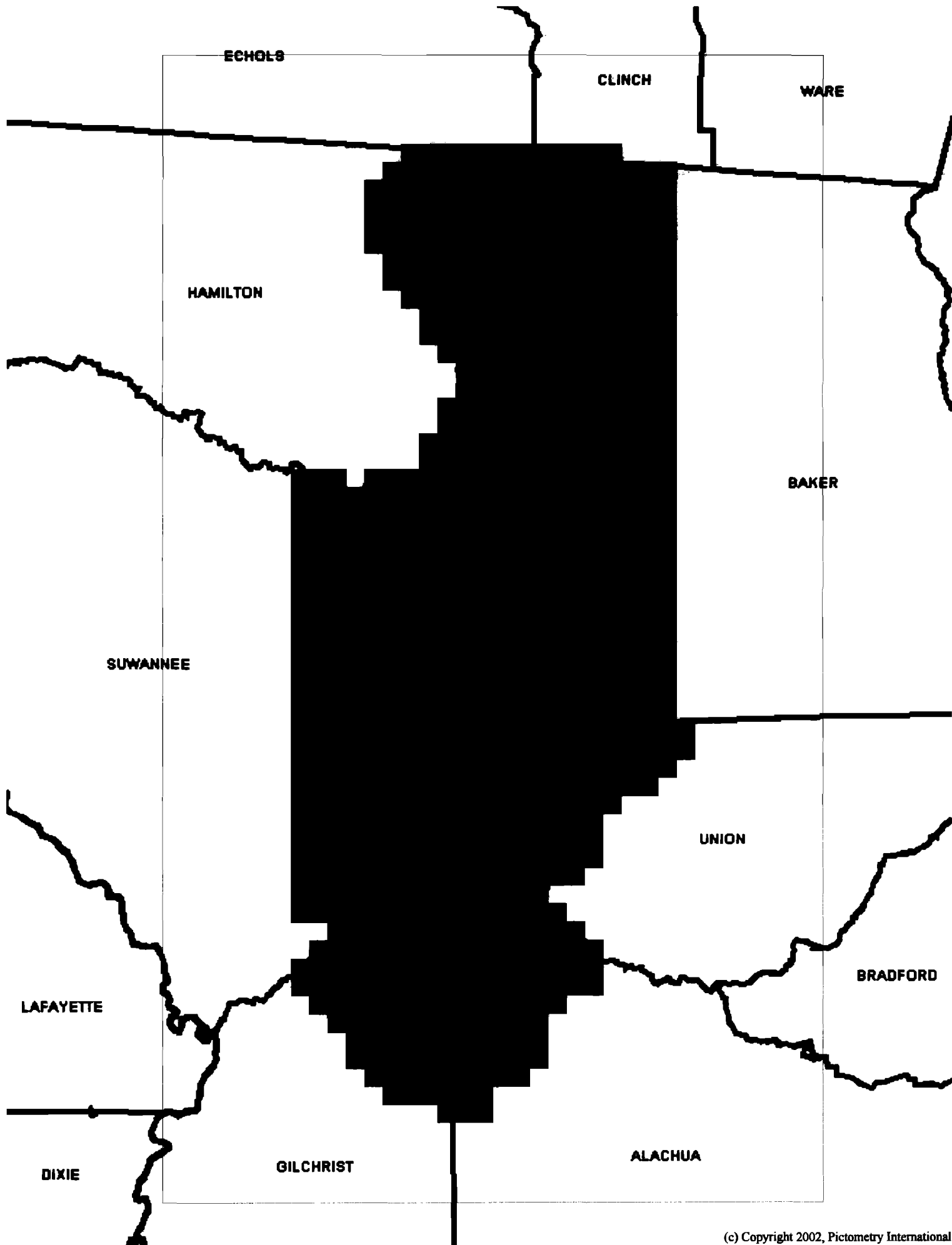
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- 9.4 **Imagery Specifications.** Ground Sample Distance ("GSD") may be affected by Air Traffic Control or terrain restrictions. Images shall have an unobstructed view of the ground. In controlled airspace around airports (and other areas) and in areas 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.



District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Jody DuPree  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina

**RECEIVED**

JUN 15 2012  
Board of County Commissioners  
Columbia County

**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**MEMORANDUM**

**TO:** Dale Williams, County Manager  
**FROM:** Kevin Kirby, Operations Manager  
**DATE:** June 15, 2012  
**SUBJECT:** Entering Private Property

I am requesting permission to enter private property owned by Mr. Tony Austin located at 506 SW Putter Gln. for the purpose of performing drainage improvements to alleviate ponding water.

A Hold Harmless Agreement will be obtained.

Thank you.