



RE: Procurement of Aerial Imagery through the use of the State of Oregon Department of Administrative Services (DAS) Geospatial Enterprise Office (GEO), Master Service Agreement

A state wide agreement for the procurement of aerial imagery.

General Overview:

The Yamhill County Office of Assessment and Tax is ready to move forward with our plan to integrate Geographical Information Services (“GIS”) with our Computer Aided Mass Appraisal (“CAMA”) platform. The assessment and tax office has a very specific need for GIS data and its integration into our CAMA program. I have been working with the State of Oregon Department of Administrative Services to put together a plan for imagery procurement. I am seeking Board approval for moving this effective and efficient appraisal solution forward. The Office of Assessment and Taxation currently has two of the three pieces in place to implement this type of appraisal program; Thomson Reuter’s ProVal and GeoAnalyst have both been acquired. What we need now is the aerial imagery with both orthogonal and oblique captures. Orthogonal is a straight down overhead picture where as an oblique image is taken from an angle. Both are required in order to be in compliance with the appraisal definition established by the International Association of Assessment Officers (“IAAO”). See attachments for further explanation regarding the two image types.

Aerial Imagery

The imagery requested will capture all of our urban areas at a 4 inch resolution; and all of our rural residential or improved area at a 6 inch resolution. The selected vendor is also including a flight capture from late 2015 for key areas within Yamhill County. The use of the DAS GEO MSA, discussed a couple of weeks ago and approved by board, will provide a significant discount on the various aspects of the projects including but not limited to flight data, software and licensing, as well as some professional services.

Flight Schedules

County flights would be scheduled for every two years starting in 2017-2018 and continue through 2021, for a total of three flights. The first flight would be completed in fall/winter of 2017-2018 and would allow us to use the flight material during this year’s budget cycle. This would include generating building outlines with centroids as well as building change detection at the parcel level. Both of these enhancements will help us build a more fair and equitable assessment plan. After the first flight data is captured and processed, the second and third data sets will be compared to the first to find issues with current county inventory at the parcel level. This would include identifying missing buildings as well as buildings that have been demolished or removed but are still on the tax roll. Additional benefits of this appraisal approach could lead to a restructure in the number of county appraisers needed to complete a county wide reappraisal.



Budget Impacts

The 2017-218 budget was originally estimated at \$45,000 per year for the aerial imagery captures. Once we looked at the flight pattern that would be required to capture the parcels of interest, the range of the covered area increased slightly. The proposal for the first installment of the Project one flight is \$48,886 a difference of \$3,886. The proposed purchase order locks in the cost of the future flights so budgeting will no longer be estimated. See attached budget analysis.

Summary

The Office of Assessment and Tax is in need of GIS integration into our CAMA system. This new technology will allow us to be significantly more efficient from our desk versus the cost associated with sending appraisers in the field for every inspection. The appraisal staff can rely on high resolution imagery to complete the appraisal process for the office. This is less intrusive on property owners and more equitable when combined with the change detection and building outlines.

Please let me know if you have any additional questions.

Thank you for the time and consideration.

Derrick Wharff
Yamhill County Assessor
Yamhill County Tax Collector

Enclosures:

Budget Impact Summary
Pictometry Imagery Data for Assessment
Pictometry Change Finder
Pictometry Sketch Check

Project 1 - Flight in Fall/Winter of 2017				
010-012-	2017-2018 Budget Expenditures			
Budget GL		Budgeted \$	Purchase Order	Variance
GL-513.06	Aerial Imagery	45,000	48,886	(3,886)
GL-683.07	Software & Licens	4,400	2,200	2,200
GL-543.01	Professional Servi	22,882	22,882	-
GL-510.01	Office Equipment	200	199	1
Sub-Total		72,482	74,167	(1,685)
010-012-	2018-2019 Budget Expenditures			
Budget GL		Budgeted \$	Purchase Order	
GL-513.06	Aerial Imagery	48,886	48,886	-
GL-683.07	Software & Licens	-	-	-
GL-543.01	Professional Servi	-	-	-
GL-510.01	Office Equipment	-	-	-
Sub-Total		48,886	48,886	-
Totals		121,368	123,053	(1,685)
<p>Flight data will be captured while leaves are off on most trees. We will have the imagery back to us in early 2018. This will allow us to utilize the imagery for reappraisal in spring of 2018. Systematic reappraisal of the county has not happened since 2006. The complete county residential reappraisal will take roughly 5-6 years to complete and needs to start as soon as possible.</p> <p>Discount on Imagry for using the DAS GEO MSA is 20%</p>				

Project 2 - Flight in Fall/Winter of 2019				
2019-2020 Budget Expenditures				
Budget GL		Budgeted \$	Purchase Order	Variance
GL-513.06	Aerial Imagery	53,000	53,000	-
GL-683.07	Software & License	2,200	2,200	-
GL-543.01	Professional Services	13,500	13,500	-
GL-510.01	Office Equipment	200	200	-
Sub-Total		68,900	68,900	-
2020-2021 Budget Expenditures				
Budget GL		Budgeted \$	Purchase Order	
GL-513.06	Aerial Imagery	48,886	48,886	-
GL-683.07	Software & License	2,200	2,200	-
GL-543.01	Professional Services	-	-	-
GL-510.01	Office Equipment	-	-	-
Sub-Total		51,086	51,086	-
Totals		119,986	119,986	-
This flight data will be captured in fall / winter of 2019 and back to us in the spring of 2020.				
Discount on Imagry for using the DAS GEO MSA is 10%				

Project 3 - Flight in Fall/Winter of 2021				
2021-2022 Budget Expenditures				
Budget GL		Budgeted \$	Purchase Order	Variance
GL-513.06	Aerial Imagery	53,000	53,000	-
GL-683.07	Software & License	2,200	2,200	-
GL-543.01	Professional Services	13,500	13,500	-
GL-510.01	Office Equipment	200	200	-
Sub-Total		68,900	68,900	-
2023-2024 Budget Expenditures				
Budget GL		Budgeted \$	Purchase Order	
GL-513.06	Aerial Imagery	48,886	48,886	-
GL-683.07	Software & License	2,200	2,200	-
GL-543.01	Professional Services	-	-	-
GL-510.01	Office Equipment	-	-	-
Sub-Total		51,086	51,086	-
Totals		119,986	119,986	-
<p>This flight data will be captured in fall / winter of 2021 and back to us in the spring of 2022. At the end of the program will have reappraised all residential properties for the county. After which we will need to manage our reappraisal efforts more tightly so we do not fall back into our current situation which is out of compliance and lacks components of a fair and equitable assessment plan.</p> <p>Discount on Imagery for using the DAS GEO MSA is 10%</p>				

Imagery & Data for Assessment

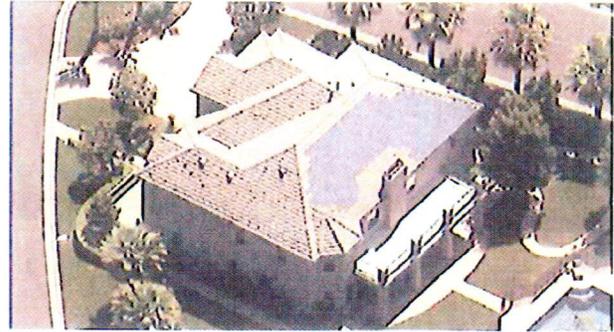
Jurisdictions depend on their assessment office to stay in front of change, to generate revenue and to produce fair and equitable property assessments. For over 16 years, Pictometry has been providing the aerial imagery and solutions that allow assessors to meet those needs.

IMAGERY

Imagery that meets IAAO Standards

The International Association of Assessing Officers has approved the use of oblique imagery as a reliable tool for remote assessment. Pictometry is the pioneer of oblique imagery and continues to offer key components of a full MARP 3.3.5 solution.

- Oblique images
- Ortho images
- Change detection
- Street View imagery
- Sketch validation



Early Access

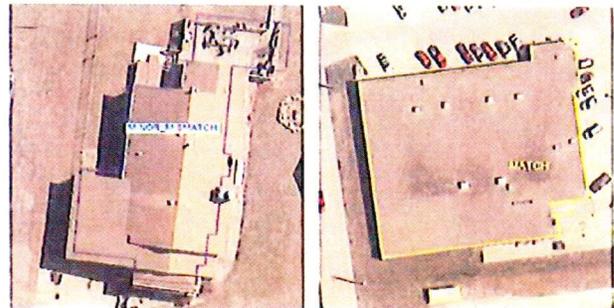
The ability to access imagery within days of when it is flown can be vital for accurately and productively viewing, planning and assisting with valuation of property in time-sensitive situations. Imagery can be provided within days in the event of a disaster, or weeks with normal flight schedules. Images are immediately viewable through the powerful CONNECT™ platform.



IMAGE TECHNOLOGIES

SketchCheck™

SketchCheck creates geo-referenced shape files from existing CAMA-based sketch files and verifies them using customers' current Pictometry high-resolution, orthogonal imagery. Any discrepancies between the images and the sketch are flagged and categorized by degree of inconsistency resulting in a prioritization of parcels that need verification. Turn paper sketches into a digital format or create digital sketches using high-resolution ortho and oblique imagery.



ChangeFinder™

The power of EagleView Reporting and Pictometry Imagery has never been stronger than with ChangeFinder. Assessment staff can reduce costly and time-intensive site inspections, validate information and locate property changes from the desktop.



For more information visit pictometry.com or call 888.771.9714.



CHANGEFINDER™

Full Change Detection Solution



Change is constant and staying on top of new building construction, demolitions, permits and appeals is key to generating revenue and producing fair and equitable property assessments. Site inspections are time intensive, costly and can present unique challenges especially with gated or hard-to-access properties.

Pictometry® ChangeFinder™ flags parcels that have undergone a change and allows assessment teams to review and validate the information from the desktop, reducing the amount of time spent in the field.

In addition to time savings, assessment professionals recognize millions of dollars in previously un-assessed (omitted) property that can translate to hundreds of thousands of dollars in increased tax revenue.

- ▶ Dramatically reduce the time and expense of field assessments
- ▶ Increase revenue by discovering previously undetected improvements
- ▶ Improve communication during the appeals process using imagery
- ▶ Compare land use and expansion of a changing environment
- ▶ Detect the presence of swimming pools with our optional pool finding capability

CONNECTAssessment™

This web-based solution provides an analysis platform for reviewing ChangeFinder deliverables. Dual-pane analysis allows for quick comparison of imagery and building outlines from current and previous years. Aerial analysis at the desktop lets assessment teams easily review overall changes to determine if field inspection is necessary.

SKETCHCHECK™

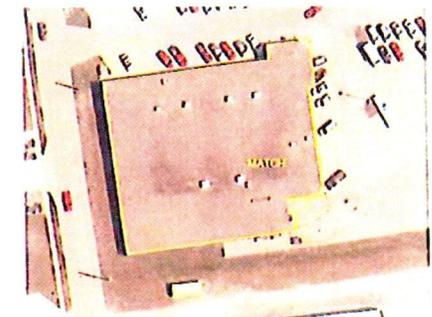
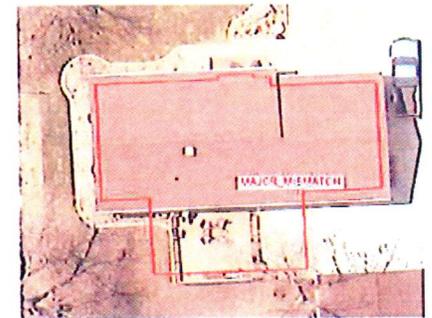
Verify Accuracy from Your Desk



Pictometry® SketchCheck™ is a solution designed to help assessors geo-reference and verify the accuracy of their CAMA sketches through the use of high-resolution orthogonal imagery. Discrepancies between the images and the sketches are flagged and categorized by the degree of inconsistency, allowing the quick identification of property changes without a site visit.

By eliminating the guesswork, SketchCheck helps you focus on what matters most: systematically and comprehensively identifying and recording property changes to ensure fair and equitable valuations that could translate to millions of taxable dollars annually for your jurisdiction.

- ▶ Aligns with the sketch components of the IAAO 3.3.5 standard for mass appraisals
- ▶ Remotely verify the accuracy of sketches in your CAMA system right from the desktop
- ▶ Dramatically reduce field visits, labor and fleet maintenance expenses
- ▶ Boost tax base by adding missed property changes
- ▶ Prioritize parcel review with our categorized scoring table
- ▶ Share resulting GIS shape files with E9-1-1 and zoning departments
- ▶ Combined with Pictometry ChangeFinder™ provides a complete suite of valuation tools for assessors



For more information visit pictometry.com or call 888.771.9714.

888.771.9714 | www.pictometry.com

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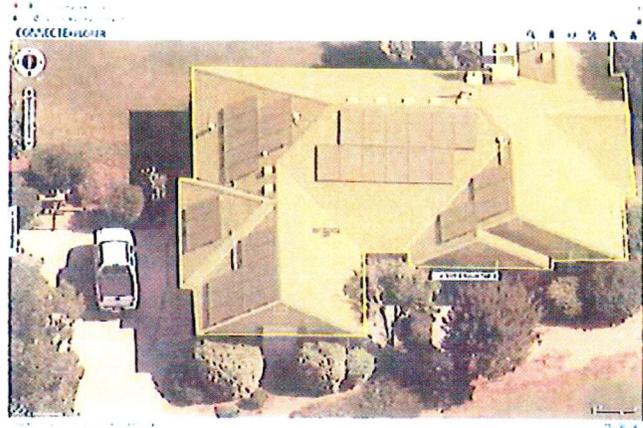
 **PICTOMETRY**
AN EAGLEVIEW COMPANY

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DEPLOYMENT SOLUTIONS

CONNECTExplorer™

CONNECTExplorer™ is a powerful, lightweight web-based application that allows users to access and interact with their Pictometry imagery via any web browser.



CONNECTAssessment™

This leading-edge, web-based solution provides access to ChangeFinder deliverables and offers dual-pane analysis for easy comparison of building outlines and imagery from current and previous years. Assessment departments can remotely review overall changes and determine if field inspection are necessary.



CONNECTMobile™

When a field visit is required, inspectors can link directly to Pictometry imagery on their Android(TM)- or iOS-powered mobile device.



For more information visit pictometry.com or call 888.771.9714.

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 **PICTOMETRY**
AN EAGLEVIEW COMPANY

GGV001|CE16

**PURCHASE ORDER SUBMITTED BY
YAMHILL COUNTY, OR ("CUSTOMER")
PURSUANT TO MASTER SERVICES AGREEMENT #7539 BY AND BETWEEN
THE STATE OF OREGON, DEPARTMENT OF ADMINISTRATIVE SERVICES, AND
PICTOMETRY INTERNATIONAL CORP.**

1. This Purchase Order ("Order Form") is submitted pursuant to the Master Services Agreement referenced above (the "MSA") in combination with the contract components listed below, all of which are hereby incorporated by reference onto this Purchase Order as is fully set forth herein:

Contract Specific Terms set forth in Part 2 of the MSA
Description of Products and Services set forth in Exhibit A to the MSA
Contractor's product-specific terms, conditions and licenses set forth in Exhibits D-1 through D-4 to the MSA
This Order Form

all of which, collectively, constitute this "Agreement" and set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict is specified in the MSA.
3. The Customer shall have access to all Pictometry International Corp.'s ("Pictometry") historical imagery that Pictometry has on file for Yamhill County, OR. Said image libraries will be made available to the Customer solely through an active Connect account and will be made available to the Customer through the purchase of any future Change Finder Projects.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
535 NE Fifth	25 Methodist Hill Drive
McMinnville, OR 97128	Rochester, NY 14623
Attn: Derrick Wharff, Assessor	Attn: Contract Administration
Phone: (503) 472-9371 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

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

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

PARTIES:

CUSTOMER	PICTOMETRY
YAMHILL COUNTY, OR	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Stan Primozich	NAME: Linda Salpini
TITLE: Chair, Board of Commissioners	TITLE: Corporate VP
DATE: 11-9-17	EXECUTION DATE: 11/14/17
	DATE OF RECEIPT (EFFECTIVE DATE): 11/14/17

Accepted by Yamhill County
Board of Commissioners on

11-9-17

17-460


Christian Boenisch
County Counsel
Yamhill County

**PURCHASE ORDER SUBMITTED BY
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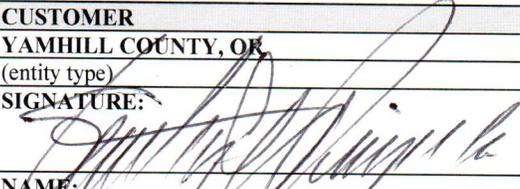
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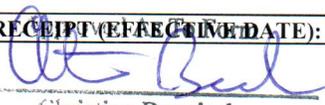
PARTIES:

CUSTOMER	PICTOMETRY
YAMHILL COUNTY, OR	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: Stan Primozich	NAME:
TITLE: Chair, Board of Commissioners	TITLE:
DATE: 11-9-17	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

Accepted by Yamhill County
Board of Commissioners on

11-9-17 by Board Order

17-460


Christian Boenisch
County Counsel
Yamhill County

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C1807104

BILL TO
Yamhill County, OR
Derrick Wharff, Assessor
535 NE Fifth
McMinnville, OR 97128
(503) 472-9371
wharffd@co.yamhill.or.us

SHIP TO
Yamhill County, OR
Derrick Wharff, Assessor
535 NE Fifth
McMinnville, OR 97128
(503) 472-9371
wharffd@co.yamhill.or.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118183	pcani	Biennial
STATE OF OREGON CONTRACT NO.	7539	

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
183	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$320.00 (20%)	\$58,560.00
171	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00	\$200.00 (20%)	\$34,200.00
2	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,100.00 (50%)	\$2,200.00
183	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,830.00
171	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,710.00
183	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$366.00
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. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00

171	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$171.00
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. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL – FIRST PROJECT					\$99,236.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
183	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10%)	\$65,880.00
171	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00	\$225.00 (10%)	\$38,475.00
2	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00		\$4,400.00
183	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,830.00
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		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
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171	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$171.00
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. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$113,031.00

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
183	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10%)	\$65,880.00
171	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00	\$225.00 (10%)	\$38,475.00
2	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00		\$4,400.00
183	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,830.00
171	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$1,710.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
183	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$366.00
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. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
171	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$171.00
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. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL – THIRD PROJECT					\$113,031.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$325,298.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

***Products and services listed above that are designated with this symbol (“Non-MSA Products and Services”) are not included in the Description of Products and Services set forth in Exhibit A to the MSA. Nonetheless, Pictometry will make such Non-MSA Products and Services available to Customer pursuant to this Order Form at the respective prices shown above subject to the following: By executing this Order Form both Customer and Pictometry agree to that (i) the Contract Specific Terms set forth in Part 2 of the MSA, (ii) the product-specific terms, conditions and licenses set forth in Exhibits D-1 through D-4 to the MSA that are listed in the respective product descriptions set forth above as applicable to the Non-MSA Products and Services, and (iii) this Order Form shall all apply to those Non-MSA Products and Services listed above as if those Non-MSA Products and Services were included in the Description of Products and Services set forth in Exhibit A to the MSA.**

FEES; PAYMENT TERMS

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

FIRST PROJECT

Due at Signing	\$12,221.50
Due at Initial Shipment of Imagery	\$36,664.50
Due at First Anniversary of Shipment of Imagery	\$48,150.00
Due at Activation of Online Services	\$2,200.00
Total Payments	\$99,236.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$54,683.50
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Due at First Anniversary of Shipment of Imagery	\$53,947.50
Due at Activation of Online Services	\$4,400.00
Total Payments	\$113,031.00

THIRD PROJECT

Due at Initial Shipment of Imagery	\$54,683.50
Due at First Anniversary of Shipment of Imagery	\$53,947.50
Due at Activation of Online Services	\$4,400.00
Total Payments	\$113,031.00

PRODUCT PARAMETERS

**FIRST PROJECT
IMAGERY**

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

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

CONNECT

Product:	Pictometry Connect - CA - 50
<i>Admin User Name:</i>	Derrick Wharff
<i>Admin User Email:</i>	wharffd@co.yamhill.or.us
<i>Geofence:</i>	OR Yamhill

**SECOND PROJECT
IMAGERY**

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

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

CONNECT

Product:	Pictometry Connect - CA - 50
<i>Admin User Name:</i>	Derrick Wharff
<i>Admin User Email:</i>	wharffd@co.yamhill.or.us
<i>Geofence:</i>	OR Yamhill

**THIRD PROJECT
IMAGERY**

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

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

CONNECT

Product:	Pictometry Connect - CA - 50
<i>Admin User Name:</i>	Derrick Wharff
<i>Admin User Email:</i>	wharffd@co.yamhill.or.us
<i>Geofence:</i>	OR Yamhill

STANDARD ORTHO MOSAIC PRODUCTS

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

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

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

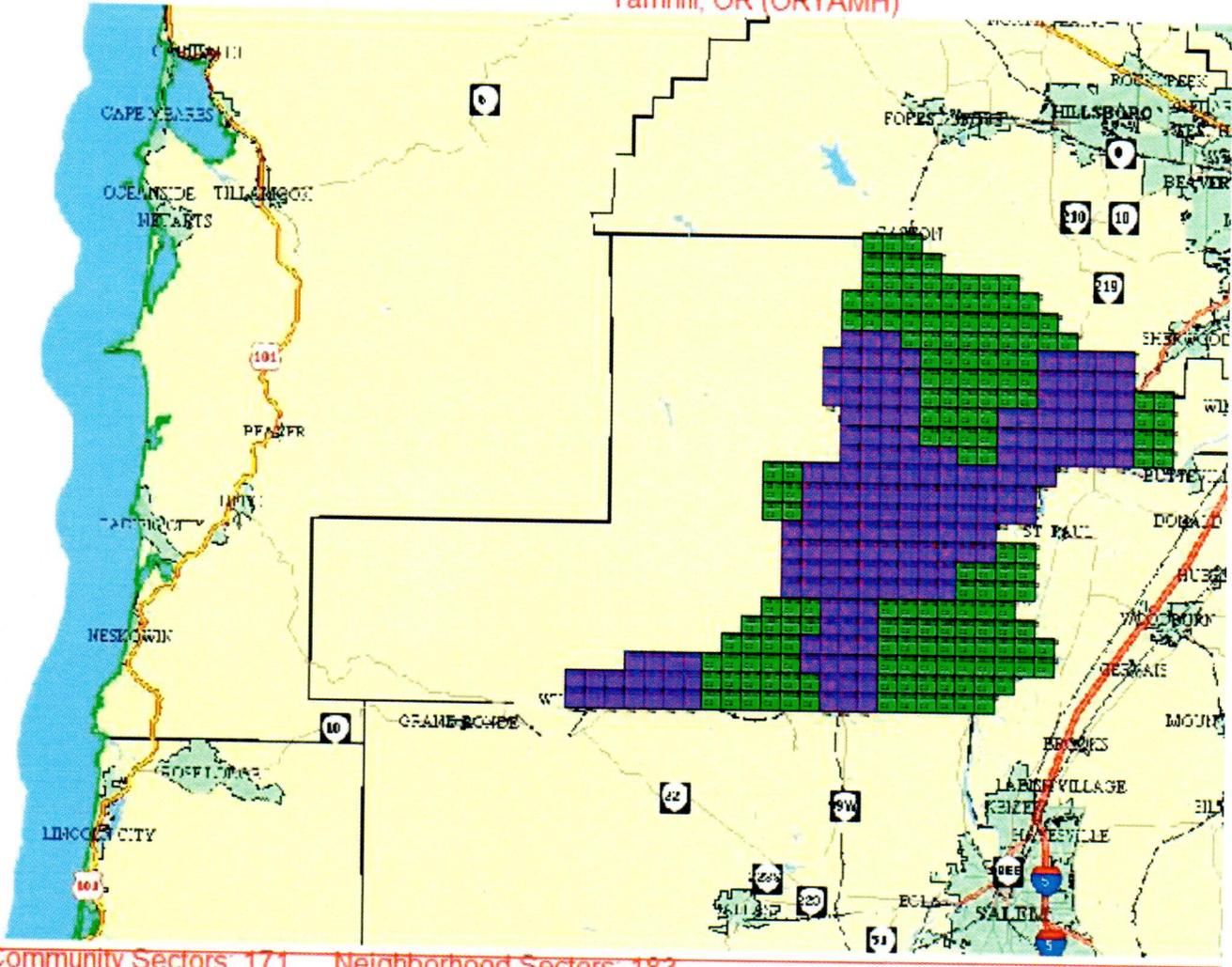
RapidAccess—Disaster Response Program (“DRP”)

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

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

SECTOR MAP(S)

Yamhill, OR (ORYAMH)



Community Sectors: 171 Neighborhood Sectors: 183