

**AGREEMENT BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND  
 HOWARD COUNTY, MD ("Customer")**

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

Section A: Product Descriptions, Prices and Payment Terms

Section B: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

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

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

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
8930 Stanford Blvd	100 Town Centre Drive, Suite A
Columbia, Maryland 21045	Rochester, NY 14623
Attn: Robert Slivinsky, GIS Coordinator	Attn: Contract Administration
Phone: (410)313-3094 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.

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

reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

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

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
HOWARD COUNTY, MD	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

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

<b>ORDER #</b>
C125065

<b>BILL TO</b>
Howard County, MD
Virginia Peterman
8930 Stanford Blvd
Columbia, Maryland 21045
410-313-3659
vpeterman@howardcountymd.gov

<b>SHIP TO</b>
Howard County, MD
Robert Slivinsky
8930 Stanford Blvd
Columbia, Maryland 21045
(410)313-3094
rslivinsky@howardcountymd.gov

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A117013	EStar	Biennial

<b>US GSA CONTRACT #</b>	35F-080IN
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<b>FIRST PROJECT</b>					
QTY	PRODUCTNAME	PRODUCTDESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
253	AccuPLUS 3in - CUSTOMER DTM - Per Sector *Open Market Item	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-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: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y); 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions.	\$645.00	\$548.25 (15%)	\$138,707.25
253	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector*Open Market Item	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 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.	\$100.00	\$85.00 (15%)	\$21,505.00
2	Media Drive Capacity 931G - Drive Model 1T - USBPOWER *Open Market Item	External USB 2.0-powered Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$295.00		\$590.00
1	AccuPlus Imagery Bundle with Two (2) Years of EFS Maintenance & Support *Open Market Item	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) *Open Market Item	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
1	Change Analysis Department-wide License	Perpetual Department-wide License of Change Analysis.	\$5,000.00	\$0.00 (100%)	\$0.00
1	E-911 Interface - Unlimited seats in one PSAP *Open Market Item	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration.	\$5,000.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00

	*Open Market Item			
1	Par Library for Server Edition *Open Market Item	Par library for Pictometry Server Edition.	\$0.00	\$0.00
SUBTOTAL – FIRST PROJECT				\$160,802.25

<b>SECOND PROJECT</b>					
QTY	PRODUCTNAME	PRODUCTDESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
253	AccuPLUS 3in - CUSTOMER DTM - Per Sector *Open Market Item	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-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: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y); 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions.	\$645.00	\$580.50 (10%)	\$146,866.50
253	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector *Open Market Item	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 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.	\$100.00	\$90.00 (10%)	\$22,770.00
2	Media Drive Capacity 931G - Drive Model 1T - USBPOWER *Open Market Item	External USB 2.0-powered Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$295.00		\$590.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat) *Open Market Item	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
1	AccuPlus Imagery Bundle with Two (2) Years of EFS Maintenance & Support *Open Market Item	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	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS) *Open Market Item	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Par Library for Server Edition *Open Market Item	Par library for Pictometry Server Edition.	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$170,226.50

<b>THIRD PROJECT</b>					
QTY	PRODUCTNAME	PRODUCTDESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
253	AccuPLUS 3in - CUSTOMER DTM - Per Sector *Open Market Item	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-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: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y); 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions.	\$645.00	\$612.75 (5%)	\$155,025.75
253	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector *Open Market Item	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD	\$100.00	\$95.00 (5%)	\$24,035.00

	Sector *Open Market Item	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.		(5%)	
2	Media Drive Capacity 931G - Drive Model 1T - USBPOWER *Open Market Item	External USB 2.0-powered Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$295.00		\$590.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat) *Open Market Item	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
1	AccuPlus Imagery Bundle with Two (2) Years of EFS Maintenance & Support *Open Market Item	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	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS) *Open Market Item	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Par Library for Server Edition *Open Market Item	Par library for Pictometry Server Edition.	\$0.00		\$0.00
<b>SUBTOTAL – THIRD PROJECT</b>					<b>\$179,650.75</b>

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$510,679.50</b>
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

\*Open Market Items are also known as incidental items, noncontract items, non-Schedule items, other direct costs (ODS's) and items not on the GSA Contract are not part of this contract and should be treated as open market purchases. This Agreement contains open market items. Open market items are allowed under circumstances set forth in FAR 8.402(f). All applicable products in Section A to this Agreement are subject to the Pictometry International Corp. General License Terms and Conditions associated with GSA Contract No. 35F-080IN.

### FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).

#### FIRST PROJECT

Due at Initial Shipment of Imagery	\$80,696.12
Due at First Anniversary of Shipment of Imagery	\$80,106.13
<b>Total Payments</b>	<b>\$160,802.25</b>

#### SECOND PROJECT

Due at Initial Shipment of Imagery	\$85,408.25
Due at First Anniversary of Shipment of Imagery	\$84,818.25
<b>Total Payments</b>	<b>\$170,226.50</b>

#### THIRD PROJECT

Due at Initial Shipment of Imagery	\$90,120.37
Due at First Anniversary of Shipment of Imagery	\$89,530.38
<b>Total Payments</b>	<b>\$179,650.75</b>

### PRODUCT PARAMETERS

### **IMAGERY – FIRST PROJECT**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:** JPG  
**Units:** Feet  
**Elevation Source:** Pictometry on File  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

### **IMAGERY – SECOND PROJECT**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:** JPG  
**Units:** Feet  
**Elevation Source:** Pictometry on File  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

### **IMAGERY – THIRD PROJECT**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:** JPG  
**Units:** Feet  
**Elevation Source:** Pictometry on File  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

### **ACCUPLUS IMAGERY – FIRST PROJECT**

**Product:** AccuPLUS 3in - CUSTOMER DTM - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:** JPG  
**Units:** Feet  
**Elevation Source:** Customer Provided – LIDAR 2011  
**Coverage Area Format:** Shapefile  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

### **ACCUPLUS IMAGERY – SECOND PROJECT**

**Product:** AccuPLUS 3in - CUSTOMER DTM - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:** JPG  
**Units:** Feet  
**Elevation Source:** Customer Provided – LIDAR 2011  
**Coverage Area Format:** Shapefile  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

### **ACCUPLUS IMAGERY – THIRD PROJECT**

**Product:** AccuPLUS 3in - CUSTOMER DTM - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:** JPG  
**Units:** Feet  
**Elevation Source:** Customer Provided – LIDAR 2011  
**Coverage Area Format:** Shapefile  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**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.

### **Economic Alliance Partnership (EAP)**

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated 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 the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.
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**SECTION B**

**NON-STANDARD TERMS AND CONDITIONS**

1. Notwithstanding anything to the contrary herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, the U.S. District Court in Baltimore Maryland or the Howard County Circuit Court in Howard County, Maryland, and no other courts.

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[END OF NON-STANDARD TERMS AND CONDITIONS]



**AccuPlus® Premium Ortho-Mosaic**Product Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme.

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).

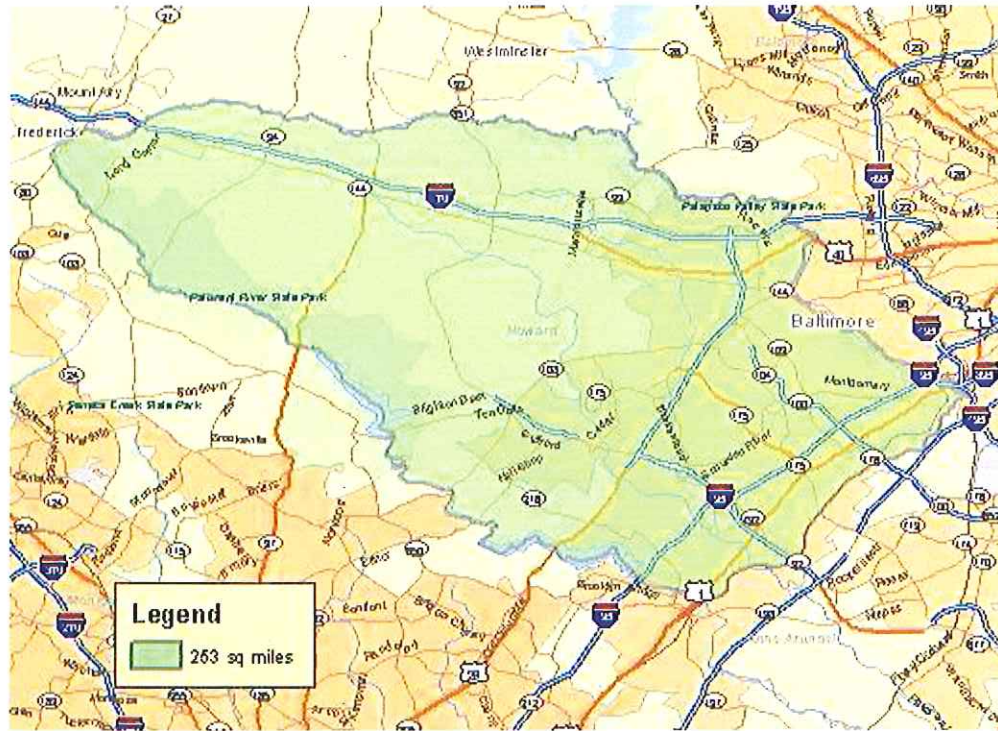
Ortho-Rectification:

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.

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.

# SECTOR MAP



IN WITNESS WHEREOF, the parties have executed this Agreement PA-108-2014.

WITNESS:

**PICTOMETRY INTERNATIONAL  
CORPORATION**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Linda K. Salpini  
Vice President, Finance

WITNESS:

**HOWARD COUNTY, MARYLAND**, a body  
corporate and politic

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_  
Ken Ulman  
County Executive

APPROVED FOR LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014:

INFORMATION TECHNOLOGY APPROVED:

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

\_\_\_\_\_  
Christopher Merdon  
Chief Information Officer  
Department of Technology & Communication  
Services

REVIEWING ATTORNEY:

\_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED FOR SUFFICIENCY OF  
FUNDS:

\_\_\_\_\_  
Stanley J. Milesky  
Director of Finance

**ATTACHMENT A  
HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
AFFIDAVIT**

Agreement Number PA-108-2014

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

**AFFIDAVIT V**

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ATTACHMENT B

### HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

#### *Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

#### *Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

*Code Section 22.204. - Prohibited Conduct and Interests.*

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
  - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
    - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
    - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
    - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
    - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
    - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
    - f. A business entity that:
      - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
      - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
  - (ii) The disqualified official or employee is required by law to act; or
  - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
    - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
    - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
  - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
  - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
  - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
  - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:  
a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;  
b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or  
c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:  
a. Meals and beverages consumed in the presence of the donor or sponsoring entity;  
b. Ceremonial gifts or awards that have insignificant monetary value;  
c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;  
d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;  
e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;  
f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;  
g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or  
h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.