



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 4733)**

Meeting: 01/30/25 9:30 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires Raines

Initiator: Madi Hires Raines

Sponsors:

Doc ID: 4733

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## Meeting Attachments

### ATTACHMENTS:

1 - 30 JANUARY 2025 - SUTTERFIELD RENEWAL LETTER

2 - 30 JANUARY 30 2025 - JOHNSON COUNTY BID

3 - 30 JANUARY 2025 - JOHNSON COUNTY REQUEST FOR BIDS

4 - 30 JANUARY 2025 - EAGLEVIEWS PROPOSAL

5 - 30 JANUARY 2025 - EAGLEVIEW CHANGE FINDER SOFTWARE CONTRACT

6 - 30 JANUARY 2025 - EAGLEVIEW AWARD LETTER

7 - 30 JANUARY 2025 - HANDBOOK POLICY UPDATES



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Lynn Morris  
Presiding Commissioner

Bradley A. Jackson  
Eastern Commissioner

Johnny Williams  
Western Commissioner

January 30, 2025

Sutterfield Technologies  
101 North 14<sup>th</sup> Street  
Duncan, Oklahoma 73533  
580-786-4390  
info@sut-tech.com

Re: Renewal of 2023-3 Document Technology Solutions for Restoration Services

The Christian County Commission voted in session today to renew the contract for 2023-3 Document Technology Solutions for Restoration Services to Sutterfield Technologies.

This is the second renewal (year three) and is effective February 7, 2025, through February 6, 2026.

Your point of contact will be the Recorder of Deeds, Kelly Hall. Recorder Hall can be reached by email at [khallrecorder@christiancountymo.gov](mailto:khallrecorder@christiancountymo.gov) or at 417-582-4361.

Johnny Williams  
Western Commissioner

Date: 1-30-2025

Lynn Morris  
Presiding Commissioner

Date: 1/30/25

Bradley A. Jackson  
Eastern Commissioner

Date: 1-30-2025

## Johnson County Commission

**Troy A. Matthews**  
Presiding Commissioner

**John L. Marr**  
Commissioner, Eastern District

**Charles Kavanaugh**  
Commissioner, Western District

**Diane Thompson**  
County Clerk



Johnson County Courthouse  
300 N. Holden Street, Suite 203  
Warrensburg MO 64093  
660-747-2112  
[www.JoCoCourthouse.com](http://www.JoCoCourthouse.com)  
[CountyCommissioners@jocomo.gov](mailto:CountyCommissioners@jocomo.gov)

October 15, 2024

### **BID AWARD: REQUEST FOR BIDS – AERIAL PHOTOGRAPHY AND CHANGE DETECTION SERVICES**

County Commission requested bids to select a single contractor to complete ortho and oblique imagery with a change detection reporting program based on the collected imagery which is compatible with Ulrich Software. The request for bids was sent to a list of potential bidders on September 16, 2024 and it was posted on the Johnson County MO website ([www.jococourthouse.com](http://www.jococourthouse.com)). The request for bids was advertised in the Warrensburg Star Journal in the September 20, 2024 printed newspaper.

Questions and clarifications were to be submitted by Bidders before 10:00 a.m. (CDT) on Friday, September 27, 2024. No questions were submitted, and no clarifications were needed so no addendum was issued.

Bids for Aerial Photography and Change Detection Services were opened at 2:00 p.m. (CDT) on Tuesday, October 8, 2024. A single bid was received from EagleView of Rochester, New York on October 7, 2024 at 11:05 a.m.

#### Costs

First Year Flyover (November 2024-January 2025): \$150,645.00

Additional Year Flyover (November 2026-January 2027): \$150,645.00

Additional Cost – Detection Based Changes for 28,690 parcels: \$31,845.90

Specifications Compliance: All Comply  
Standard Terms and Conditions Compliance: All Comply  
Received before deadline: Yes  
Non-electric proposal: Comply  
Signed Proposal Sheet: Yes

Eligible Responses: Yes  
Pages Initialed by hand: Yes  
Bid Response – Original: Yes  
Bid Response – Copies (two): Yes  
W-9: Yes

The Commissioners took the bid under advisement until October 15, 2024.

Having considered the bid, Commissioner Kavanaugh motioned and Commissioner Marr seconded to approve the Aerial Photography and Change Detection Services bid to be awarded to EagleView of Rochester, New York for \$150,645.00. Motion approved unanimously.

#### THE JOHNSON COUNTY COMMISSION

Troy A. Matthews, Presiding Commissioner

John L. Marr, Eastern Commissioner

Charles Kavanaugh, Western Commissioner



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Presiding Commissioner

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Commissioner, Eastern District

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Commissioner, Western District

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County Clerk



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[CountyCommissioners@jocomo.gov](mailto:CountyCommissioners@jocomo.gov)

October 8, 2024

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Eligible Responses: Yes

Pages Initialed by hand: Yes

Bid Response – Original: Yes

Bid Response – Copies (two): Yes

W-9: Yes

Commissioner Kavanaugh motioned and Commissioner Marr seconded to take the bid under advisement until October 15, 2024. Motion approved unanimously.

#### **THE JOHNSON COUNTY COMMISSION**

Troy A. Matthews, Presiding Commissioner

John L. Marr, Eastern Commissioner

Charles Kavanaugh, Western Commissioner





ORIGINAL



EagleView Response to Johnson County Commission  
Solicitation: Aerial Photography and Change  
Detection Services

***Submitted By***

Alexandra Lock  
District Sales Manager  
(660) 322-0153  
[alexandra.lock@eagleview.com](mailto:alexandra.lock@eagleview.com)

**EagleView**

25 Methodist Hill Dr.  
Rochester, NY 14623  
[www.eagleview.com](http://www.eagleview.com)





October 4, 2024

Diane Thompsen  
Johnson County  
300 North Holden St., Suite 201  
Warrensburg, MO 64093

Dear Diane,

On behalf of Pictometry International Corp. (a member of the EagleView family of companies and herein referred to as "EagleView"), thank you for the opportunity to present our response to the Johnson County Commission Solicitation: Aerial Photography and Change Detection Services. We have reviewed your requirements and believe they align with our strengths as the aerial imagery industry leader.

EagleView has been a trusted provider of digital mapping and high accuracy aerial imagery solutions since 2001. Having delivered products and services to clients for years, we feel confident that EagleView has demonstrated the commitment to excellence expected of a trusted vendor. Highlights of our proposal include:

**Superior image clarity and quality:** EagleView will deploy its state-of-the-art, custom camera system to collect high-quality ortho and oblique imagery simultaneously at up to 1" GSD resolution. Because we use a small-format proprietary camera, our system captures less atmosphere and produces images with an increased nadir perspective, better radiometric qualities, minimum building and feature lean, greater sharpness (less haze), and are truer to color and tone. We ensure our customers are satisfied with final imagery by performing in-house quality control checks throughout the process.

**Industry-leading platform and unique integrations:** Our web-based imagery viewing software, Cloud Explorer, provides licensed users with unlimited views and the ability to measure and analyze both ortho and oblique imagery in conjunction with other GIS data. Cloud has established integrations with Esri ArcGIS products, and many widely used CIMA, CAD, and 911 software.

**ChangeFinder:** EagleView's solution allows users to compare structure and property changes from two different sets of imagery. With these tools, GIS professionals, real property tax agencies, planning departments, and economic development users can reduce field visits with desktop analysis, saving time, travel expenses, and labor costs.

EagleView has a unique, unrivaled combination of industry knowledge, top-notch analytics, next generation data management, technology innovation, and reliability that we believe the County requires in a beneficial, cooperative supplier relationship. Our proposal is built on this belief.

We appreciate the opportunity to participate in this process and look forward to further discussion. Thank you for your consideration.

Regards,

Handwritten signature of Alexandra Lock in dark ink.

Alexandra Lock  
District Sales Manager  
(660) 322-0153  
[alexandra.lock@eagleview.com](mailto:alexandra.lock@eagleview.com)

Handwritten initials 'AL' in dark ink.Handwritten signature of Robert Locke in dark ink.

Robert Locke  
President  
(585) 487-1538 x4238  
[bob.locke@eagleview.com](mailto:bob.locke@eagleview.com)

Handwritten initials 'RL' in dark ink.

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## Executive Summary

Founded in 2000, Pictometry International Corp. pioneered the acquisition of georeferenced, oblique aerial imagery. Pictometry's patented camera system, which captures oblique and orthogonal imagery simultaneously, is the only one to receive U.S. Geological Survey certification. In January 2013, Pictometry International Corp. merged with Eagle View Technologies, Inc., a provider of aerial roof measurements and property data reports.

EagleView combines imagery that reveals the finest and most crucial details with computer vision to help identify insights into any location from anywhere. By delivering timely, comprehensive answers to complex questions, we help professionals across various industries improve people's lives and make informed decisions.

At EagleView, we have become the unparalleled provider of aerial data and measurement and analytical tools through proprietary software and partner integrations. Our fleet of more than 130 aircraft, 500 cameras (plus spares), and a vast processing/production staff gives us the acquisition and processing capacity to meet aggressive timeframes and, since our inception, we have created several proprietary software programs that have streamlined our flight planning, image capture, and processing procedures.

As the inventor of georeferenced oblique imagery, EagleView has captured and produced aerial imagery data since 2001. Today, EagleView flies and captures roughly 500,000 sq. miles per year has a library of over 1 billion images. This imagery meets positional accuracy requirements, provides maximum features clarity, and exposes details otherwise obscured by atmospheric degradation. Imagery captured using our patented small-format cameras features less building lean than imagery produced using traditional large-format systems and in-house quality control checks throughout the process will ensure imagery meets specs. Oblique imagery will be captured from our proprietary system that has been certified by the USGS.

### Better Images. Better Data. Better Decisions.

EagleView has worked with government customers across North America for two decades and helps assessors and assessment organizations *see more*. EagleView's high-resolution aerial imagery, which meets IAAO standards, helps assessors be accurate and make confident decisions through:

- **Clear and Detailed Aerial Imagery.** Using sophisticated cameras and flying at low altitudes, we capture clear and detailed aerial images that make it easy to see important property features.

#### EAGLEVIEW'S EXPERIENCE BY THE NUMBERS

*Extensive track record delivering aerial imagery and tools that improve workflows across departments.*



**1 BILLION**  
Images in Eagleview's  
cloud-based image library



**NEARLY 2,000**  
North American government  
customers served, including  
1,500 U.S. counties



**100+ AIRCRAFT**  
Outfitted with proprietary,  
high-resolution camera  
systems



**94% PERCENT**  
coverage of the U.S.  
population



**300+ PATENTS**  
domestic and international  
patents granted

[www.eagleview.com](http://www.eagleview.com)



- **Oblique Images.** See properties from all four cardinal directions—north, south, east and west—and gain a complete aerial perspective.
- **Accurate Property Data.** Our property data is generated from precise geographic information, so you can be confident in your data and measurements.
- **Easy-to-Use Software.** With built-in-tools to measure distance, height and area, our software makes it easy to analyze properties using a computer.
- **CAMA System Integrations.** Our aerial imagery integrates with CAMA systems providing the convenience of working in one system

Learn more about how our solutions support assessment agencies at:

<https://www.eagleview.com/casestudies/government/>.

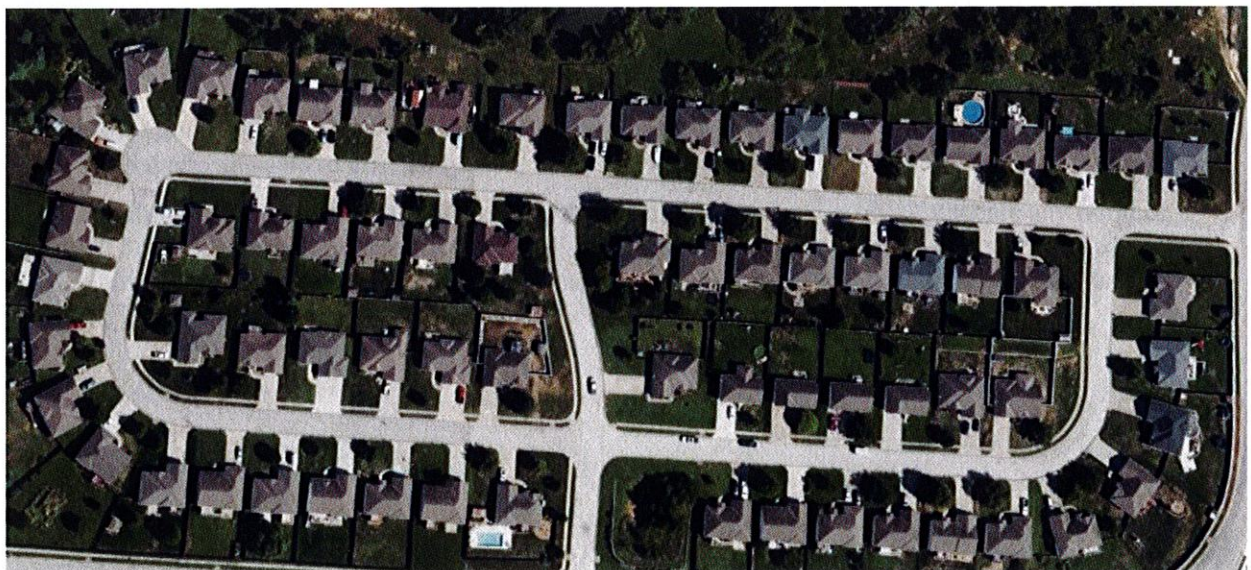
## Your Solution

In response to this RFB, EagleView has built a custom solution designed to support Johnson County in the acquisition of aerial imagery. Our aim is to offer 3' and 1" GSD imagery, captured in the winter. Deliverables will include:

### 3"/1" GSD Ortho Imagery

To support government agencies when they need imagery for more than visualization, EagleView offers an Orthomosaic to support a wide range of government functions.

EagleView has developed and utilizes an innovative workflow encapsulating flight planning, capture, and produce high-resolution mosaics. This allows users to extract high accuracy measurements that can service as the foundation of various GIS and other applications, including 3-D modeling and change detection.



**Confidence in detailed imagery.** *GIS and Planning professionals have increased confidence when making decisions and extracting planimetric features.*

### 3"/1" GSD Oblique Aerial Imagery

EagleView oblique aerial imagery is captured at an approximate 45° angle and shows properties from all four cardinal directions – north, south, east and west. This enables visibility to the sides of homes and buildings, giving assessors a comprehensive view to conduct property analysis. This functionality allows



assessors to determine home and building heights and see additional property features that are not visible with top-down, orthogonal imagery.



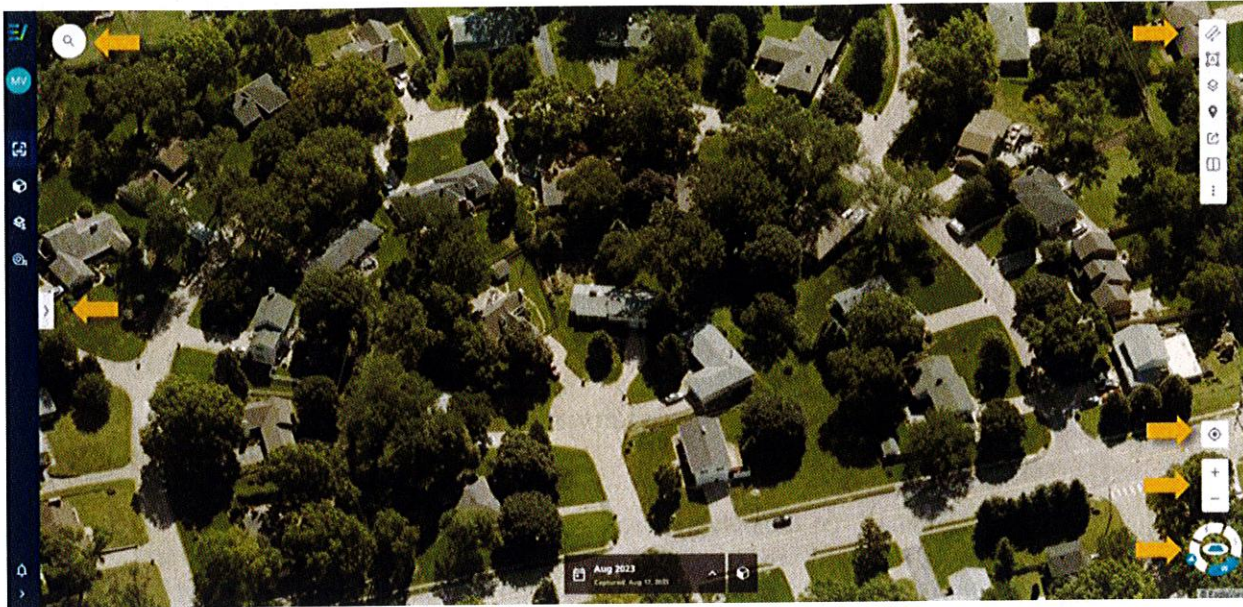
*Oblique imagery helps assessors conduct desktop appraisals and reduce the need for field visits and onsite inspections.*

### EagleView Cloud

EagleView Cloud Explorer provides easy access to EagleView imagery in an intuitive, easy-to-use web interface that allows users to efficiently view and analyze imagery.

Toolbar buttons provide fast access to application features and users can quickly locate any point of interest by panning, zooming, or with a quick search. A single click on the compass switches users to a view from an entirely different direction. Once users find their target location, they can measure, annotate, analyze and export imagery and data as a file.





**Supporting the entire organization.** *EagleView Cloud Explorer has an extensive list of built-in features, allowing users from varying departments with different responsibilities access to the information and imagery they need.*

EagleView Cloud Explorer includes a wide range of features for the County users, including:

#### View Aerial Imagery

- View overhead ortho and side-facing oblique images from a desired location.
- Access available historical imagery by selecting any previous flights on our timeline.
- Pan the current image to view the surrounding area or view a location from different directions with a single click. View more images captured from the same direction within our expansive thumbnail gallery.
- Zoom in or out to show a world view, a particular country, city, community, or neighborhood. Oblique images show neighborhoods and communities in great detail.
- Display images in two panes simultaneously (Dual Pane mode) and choose when to synchronize images in the two panes.
- Review Early Access imagery only a few days after image capture.

#### Search for Images and GIS Data

- Search unique criteria like address, landmark name, city, or country or search by geographic coordinates (latitude, longitude).
- Search for text and data within GIS layers.

#### Analyze Images with Measurement Tools

- Measure distance, height, area, elevation, slope, bearing and more.
- Save and edit measurements (for example: move points, add points, move an entire measurement, or change units of measure).

#### Annotate Images

- Annotate images with text, lines, circles, polygons, or markers (icons).
- Select annotation properties before or after creation.

#### Overlay GIS Layers



- Overlay images with available GIS data, including layers published through Esri REST map and feature services.
- Turn layers on or off (including contour lines and street names).
- Group, reorder, and rename layers in the list for easier access.
- Customize the density and colors of elevation contour lines.
- Perform a spatial search using the identify tool to highlight areas of important GIS data

### Export Images

- Export the image shown in the image pane as a PDF or as a graphics file (in JPEG, PNG formats).

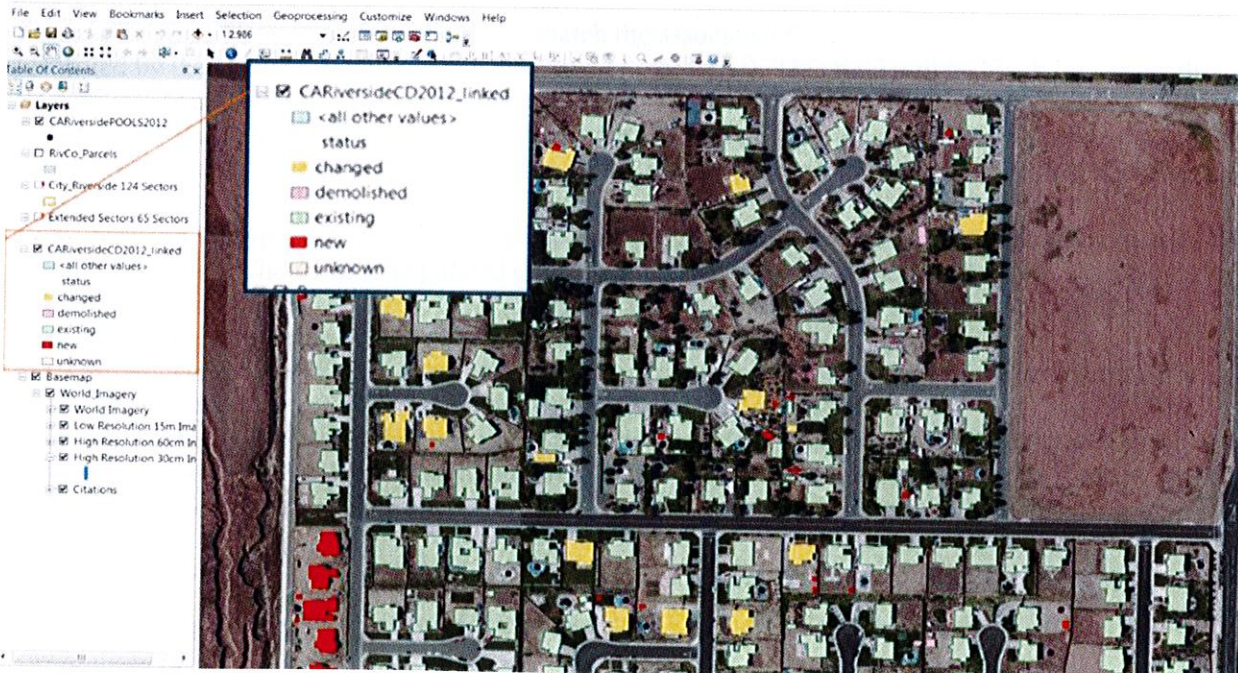
### Set User Preferences

- Set application preferences on a per-user basis.

### ChangeFinder

EagleView's ChangeFinder solution consists of a change-detection service coupled with the intuitive change-detection software solution, CONNECTAssessment. These solutions allow users to compare structure and property changes from two different sets of imagery. With these tools, GIS professionals, real property tax agencies, planning departments, and economic development users can reduce field visits with desktop analysis, saving time, travel expenses, and labor costs.

ChangeFinder detects additions to existing structures, demolitions, new construction, or other changes to property features. The process involves comparing existing building outline data with latest imagery to detect changes. A "candidate file" in file geodatabase format or shapefile, consisting of GIS polygon building outlines, is provided where possible changes, new buildings, and demolitions are categorized and associated with Tax Parcel IDs. T



**Analyzing Changes.** ChangeFinder identifies properties that need to be verified and analyzed. These properties are highlighted and classified as either New, Changed, Possibly Changed, Existing, Demolished, or Unknown. Above, ChangeFinder data and ortho imagery have been imported into ArcMap and layered on top of an ortho sector map.



### ***ChangeFinder Deliverables***

The County will receive the following with their ChangeFinder delivery:

- A “candidate” file provided in geodatabase and polygon shapefile formats containing the updated building outline shapes with attributes as a polygon feature class.
- A Length of Building Sides shapefile containing the lengths of each building side as a polyline feature class.
- An Excel spreadsheet listing each building’s outline shape and the Change Detection results.
- Locations of swimming pools, categorized as "in-ground," "above-ground," or "undetermined." EagleView delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats.

**Note:** The coordinate system of these shapefiles matches that of the customer-provided Parcel File.

The associated attribute table for the Change Detection building outline polygon shapefiles will include, at a minimum, the following fields:

**Status:** Field Type – String; One of the following values will be listed:

- **Existing:** This is an unchanged building.
- **New:** This is a building that has recently been built (appears in latest imagery, but not in the older).
- **Changed:** This is a building that has some addition or modification to its shape based on existing outlines or between imagery.
- **Demolished:** This is a building that has been razed.
- **Unknown:** The condition of the building cannot be determined due to trees, shadows, or image quality.

**Parcel File Key:** The name of this field will match the associated field in the client’s parcel file (as identified by the client) and will contain the associate record ID. This field will be blank for clients that do not provide an electronic parcel file for processing.

**X, Y (two separate fields):** Field type – Double. Identifies the geographic center of the outline polygon

**Area:** Field Type – Double. The area enclosed by the outline polygon in the unit of the map coordinate system.

**Prev\_Area:** Field Type – Double. The area enclosed by the original polygon in the unit of the map coordinate system. The value is populated only when the status of the outline is changed.

**Pct\_Change:** Field Type – Double. Percent Change in area = (Area minus Prev\_Area) divided by Prev\_Area. The value is populated only when the Status of the outline is changed.

**Pct\_Obscur:** Field Type–String. Provides a subjective range for the percentage of the structure that was obscured by shadow or tree cover in the orthogonal frame used for processing.

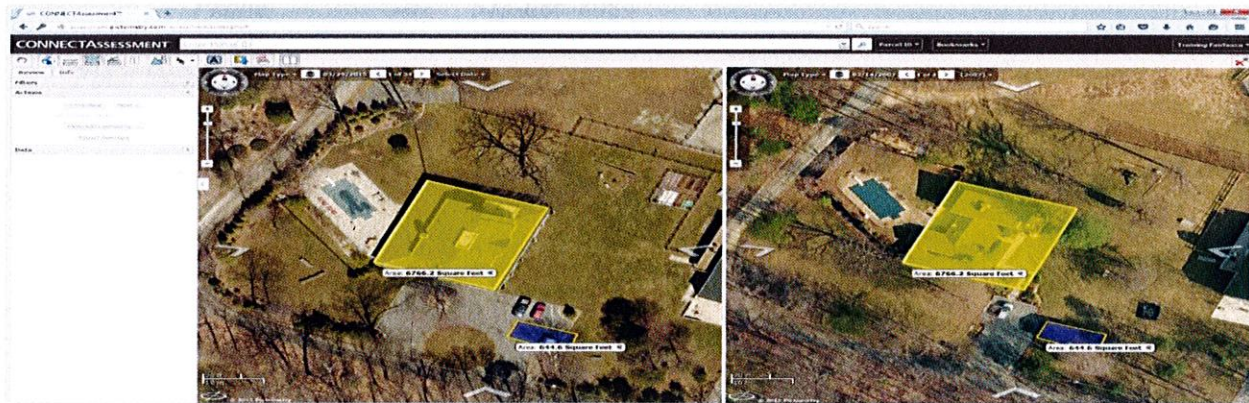
**Redrawn:** Field Type – String. For projects that do not include the purchase of a building outline set, this field is populated with a value of true in the cases where the structure has been tagged as Existing and the provided outline for the project has been modified (to improve accuracy) beyond a predetermined threshold.

**Comment:** Field Type – String. This field is blank and is left for the client to populate as needed.

**CONNECTAssessment™ – A Cloud-Based Solution Engineered to Find Changes**



As part of its Change Detection offering, EagleView offers its cloud-based software package, CONNECTAssessment. A web-based solution, CONNECTAssessment allows users to view, search, and filter change candidates resulting from the change detection process (displayed side-by-side) on new and old imagery. Users can perform these actions without closing windows or changing additional applications. The client can set the parameters for reviewing deliverables prior to starting analysis. The filterable fields by jurisdiction include Change Type (New, Changed, Demolished, etc.), Percentage of Change, and Status of Review (reviewed, reviewed accepted, on-site visit required, etc.). In addition, the Customer Administrator can configure filters using their preferred custom attributes and include that data within CONNECTAssessment.



**Side-by-side analysis:** Dual-pane screens allow users to see and measure changes between different capture

Key CONNECTAssessment benefits include:

- Web accessibility with all data and imagery centralized and easily accessible
- Side-by-side, dual-screen comparison between different capture years
- Access to historical imagery from prior capture years
- Filtering tool that allows users to find largest changes for the biggest ROI
- Intuitive and useful image analysis tools to measure change candidates from the desktop
- Customizable filtering fields and searches
- Progress dashboard and tracking tools to analyze percentage complete on projects

The CONNECTAssessment workflow allows the user to quickly step from one change candidate to the next based on some or all the criteria populated in the filterable fields. As the end user marks a status for each change candidate, the assigned status is stored by CONNECTAssessment for later review and analysis.

## Change Report References

Since 2001, EagleView has served more than 2,000 clients across North America. We have provided imagery capture and worked closely with customers across Missouri on projects of similar scope as requested in this RFP.

In response to the County's RFP, EagleView has provided three change report references with projects of similar scope and complexity, who can speak to our quality of work and reliability as a partner.

### Buchanan, MO – 2022-2024, 39,895 Parcels

Contact	Dean Wilson, Buchanan County Assessor
Phone	816-271-1410
Email	<a href="mailto:dwilson@co.buchananan.mo.us">dwilson@co.buchananan.mo.us</a>
Final Number of Buildings	60,557

<i>Existing</i>	56,907 (93.97%)
<i>Changed</i>	1,046 (1.73%)
<i>New</i>	1,512 (2.5%)
<i>Demolished</i>	1,082 (1.79%)
<i>Unknown</i>	10 (0.02%)

Butler, MO – 2021-2024, 28,172 Parcels

<i>Contact</i>	Chris Rickman, Butler County Assessor
<i>Phone</i>	573-686-8084
<i>Email</i>	<a href="mailto:crickman@butlercountymo.com">crickman@butlercountymo.com</a>
<i>Final Number of Buildings</i>	44,750
<i>Existing</i>	39,232 (87.67%)
<i>Changed</i>	1,052 (2.35%)
<i>New</i>	2,425 (5.4%)
<i>Demolished</i>	2,039 (4.56%)
<i>Unknown</i>	2 (0%)

Cass, MO – 2020-2023, 50,899 Parcels

<i>Contact</i>	Roger Raffety, Cass County Assessor
<i>Phone</i>	816-380-8400
<i>Email</i>	<a href="mailto:rogerr@casscounty.com">rogerr@casscounty.com</a>
<i>Final Number of Buildings</i>	78,130
<i>Existing</i>	68,398 (87.54%)
<i>Changed</i>	1,661 (2.13%)
<i>New</i>	5,947 (7.61%)
<i>Demolished</i>	2,115 (2.71%)
<i>Unknown</i>	9 (0.01%)



## Additional Information

### Imagery Specifications

EagleView will deploy its state-of-the-art, custom camera system to collect high-quality ortho and oblique imagery simultaneously at up to 1" GSD resolution.

#### Product: Ortho and Oblique Specification

<i>1" Ortho Frame Imagery</i>	Nominal .9" GSD Ortho Imagery Orthomosaic Resolution: .9" (Best Available Provided)
<i>3" Ortho Frame Delivery</i>	Nominal 3" GSD ortho imagery, Imagery as good as 1.2" and no worse than 3" Orthomosaic Resolution: 3" GSD (Best Available Provided)
<i>1" Oblique Imagery</i>	Nominal 1.2" GSD oblique imagery
<i>3" Oblique Imagery</i>	Nominal 2.6" GSD oblique imagery ranging from 1.7" to 3.5" GSD oblique imagery. Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines.
<i>Orthomosaic Content Specifications (AOI)</i>	<ul style="list-style-type: none"> <li>• Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>• Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>• Project-wide color and contrast balancing</li> </ul>
<i>Metadata and Reporting</i>	<b>Metadata:</b> <ul style="list-style-type: none"> <li>• Metadata generated that meets FGDC Standards, upon request</li> <li>• Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
<i>Orthomosaic Deliverable Format (Online)</i>	<b>Access Methods:</b> <ul style="list-style-type: none"> <li>• Available via web-based viewer (Cloud Explorer)</li> <li>• Also available via WMS/WMTS (Image Service)</li> </ul>
<i>Orthomosaic Deliverable Format (Physical)</i>	<b>Projection/Coordinate System:</b> Customer Selectable <b>Datum:</b> Customer Selectable <b>File Format:</b> <ul style="list-style-type: none"> <li>• Mosaic Tiles <ul style="list-style-type: none"> <li>○ Available in JPEG, GeoTiff, JPEG2000, PNG, ECW, MrSID (All Versions) with world file</li> </ul> </li> </ul>



- Includes separate Pictometry Map Image (PMI) trailer file
- Project-Wide Mosaic
  - Available in ECW, MrSID (All versions) format

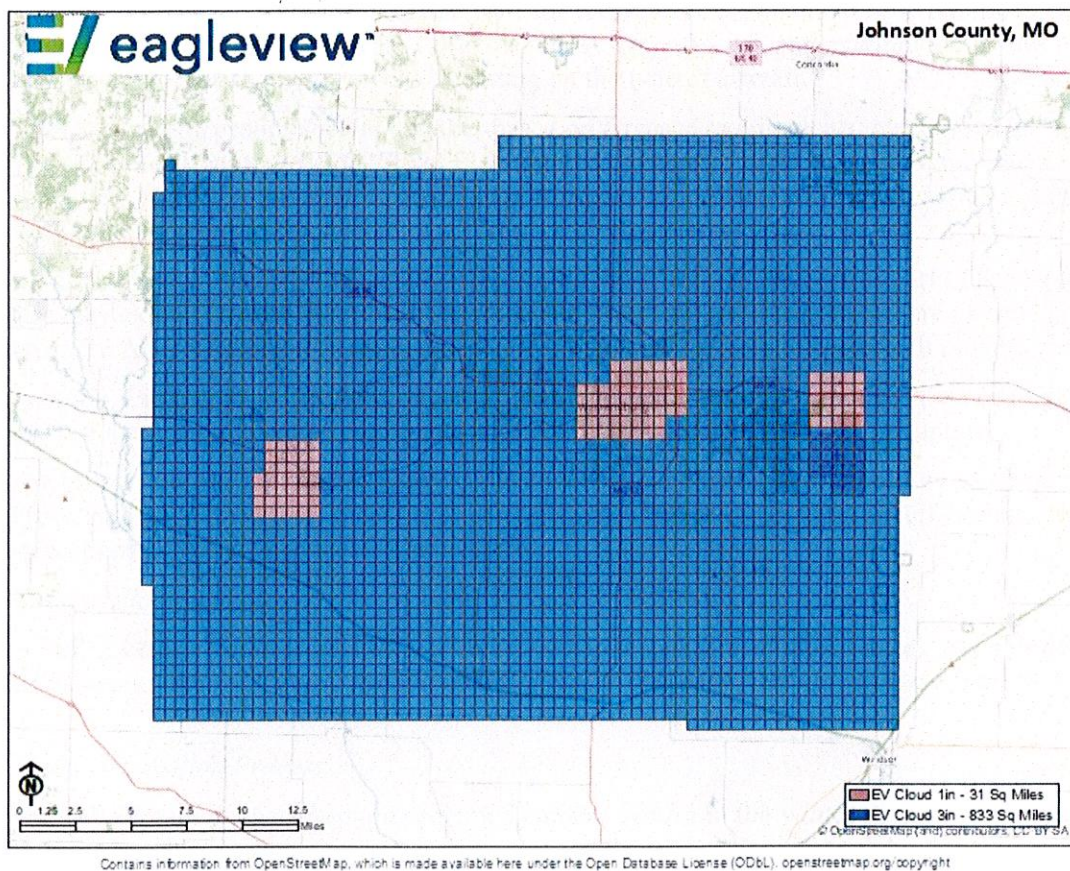
*Oblique Imagery  
Deliverable Format*

Access method: Available via web-based viewer (Cloud Explorer)

*Delivery Timeline*

Best efforts to make ortho imagery available online and/or ready for physical delivery within 30 days of capture completion

## Image Processing and Acquisition



For the initial flight, EagleView will develop a custom flight plan that covers the project area at the requested imagery resolution, and the plan will include the following:

- Covers the area of interest (AOI) at the requested imagery resolution (GSD)



- Follows airspace rules
- Ensures safety

Flight plans consist of several flight lines, which tell pilots where to navigate, and each flight line contains waypoints that indicate when specific cameras will fire. Key components of the flight planning process include:

*The Customer:* The flight planning process begins with the County and EagleView's District Manager and Project Manager, who will work together to develop a map based on your AOI that the County provided in the RFQ process.

*Airspace:* A finalized map goes to Flight Planning, where the team reviews airspace classifications and possible restrictions in your AOI.

*Elevation Data:* Flight Planning reviews elevation data from the USGS National Elevation Dataset to generate an elevation grid and determine appropriate flight altitudes for the project. (If provided, custom elevation will be applied to images during processing).

*Safety:* Using elevation data, the Flight Planning team also determines whether the AOI is safe to fly. At all times, pilots must stay at least 2 miles from forward obstacles (i.e. mountains) and 0.5 miles from lateral obstacles. Aircraft must be at least 1,000 feet above ground level, and maximum altitudes must be at 12,500 and 16,000 feet above sea level, depending on the type of aircraft.

*Tiering:* Flight Planning groups sectors together based on airspace requirements, elevation data, and aircraft and camera system to be used. Flight Planning then generates flight lines in each of these tiers. Based on the tiers and flight parameters, Flight Planning uses EagleView software to assign a shot pattern that tells the cameras when to fire.

*Special Considerations:* Because the County plans to purchase oblique imagery as part of the capture the Flight lines may extend beyond the AOI. These "look-in lines" are necessary to capture oblique imagery across the entire AOI. Additional flight lines may be flown between tiers to capture all oblique views.

*Communication:* Pilots load flight plans onto the aircraft computer prior to capture. Pilots or Flight Operations use these flight plans to coordinate with Air Traffic Control each day of capture.

EagleView follows industry-standard quality control and imagery acquisition procedures. Our internal teams ensure the final deliverables meet the County accuracy and other required specifications. The following sections explain our processes in detail.

### *Step 1: Mission Planning*

To ensure full coverage of the project area at the requested imagery resolution, EagleView's Project Manager will work with the County to develop a flight plan that complies with airspace rules; and ensures safety.

### *Step 2: Image Acquisition Process*

EagleView will capture imagery using its patented camera system in the winter during leaf-off conditions when sun angle is 30° or greater.

#### **Cameras**

Aircraft will be equipped with our state-of-the-art proprietary patented camera system. It also includes an Applanix Position and Orientation System (POS) with a Global Positioning System (GPS) antenna and an Inertial Measurement Unit (IMU).

#### **Camera Calibration**

Cameras undergo a rigorous calibration process, developed by EagleView and licensed to the USGS, prior to image collection and as part of the manufacture. The calibration is performed through the capture



of a series of images from prescribed locations and at varied orientations of a stationary target cage. Targets are identified in the images collected via a semi-automatic process, and a free-network bundle adjustment is performed to solve for camera interior orientation, including precise focal length, principal point location, and radial distortion coefficients. These parameters are then incorporated into the camera model used during subsequent image processing operations. EagleView also puts each camera through its color calibration process to ensure consistent representation of ground features.

In advance of capturing data, EagleView performs an additional aerial boresight calibration on each of the systems involved in a project. An adjustment is computed to solve for the alignment between the optical axis of the camera and the internal coordinate axes of the Inertial Measurement Unit (IMU). This adjustment is then applied to the imagery captured throughout each project. Each system completes a boresight flight at regular intervals to ensure sensors have stayed in alignment.

### ***Capture Parameters***

Throughout each capture mission, GPS/IMU data will be logged on the aircraft. The GPS data will be recorded at a minimum rate of 2Hz, and the IMU data will be logged at a minimum rate of 200Hz. Concurrently, multiple GPS reference stations will be logging data on the ground. These reference stations are typically part of the CAN-NET network. EagleView may set up and run a base station, as needed. The imagery will be nominally captured with a PDOP value of less than 8.0 and within 60 kilometers of an operating GPS reference station. EagleView limits its sensor to 6° of pitch and yaw. This limit can be used due to the narrow field of view of EagleView's cameras which, by design, limit the off-nadir distance of features at the edge of the frame.

Imagery will be captured at 24 bits per band with a planned forward overlap of 60% and a sidelap of 30%. Image collection will extend beyond the project area boundaries to produce full ortho imagery coverage. All ortho Images may provide an accurate top-down view that is rectified to align to a map grid and can be integrated into a GIS database. EagleView's systems use onboard IMU to control crab. These systems report errors above 15°. All errors are reviewed, and images may be rejected per scope of work and quality thresholds. Any areas that need to be addressed will be identified during our extensive coverage verification review. Areas will be re-flown accordingly.

### ***Touch-up Flight***

There are several levels of checks and balances at EagleView where the imagery is checked for anomalies and accepted or rejected for re-fly. The Geomatics team are the first level, scrutinizing the imagery immediately upon receipt from the pilot. While the planes are still in the area, they ascertain whether any re-flies are necessary and, if so, the re-flies are expedited back to EagleView's flight planning team for dispatch to the pilots. Initial imagery can be shared with the client to gain their acceptance of the quality and accuracy.

### ***Sun Angle***

EagleView may capture images when there are clouds above the altitude of the aircraft. In fact, the best lighting for the EagleView images is when there is a light, high cloud cover, as this provides the most consistent Lambertian lighting coverage. The preferred capture windows are when the leaf canopies are off, and the ground is not obscured by snow or ice.

### ***Step 3: Post-Processing of Imagery***

EagleView's Geomatics team will post-process the imagery, turning the raw data into georeferenced imagery and ensuring image quality.

**Step 1:** Upon receipt, the Geomatics team will copy data from the hard drive to the server, which will automatically back up the data. Once copy is complete, EagleView's software will develop the raw images, applying color, contrast, and sharpness to each image frame.



**Step 2:** Using Applanix POSpac software, the Geomatics team will refine positional data by combining Inertial Measurement Unit (IMU) data with the GPS receiver's raw observables. These include pseudorange and phase, which provide the distance between the satellite and the receiver. This process will produce the Smoothed Best Estimate of Trajectory (SBET) for the flight. POSpac software, the Geomatics team will refine positional data by combining Inertial Measurement Unit (IMU) data with the GPS receiver's raw observables. These include pseudorange and phase, which provide the distance between the satellite and the receiver. This process will produce the Smoothed Best Estimate of Trajectory (SBET) for the flight.

**Step 3:** The Geomatics team will use EagleView's proprietary software to apply the trajectory data (SBET) to the imagery based on the individual time stamps associated with each image frame. Once this process is complete, images will be georeferenced (or tied to specific geographic coordinates). The location (X, Y, Z) and orientation (Roll, Pitch, Yaw) values derived from the SBET and assigned to each frame will serve as the initial exterior orientation (EO) values for the aerial triangulation phase of processing, if applicable to the project.



**EagleView's Geomatics team will post-process imagery, turning the raw data into georeferenced imagery. With georeferenced imagery, users will have the power to perform measurements on imagery and view the location of individual pixels.**

**Step 4:** The Geomatics team will review the quality of the images and inspect for potential issues related to color, camera defects, environmental conditions, capture platform anomalies, cloud cover, shadows, glare, and motion blur. If images do not meet quality standards, the team will mark imagery for recapture. EagleView reviews imagery while aircraft are still in the project area for efficient deployment should a re-fly be necessary.

**Step 5:** The Geomatics team will perform a verification process to determine image-to-image and camera-to-camera accuracy. Using EagleView's proprietary software, the team will compare common points in different images. The team will check calculated coordinates for a point in one image against the coordinates for the same point in other images that cover the same location. We will investigate inconsistencies. Imagery will be reprocessed if the team identifies points that do not meet EagleView's quality standards.

**Step 6:** We will orthorectify orthophotos to remove horizontal displacement caused by terrain height variation, earth curvature, and camera-based distortions. The Geomatics team will incorporate the best available digital elevation model (DEM), geo-referenced exterior orientation values, and calibrated camera model parameters into imagery during orthorectification. Images will be rotated to point true north. The Geomatics team will use EagleView's proprietary software to ensure image pixels are the same dimension. Once orthorectified, images will have a consistent scale, allowing for accurate measurements of distance and direction.

### ***Preparing Initial Visualization-Grade***

We will produce initial deliverables once all imagery from the area of interest has been post-processed and orthorectified. We use our proprietary software to mosaic ortho imagery and produce ortho sector tiles. Prior to production of area-wide mosaics, the Geomatics team will review tiles to verify proper coverage and identify any image issues.



We will copy all ortho data to a hard drive. A member of the Quality Control team will review all deliverables. We then upload final imagery to Cloud and the Customer Technical Support team ships a hard drive of imagery to you.

## Quality Assurance

EagleView has relied on strict quality and project management controls to ensure projects meet customer specifications and are delivered on time and within budget. With these controls in place, we continue to grow our business and secure repeat customers. Our imagery library has grown from 229 million images in 2013 to more than 1 billion images today. We have served 2,000 government customers.

## Quality Control

Key quality assurance steps include, but are not limited to, the following:

Quality Checkpoint	Description
<i>System Calibration</i>	Sensors are calibrated for lens distortion, system geometry, color response, and accurate bore sighting.
<i>Flight Altitude</i>	With a digital elevation model, flight plans are tiered at different altitudes to allow for complete image overlaps and consistent resolution and ensure safety.
<i>Image Acquisition</i>	The flight management system performs several real-time quality checks during capture operations. The system immediately flags images captured when the aircraft experiences excessive roll, pitch, or yaw, and immediately recaptures frames with significant glare from solar reflection.
<i>Receiving</i>	Upon receipt of captured imagery, Geomatics inspects images algorithmically and physically for color, camera defects, environmental conditions, capture platform anomalies, cloud cover, shadows, glint, and motion blur. If images do not meet quality standards, the team marks imagery for recapture.
<i>Re-fly</i>	EagleView ships drives containing imagery and data to its processing facility while aircraft are still in the area. If a re-fly is needed, EagleView can dispatch pilots quickly.
<i>GPS Post-Processing</i>	Differential GPS and IMU post-processing are handled using Applanix POSPac suite of software. The resulting solution is held to strict accuracy standards.
<i>Digital Elevation Model</i>	EagleView compiles elevation data from multiple sources, including customer-provided data, EagleView LiDAR data, and best available public domain data. EagleView reviews the quality of the elevation data before orthorectification. When areas of poor quality or change are identified, EagleView derives data using internal methods to update and yield a more accurate elevation model.
<i>Metadata</i>	Each set of orthophoto deliverables includes XML metadata containing information about the processing, quality, and accuracy. The finalized metadata files are validated for compliance with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM), Version. 2 (FGDC-STD-001-1998).



## Deliverables

EagleView performs a final QA/QC check on deliverables to ensure they meet the customer's desired specifications.

## Integration Capabilities

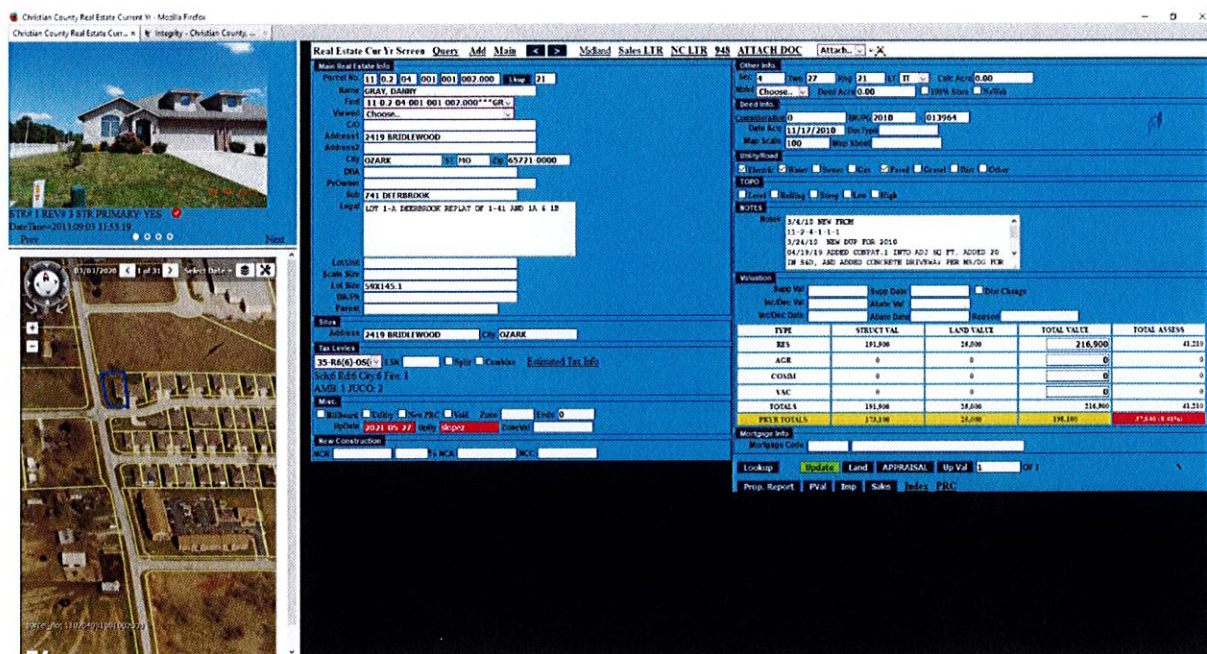
EagleView has established integrations with major CAD, most major CAMA vendors, and is a Gold Partner of good standing in the Esri Partner Network. EagleView's Cloud platform keeps pace with ESRI's developments, while offering backward compatibility to older applications, data bases, and operating systems. This is critical to ensure that you can quickly and easily access your imagery in a manner that fits your workflow. Further, our platform provides the public unlimited visualization-only access to EagleView-hosted custom imagery libraries via a web application or server-based integration, such as the Integrated Pictometry Application (IPA).

The IPA is a robust integration that allows customers and partners to embed an imagery viewer with EagleView oblique and ortho imagery and tools into their existing public-facing and internal web applications. CONNECT IPA has been integrated into hundreds of CAMA, GIS, and E-911 services across the United States and Canada.

In addition, our platform offers robust integration capabilities and offers standard APIs that can be leveraged integrate with County- desired current and future software applications.

## Ulrich Integration

EagleView has an existing oblique integration with Ulrich CAMA software, **uniquely** positioning EagleView to provide an integrated workflow for County users.

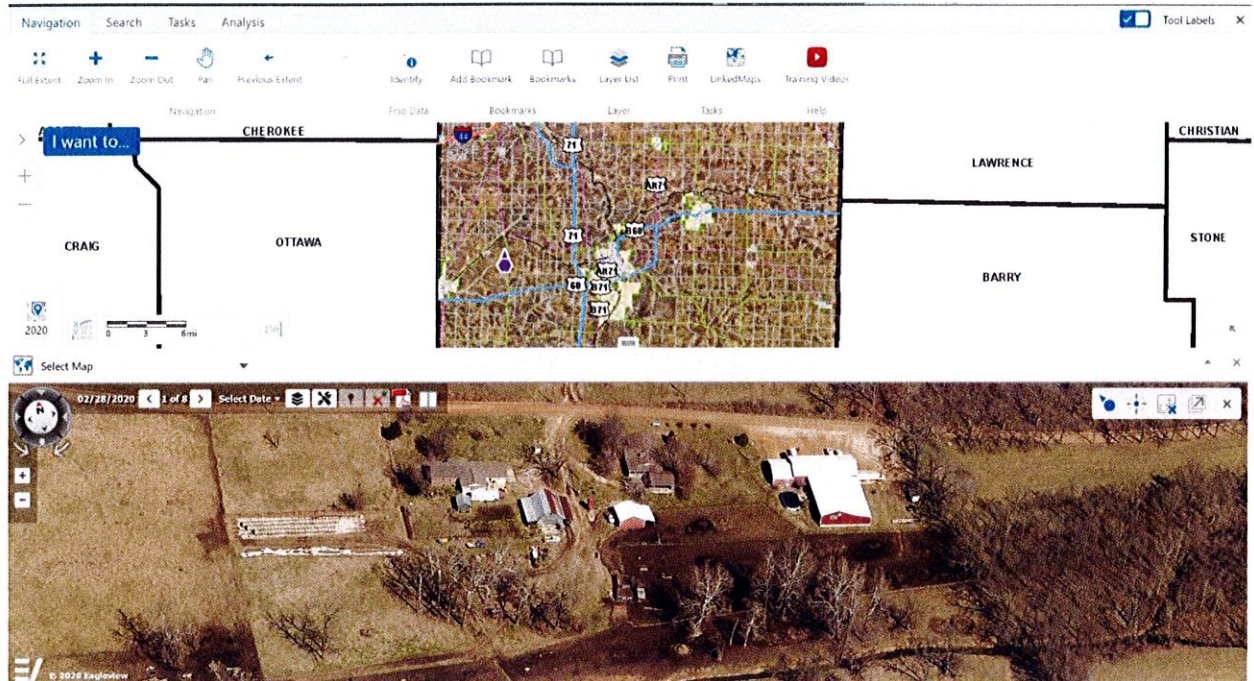


**Ulrich CAMA.** EagleView has the **ONLY** oblique integration with Ulrich CAMA software. Allowing County users a streamlined workflow.

## SAM LLC Integration



EagleView has an existing Integration with SAM LLC GIS software, streamlining GIS workflows and providing high resolution imagery to support a full range of GIS functions.



*SAM LLC. EagleView has an existing integration with SAM LLC to support GIS teams.*

## Bid Response

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Request for Bid Title/Name: **Aerial Photography and Change Detection Services**  
PLEASE MARK YOUR ENVELOPE "SEALED BID – IMAGERY"  
RETURN ONE (1) ORIGINAL & TWO (2) HARD COPIES.

**Bid Submission**

Location / Mail Address: Johnson County – County Clerk  
Attn: Diane Thompson, County Clerk  
300 North Holden Street, Suite 201  
Warrensburg, Missouri 64093  
Phone: (660) 747-6161

**Bid Opening**

Location / Address: Johnson County Courthouse - Commission Chambers  
300 N. Holden Street  
Warrensburg, Missouri 64093

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein.

**Bidder is REQUIRED** to complete, sign and return this form with their submittal to our solicitation as well as **initial all pages**. By initialing each page, you are acknowledging having thoroughly read and agreeing to each item on the page, any page not initialed will be considered non-responsive and may be disqualified. \*An authorized signature and email address, printed clearly is mandatory, lack thereof may result in a determination of "Non-Responsive" and disqualify from participation.

Pictomertry International Corp. dba EagleView

Company Name

25 Methodist Hill Drive

Address

Rochester / Monroe / NY / 14623

City / County / State / Zip

(585) 486-0093

(585) 486-0098

Telephone #

Fax #

bob.locke@eagleview.com

\*E-mail (MUST be legible.)

Robert Locke

Authorized Person (Print)

Robert Locke mv

\*Signature

President

Title

10/1/2024

16-1595473

Date

Federal Tax ID #

Corporation

Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

**INTRODUCTION & BASIC PROCESSING INFORMATION:**

All formal invitations for bid are handled by the Johnson County Clerk.

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Item 1.15 for the process to submit questions.



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1. Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2. List the bid name on the outside surface of the box or envelope and note "Response to Request for Bid enclosed" with a return name & address. No fax or electronic transmitted responses will be accepted.
- 1.2. Submittal: Sealed responses may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions. Sealed Responses must be delivered before "Bid Submission Deadline" as listed on page one, to the Johnson County Clerk as listed on page two. It is the Bidder's responsibility to ensure responses are delivered in a timely fashion to the Clerk's Office. Courier or hand delivery is recommended.
- 1.3. Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.
- 1.4. Opening: Bids will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.
- 1.5. Award/Timeline: Recommendation for award will be made formally to the Johnson County Clerk as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.
- 1.6. Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.
- 1.7. Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.
- 1.8. Presentations/Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.
- 1.9. Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.
- 1.10. Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.
- 1.11. Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.
- 1.12. Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Johnson County will process payment in full. Invoices need to be issued and mailed to the requesting department - not to the Clerk. Requests for credit applications and deposits are not necessary and will - in most cases - not be processed or accepted.
- 1.13. Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.
- 1.14. Bid Results: Bid results are posted on the County website at: <https://jococourthouse.com/bids.html> Please do not call for results. An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors.
- 1.15. Questions: All questions regarding this solicitation must be submitted to Diane Thompson via email by the time indicated on page 1. Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.
- 1.16. Addendum: If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications. Addenda are valid only if in writing and issued by the Johnson County Clerk's Office. Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe. Any necessary Addendum will be posted on the Johnson County website with the original solicitation. When an Addendum is necessary, Bidders are required



to formally respond. Follow the instructions as indicated in the Addendum. An indication will be in red and placed at the end of the affected proposal.

- 1.17. Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."
- 1.18. Award of Contract: Any award agreement shall take effect upon the approval by the Johnson County Commission. Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.
- 1.19. Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: \_\_\_\_" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.
- 1.20. Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <https://jococourthouse.com/bids.html> If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.
- 1.21. Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.
- 1.22. Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.
- 1.23. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.
- 1.24. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 1.25. Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office ((660) 747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

## 2. SPECIFICATIONS AND BID RESPONSE PRICING

The Johnson County Clerk's Office will accept and the County Commission will review responses to this RFB in an effort select a single contractor to complete ortho and oblique imagery with a change detection reporting program based on the collected imagery which is compatible with Ulrich Software. For questions concerning any listed specifications, contact Diane Thompson, County Clerk, in writing to [clerk@jocomo.gov](mailto:clerk@jocomo.gov)

**Background:** According to the 2020 census, Johnson County has 826.3 square miles of land with a population of approximately 54,010. The following companies provided Johnson County's aerial imagery:

2015	Surdex Corporation, 520 Spirit of Saint Louis Blvd, Chesterfield, MO 63005
2020	Surdex Corporation, 520 Spirit of Saint Louis Blvd, Chesterfield, MO 63005
2022	Surdex Corporation, 520 Spirit of Saint Louis Blvd, Chesterfield, MO 63005



**Please check (✓) off the appropriate box to indicate compliance** with the specifications. The County will always look for 100% COMPLIANCE. These "SPECIFICATIONS" and "STANDARD TERMS AND CONDITIONS" are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All "D" check (✓) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

**C = Comply with item. (In some cases, this will serve as a simple acknowledgement.)**

**D = Do not / cannot comply with item.**

<b>C</b>	<b>D</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.1 1" GSD: One-inch (1") Ground sampling distance (GSD) ortho and 3-band natural color 4-directional oblique imagery (40-45 degree angle) in 20 (twenty) specified one square mile sections of Johnson County (see Appendix – yellow highlighted sections); and,

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

2.2 3" GSD: Three-inch (3") GSD, ortho and 3-band natural color 4-directional oblique imagery (40-45 degree angle) in the remaining one square mile section of Johnson County. (see Appendix A – all unhighlighted sections)

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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2.3 Flight Specifications: Imagery shall be captured between the months of November 2024-Janurary 2025. The Contractor shall re-fly, at no additional cost to the County, any unacceptable aerial photography, with the re-flight coverage overlapping the accepted photography.

- a. 0.5' GSD: This means each pixel in the orthophoto represents 0.5 feet on the ground. The smaller the GSD, the higher the resolution, so this is a relatively high-resolution image.
- b. 30-degree sun angle: This refers to the angle of the sun above the horizon at the time of image capture. A 30-degree sun angle helps reduce shadows that might obscure details in the image, providing better visibility of the ground.
- c. Cloud and cloud shadow-free: The imagery must be free of clouds and any shadows cast by clouds, ensuring that all ground features are clearly visible.
- d. ± 1-foot horizontal accuracy: This indicates the positional accuracy of the imagery. The horizontal location of features should be accurate to within 1 foot, which is a high level of precision.
- e. Clear ground conditions following leaf-off: The imagery should be captured when trees have lost their leaves (leaf-off condition of 30% or less foliage coverage), improving visibility of the ground and structures.
- f. No snow or flooding: The imagery must be captured under conditions without snow cover or flooding, so the actual surface of the ground can be clearly seen.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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2.4 Imagery Access: Early access delivery will be made available to users as imagery is captured.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

2.5 Mosaic Images: The ortho imagery should also be delivered in a hardcopy countywide mosaic(s). Mosaic(s) will combine all the geographic area's tiled images into a MrSID format. The hard copy orthomosaic will remain in procession of Johnson County if the county decides not to continue annual subscription licensing outside of length terms provided in agreement.

Surrounding County Images: The selected vendor must be able to provide the surrounding counties (Jackson, Lafayette, Saline, Pettis, Henry, and Cass) oblique imagery, if available, to Johnson County in one software platform.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

2.6 Surrounding County Images: The selected vendor must be able to provide the surrounding counties (Jackson, Lafayette, Saline, Pettis, Henry, and Cass) oblique imagery, if available, to Johnson County in one software platform.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

2.7 Change Detecting Product: Vendor must have the ability to provide a change detection product that will show new structures and add-ons to existing structures by comparing the new flight imagery with the current 2023 county imagery and ongoing years as the contract is awarded. Software for identifying said changes must be provided at no additional cost for change detection product.



- ☒ ☐
- 2.8 Web-based Application: The oblique imagery should be delivered as a hosted web-based service by the vendor. This service should be part of a Geographic Information System (GIS) web-based application that enables users to;
- View
  - Measure (length, height, and slope)
  - Determine elevations
  - Annotate images with text, lines, circles, etc.
  - Print and export images
  - The ability to seamlessly pan from one oblique to the next within viewing software.
  - Support overlay of local GIS data layers and the use of web feature services with customizable symbology, geocoding, and mobile device use.
  - Support user roles and group administration.
- ☒ ☐
- 2.9 Third-Party Software/ Application Programming Interface (API) Integration: Vendor must have a proven track record and willingness to integrate oblique imagery via third-party vendor software already being used within county: Ulrich CAMA, Integrity GIS, Survey and Mapping (SAM), ESRI, ONESolution by CentralSquare Technologies.
- ☒ ☐
- 2.10 Users: License to provide imagery and viewing software to all municipalities and county departments and public at no additional charge.
- ☒ ☐
- 2.11 Training: Onsite training will be provided for county and municipality users initially at no additional cost and online training will be available for future employees.
- ☒ ☐
- 2.12 References: List three (3) similar projects completed in Missouri including County Name, # of 1" GSD Sections, # of 3" GSD Sections, and Third-Party Software Used. Also required with bid, an attached a change report page from each reference (1 page only).
1. St. Charles County Government - Travis Welge, Assessor - twelge@sccmo.org  
Project Details: 2024 Capture- 645 mi2 1 Inch GSD Third-Party Software Used ESRI/Thomas Reuters CAMA
  2. Jasper County- Lisa Perry, Assessor - lperry@jaspercountymo.gov  
PD: 2024 Capture 672 mi2 3 Inch GSD Third-Party Software Used ESRI Tyler Technologies CAMASchneider Geospatial
  3. Christian County-Danny Gray, Assessor- assessor@christiancountymo.gov  
Project Details: 2024 Capture 596 mi2 3 Inch GSD Third-Party Software Used ESRI/Ulrich CAMA/SAM LLC
- ☒ ☐
- 2.13 State and Federal Law Compliance: The contractor will be responsible for compliance with any and all Federal and Missouri labor, environmental, and transportation laws, as applicable.
- ☒ ☐
- 2.14 Fees and Permitting: All fees for plans and permitting are the responsibility of the General Contractor.
- ☒ ☐
- 2.15 No Cost Emergency Imagery: No charge for imagery of up to 200 square miles of affected areas from tornados rated Enhanced Fujita Scale EF4 or greater and earthquakes measured at 6.0 on the Richter Scale or higher.
- ☒ ☐
- 2.16 Reduced Cost Emergency Imagery: Discounted rates for areas greater than 200 square miles of disasters listed in 2.15 or disasters rated below the levels listed in 2.15 including flood meeting or exceeding major flood stage, wildfires impacting populations centers, etc.
- a. Describe discount rates: Disaster Coverage Imagery at No Additional Charge – EagleView 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 EagleView).
- ☒ ☐
- 2.17 Costs
- a. First Year Flyover (November 2024-January 2025): \$ 150,645.00
  - b. Additional Year Flyover (November 2026-January 2027): \$ 150,645.00
  - c. Additional Cost – Detection Based Changes for 28,690 parcels: \$ 31,845.90

\*Annual pricing breakdown attached on following page.

Project 1 (2024)	
Imagery	\$ 150,645.00
ChangeFinder 2023-2024	\$ 20,083.00
<b>Project Total</b>	<b>\$ 170,728.00</b>
Annual Payment (2)	\$ 85,364.00

Project 2 (2026)	
Imagery	\$ 150,645.00
ChangeFinder 2024-2026	\$ 11,762.90
<b>Project Total</b>	<b>\$ 162,407.90</b>
Annual Payment (2)	\$ 81,203.95



### 3. STANDARD TERMS AND CONDITIONS

C	D	
X	___	3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications.
X	___	3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt.
X	___	3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response.
X	___	3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.
X	___	3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name.
X	___	3.6 The Johnson County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers the most advantageous to the County. Johnson County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
X	___	3.7 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid.
X	___	3.8 When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
X	___	3.9 The delivery date shall be identified by specific date, unless otherwise indicated.
X	___	3.10 The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the County Clerk's Office.
X	___	3.11 The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should be directed to the County Clerk's Office.
X	___	3.12 In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
X	___	3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification.
X	___	3.14 Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Johnson County, Missouri. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
X	___	3.15 Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the subject matter of the request for bid: (1) workers' compensation insurance for all employees as required by state law; (2) comprehensive general liability insurance in an amount not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (3) automobile liability insurance during the term of the Agreement not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to protect themselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during the term of the Agreement in an amount which will adequately cover the potential loss or damage to such items. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements as set forth in this section. Each policy of insurance must contain a thirty (30) day mandatory cancellation notice.



#### 4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with **all** of the below listed requirements or it may **not** be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please email or call Diane Thompson ([clerk@jocomo.gov](mailto:clerk@jocomo.gov) | 660-747-6161) with any questions pertaining to these requirements or any other written instructions.

(✓) = Acknowledge intent to comply with or to have included the following items:

Item #	FINAL COMPLIANCE CHECKLIST	(✓)
4.1	The County will not accept any late proposals. Late packages will not be opened or returned.	✓
4.2	No fax or electronic transmitted proposals will be accepted.	✓
4.3	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.	✓
4.4	Illegible responses, including an unreadable email address, WILL disqualify.	✓
4.5	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page.	✓
ITEMS TO BE INCLUDED IN BID SUBMITTAL PACKET		
4.6	Original bid response including issued addendum. Please indicate original.	✓
4.7	2 Copies of bid response including issued addendum (one sided copies only). Please indicate copy.	✓
4.8	W-9 Form: Include a current/signed W-9 form with your company's formal information.	✓

Following the Commissions award of the bid, and before an agreement is signed between the parties, copies of the Certificates of Insurances will be required.



## AGREEMENT FOR AERIAL PHOTOGRAPHY AND CHANGE DETECTION SERVICES

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ is made between Johnson County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Pictometry International Corp. dba EagleView of \_\_\_\_\_ (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. **Contract Documents.** The contract documents to this Agreement for the purchase of Aerial Photography and Change Detection Services ("Services") shall include the Contractor's bid response to County's Request For Bids: Aerial Photography and Change Detection Services and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
2. **Contract Price.** Services provided under this Agreement shall not exceed the price as quoted in the attached bid response. In the event of renewal of this Agreement, the parties agree that the Price for subsequent fiscal years shall be governed by the RFB.
3. **Contract Duration.** This agreement shall commence on the date it is fully executed and extend for a period of one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed biannually for a second flyover in November, 2026-January, 2027 on the same terms and conditions as set forth in the Contract Documents and this Agreement, by providing notice of the intent to renew to Contractor no later than September 1, 2026, subject to the pricing clauses as agreed to, and offered by the Contractor's bid response.
4. **Billing and Payment.** All billing shall be invoiced with specific department information and include reference **RFB Assessor Imagery** for tracking. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay one half of the agreed upon price at completion of field work and the remaining one half of the price upon receipt of the final audit report. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
5. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
6. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.
7. **Termination.** This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. Due to material breach of any term or condition of this Agreement, or
  - b. If in the opinion of the Johnson County Commission Services are delayed or are not provided in conformity with specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.
8. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Johnson County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

"Contractor"

Johnson County, Missouri

\_\_\_\_\_  
Authorized Person (PRINT)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Troy A. Matthews, Presiding Commissioner  
\_\_\_\_\_  
John L. Marr, Eastern Commissioner  
\_\_\_\_\_  
Charles Kavanaugh, Western Commissioner  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Diane Thompson, County Clerk

Attest:

AUDITOR CERTIFICATION: In accordance with 50.660 RSMo, I hereby affirm that as of \_\_\_\_\_ (date) there is a balance otherwise unencumbered to the credit of this appropriation and a cash balance otherwise unencumbered in the treasury to the credit of the fund (\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_) from which payment is to be made, each sufficient to meet the obligation incurred. \_\_\_\_\_, Chad Davis, Johnson County Auditor



**One-Inch GSD Sections**

### All Remaining Sections

MC



## Additional Information

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### Clarification

#### **3. Standard Terms and Conditions, 3.14 Cooperative Procurement**

*Cooperative Procurement pricing is subject to project specifications and quantities.*

### Form W-9



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

**Pictometry International Corp. dba EagleView**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

**PO Box 735288**

**6** City, state, and ZIP code

**Dallas, TX 75373-5288**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

**Employer identification number**

1 6 - 1 5 9 5 4 7 3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**

Signature of  
U.S. person ►

Stephen P. Dorton  
Stephen P. Dorton (Jan 24, 2024 10:35 CST)

Date ► January 24, 2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP.  
AND CHRISTIAN COUNTY, MO**

This order form ("Order Form") is by and between Pictometry International Corp. and its affiliates, also dba EagleView, ("EagleView") and Christian County, MO ("Customer") for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. The provision of all such Content and Services is subject to this Order Form and the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms

- General Terms
- Product Specific Terms
  - Delivered Content
  - Online Services
  - Web Visualization
  - Software License

Section C: Non-Standard Terms and Conditions (if applicable)


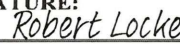
Map(s)

(all of which, collectively, constitute this "Agreement"). In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the Agreement, and subject to the terms and conditions set forth in the Agreement, EagleView agrees to provide Customer with access to and use of the Content and Services specified in Section A of the Agreement in accordance with the terms and conditions of the Agreement. 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.

In the event of any conflict among any contract components comprising the Agreement, the order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions (if applicable); Section A: Product Descriptions, Prices and Payment Terms; Section B.II: License Terms (Product Specific Terms); and Section B.I: License Terms (General Terms).

The Agreement is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the "Effective Date").

**PARTIES:**

CUSTOMER	EAGLEVIEW
CHRISTIAN COUNTY, MO	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE: 	SIGNATURE:  <small>Robert Locke (Jan 28, 2025 16:06 EST)</small>
NAME: <i>Lynn Morris</i>	NAME: Robert Locke
TITLE: <i>Presiding Commissioner</i>	TITLE: President
EXECUTION DATE: <i>1/30/25</i>	EXECUTION DATE: Jan 28, 2025



## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #

LC-10011040

**BILL TO**

Christian County, MO  
Danny Gray  
100 West Church Street  
Ozark, Missouri 65721  
(417) 581-6360  
assessor@christiancountymo.gov

**SHIP TO**

Christian County, MO  
Danny Gray  
100 West Church Street  
Ozark, Missouri 65721  
(417) 581-6360  
assessor@christiancountymo.gov

**CUSTOMER ID**

A1217986

**SALES REP**

Alexandra Stark

**FREQUENCY OF PROJECT(S)**

N/A

**PROJECT 1**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT <sup>1</sup>
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection. Change Detection and Building Outlines. or Building Outline line item in the order.  <i>Product Parameters:</i> Source One: Source One Year Source Two: Source Two Year: Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:	\$ 1,100.00		\$ 1,100.00
42280	ChangeFinder - Change Detection: Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified. newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single. customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance.  <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2022 Source Two: Pictometry Imagery Source Two Year: 2024 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:	\$ 0.47		\$ 19,871.60
SUBTOTAL					\$20,971.60

Thank you for choosing EagleView as your service provider.	<b>TOTAL</b>	\$ 20,971.60
--	--------------	--------------

<sup>1</sup>Amount per product = ((1-Discout %) \* Qty \* List Price)

**Geofences:**

MO Christian

**Geofences Products Affected:**

**FEES; PAYMENT TERMS**

Customer hereby agrees to pay the Fees specified in this Section A of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the "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 EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView 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). In addition, Customer shall pay EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

First Project	
Deposit/Due At Signing	\$0
Due at Delivery/Activation	\$20971.60



## SECTION B

## LICENSE TERMS

### I. GENERAL TERMS

These General Terms (the "General Terms") set forth the terms and conditions that govern Customer's access to and use of all Content and Services (each as hereinafter defined) provided by EagleView (unless otherwise expressly provided to the contrary herein). As used in these General Terms, the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which these General Terms are incorporated.

#### 1. DEFINITIONS

- a. "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to any Content pursuant to the Agreement.
- b. "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- c. "Authorized Users" means Delivered Content Authorized Users and Eligible Users.
- d. "Content" means, collectively, the Delivered Content, the Licensed Content and the WVO Licensed Content.
- e. "Covered Party" means (a) EagleView, and its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of EagleView or any of its affiliates; and (b) each third party supplier of any Content or Services, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Content or Services, or of any third party alliance entity and their affiliates.
- f. "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of EagleView pursuant to the Agreement (whether via hardware or online (but excluding via the Online Services)), in connection with the EagleView products specified in Section A: Product Description, Prices and Payment Terms.
- g. "Delivered Content Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- h. "Documentation" means any written materials that accompany the EagleView Software.
- i. "Eligible Users" means you, your employees, and temporary or contract employees dedicated to performing work exclusively for you.
- j. "Licensed Content" means images available via the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- k. "Online Services" means the Pictometry Connect online services made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.
- l. "EagleView Credential" means the unique login/password assigned to each Eligible User for purposes of accessing any of the Services.
- m. "EagleView Software" means the software that EagleView makes available to you to install (whether via download or otherwise) and view the Delivered Content.
- n. "Project" means a project as specified in Section A: Product Description, Prices and Payment Terms.
- o. "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to EagleView prior to being granted access to Delivered Content and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.
- p. "Services" means, collectively, any services set forth in Section A: Product Description, Prices and Payment Terms, the Online Services, the WVO Services and the EagleView Software (and accompanying Documentation) and any other services provided by EagleView and agreed upon between the parties from time to time.
- q. "WVO Licensed Content" means the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- r. "WVO Services" means the EagleView web visualization offerings made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

## 2. RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- a. Usage Rights. Your rights with respect to your (and to the extent applicable your Authorized Users') access to and use of the applicable Content and Services is set forth in Section B.II: License Terms (Product Specific Terms).
- b. Restrictions. You agree to the following restrictions in connection with your access to and use of the Content and Services:
  - i. You may not copy, distribute or make derivative works based upon the Content or Services in any medium, except to the extent expressly permitted in the Agreement. Without limiting the foregoing, except to the extent expressly permitted in the Agreement, you may not copy or retain copies of the Content, or any portions thereof, on any computer or storage device or media including for the purpose of creating or maintaining one or more databases of that Content for use in substitution for subsequent access to the Content, nor will you authorize or permit any user of the Services to do so.
  - ii. You may not distribute or otherwise make available any Content to Google or its affiliates, either directly or indirectly.
  - iii. Except to the extent expressly permitted in the Agreement, you may not exploit the goodwill of EagleView, including its trademarks, service marks, or logos, without the express written consent of EagleView.
  - iv. You may not remove, omit, alter or obscure copyright or other notices or legends (including confidentiality markings) contained on or included in the Content or Services and you will reproduce all such information on all copies made hereunder. You will keep the Content and EagleView Software free of all claims, liens and encumbrances.
  - v. You may not offer any part of the Content or Services for commercial resale or commercial redistribution in any medium.
  - vi. You may not, and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Services. Any attempt to do so is a violation of the rights of EagleView and its licensors.
  - vii. To the extent any of the Content or Services are provided to you online, you may not access such Content or Services (or both) via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by EagleView in writing, use of such Content and Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
  - viii. Except to the extent expressly permitted in the Agreement, you may not make the Content or Services available to any other party.
  - ix. To the extent EagleView Credentials are assigned to you or any of your Eligible Users in connection with the Agreement, such EagleView Credentials shall only be used by the person or entity to whom they were originally assigned and may not be shared with, or used by, any other person, including other Eligible Users. You will use reasonable commercial efforts to prevent unauthorized use of the EagleView Credentials assigned to you or any of your Eligible Users and will promptly deactivate any EagleView Credentials you suspect are lost, stolen, compromised, or misused.
- c. Reservation. All right, title, and interest (including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights) in the Content and the Services, and any written materials that accompany the Services, in any media or form, are and will remain in EagleView or its third party suppliers (as applicable). Neither you nor any users of the Content or the Services acquire any proprietary interest in the Content, the Services, or any copies thereof, except the limited use rights expressly granted under the Agreement. EagleView reserves all rights not expressly granted to you in the Agreement. You will not assert any right, title or interest in any of the Content or Services provided to you under the Agreement, except for the express license granted to you under the Agreement.
- d. Updates. Except to the extent expressly provided to the contrary in the Agreement, the Content, the Services, and the features and functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by EagleView without notice.

3. CONFIDENTIALITY. The Content, EagleView Software and Documentation consist of commercially valuable, proprietary products owned by EagleView, the design and development of which reflect an investment of considerable time, effort, and money. The parties agree that the Content, EagleView Software, Documentation, and the terms and conditions of the Agreement ("Confidential Information") are (and are treated by EagleView as) confidential and contain valuable trade secrets and confidential commercial information (including financial information) of EagleView. You agree that you will not disclose, provide a copy of, or disseminate the Confidential Information (other than as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement) or any part thereof to any person in any manner or for any purpose inconsistent with the licenses granted to you pursuant to the Agreement. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Confidential Information, protect the Confidential Information against unauthorized use, disclosure, copying, and dissemination, and that access to the Confidential Information and each part thereof will be strictly limited. You agree that you will use the Confidential Information solely as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement and for no other purpose. To the extent you are required to disclose the Confidential Information (or any part thereof)



pursuant to applicable law, you will (i) notify EagleView reasonably in advance of such requirement prior to disclosure, (ii) use all reasonable efforts to limit such disclosure, including asserting and applying, as appropriate, the exemption in 5 USC 552(b)(4) (or any analogous state or local laws or regulations) with respect to such information, (iii) only disclose such information to the extent required to comply with applicable law, and (iv) subject to applicable law, permit EagleView to challenge or limit such disclosure prior to the disclosure thereof.

4. TERM; SUSPENSION; TERMINATION; EFFECT OF TERMINATION

- a. Term. The term of the Agreement will commence on the Effective Date and will terminate following delivery of the various Projects (including any Services) set forth in Section A (Product Description, Prices and Payment Terms).
- b. Suspension. In the event of a breach of the Agreement by you, any Authorized User or someone using your EagleView Credential, or end-users who are permitted to use the WVO Services and WVO Licensed Content pursuant to the Agreement, EagleView may temporarily suspend or discontinue providing access to the applicable Services or Content (or both) to you and/or any or all Authorized Users or end-users (or both) without notice and EagleView may pursue any other legal remedies available to it.
- c. Termination. EagleView may terminate the Agreement immediately in the event you: (a) do not pay in full the Fees or do not pay the Fees in accordance with the terms of the Agreement, or (b) fail to comply with any other term of the Agreement.
- d. Effect of Termination. Upon termination of the Agreement, except to the extent expressly set forth in the Agreement, you shall immediately cease all use of the applicable Content and Services, promptly purge all copies of the applicable Content, EagleView Software and Documentation from all workstations and servers on which any of it may be stored or available at the time, and return any hard drive/media containing the applicable Content, EagleView Software or Documentation (or any combination thereof) to EagleView. The provisions of the Agreement that by their nature would survive its termination will survive indefinitely.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; WAIVER

- a. Limited Warranties. EagleView represents and warrants to Customer:

- i. That the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture; and
- ii. That it has the right and authority to make the applicable Services and the applicable Content available to you, and to the extent applicable, your Authorized Users, as authorized expressly by the Agreement.

As your sole and exclusive remedy for any breach of Section 5(a)(i) with respect to the Delivered Content, EagleView shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

- b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(A) OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND "WITH ALL FAULTS" AND EAGLEVIEW, AND EACH THIRD PARTY SUPPLIER OF THE CONTENT OR SERVICES, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE CONTENT OR SERVICES WILL BE CORRECTED. Without limiting the foregoing, the Services and the Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences. The Services and the Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services. All measurements and reports generated by the Services or from the Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes. Contour information obtained from the Services or contained in the Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses. While the Services and the Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and EagleView, and its third party suppliers of the Content or Services, hereby disclaim all liability for damages, claims and expenses arising from such use. Your reliance on the Services and the Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose. EagleView and each third party supplier of any portion of the Content or Services assume no responsibility for any consequences resulting from the use of the Services or the Content. EagleView, and each third party supplier of any portion of Content or Services, hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Services and the Content.
- c. Waiver of Rights. By accepting these General Terms or by using any of the Services or the Content, you waive any and all rights you may have against a Covered Party, each third party supplier of any portion of the Content or Services, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Services or the Content.

## 6. LIMITATION OF LIABILITY

- a. **Limitation of Liability.** No Covered Party shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from, as applicable, (a) any errors in or omissions from the Services or the Content, (b) the unavailability or interruption of the Services or any features thereof or of the Content, (c) your or any other party's use of the Services or the Content, (d) the loss or corruption of any data or equipment in connection with the Services or the Content, (e) the content, accuracy, or completeness of the Content, all regardless of any assistance received in the use of the Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Services.
- b. **Consequential Loss Exclusion.** To the fullest extent permissible by applicable law, neither you nor the Covered Parties will be liable under any cause of action of any kind arising out of or related to the Agreement (including under theories involving tort, contract, negligence, strict liability or breach of warranty) for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, lost profits and attorneys' fees) even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to your (and your Authorized Users' or end-users (or both)) infringement of any intellectual property rights or misappropriation of proprietary data (including Content) or confidential information belonging to EagleView or any of its third party suppliers.
- c. **Liability Cap.** To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of the Covered Parties in connection with any claim arising out of or relating to the Services or the Content or the Agreement exceed the lesser of (i) your actual direct damages, or (ii) the amount you paid for the impacted Services or Content in the twelve (12) month period immediately preceding the date the claim arose.
- d. **Defend and Hold Harmless.** If there is a breach of the warranties in Section 5(a) above, then EagleView, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to your use or, to the extent applicable, your Authorized Users' use, of the Services or the Content, excluding any Services or Content supplied by a third party, asserted against you by any third party provided: (i) all use of the applicable Services and the applicable Content was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the applicable Services or the applicable Content with or into other products, applications, images or data not approved by EagleView in writing; (iii) you give EagleView prompt notice of such claim; and (iv) you give EagleView the right to control and direct the investigation, defense and settlement of such claim. You, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.
- e. **Right to Mitigate.** In addition to Section 6(d), if any of the Services, the operation thereof or any of the Content become, or in the opinion of EagleView are likely to become, the subject of a claim of infringement, EagleView may, at its option and expense, either: (i) procure for you the right to continue using the applicable Services or the applicable Content, (ii) replace or modify the applicable Services or the applicable Content so that they become non-infringing; or (iii) terminate the Agreement (including the applicable licenses granted to you) on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid Fees.
- f. **Sole / Exclusive Remedy.** Your right to monetary damages in the amount of the liability cap, as specified in Section 6(c) above, shall be in lieu of all other remedies which you may have against any Covered Party. The provisions of Sections 6(d) and (e) of the Agreement shall constitute your sole and exclusive remedy for the respective matters specified therein.
- g. **Notification of Claims.** You shall (a) notify EagleView in writing of any claims or proceedings involving any of the Content and/or the Services within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to EagleView all claimed or suspected defects in the Content and/or the Services.

## 7. MISCELLANEOUS

- a. **Restricted Rights.** The Content and Services acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- b. **Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Content or Services in violation of the Export Administration Regulations of the U.S. Department of Commerce.
- c. **Patriot Act.** You are aware and understand that any user data collected or stored by the Online Services or the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold EagleView harmless from, all claims against EagleView with respect to such access.
- d. **Non-Compete.** You may not use the Services or the Content (or both) to compete with any businesses of EagleView.
- e. **FCR.** You may not use information included in the Services or the Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.



The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

- f. Amendments / Modifications. Any modifications, amendments or supplements to the Agreement must be made in writing and be signed by duly authorized officers of each party. Furthermore, the Agreement may not be modified, amended or supplemented by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- g. Payment on Breach. In the event of a breach of your obligations under the Agreement, including your payment obligations, you agree to pay all of EagleView's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- h. Notices. All notices and other communications hereunder shall be in writing or, solely with respect to the Online Services, displayed electronically in the Online Services by EagleView. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to EagleView should be sent to EagleView, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- i. No Waiver. No waiver of a breach of any term of the Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of the Agreement. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right.
- j. Assignment. Neither you nor any Authorized User may assign or otherwise transfer your rights or delegate your duties under the Agreement without the prior written consent of EagleView. Any attempt by you or any Authorized User to assign, transfer or delegate your rights or obligations under the Agreement without EagleView's consent shall be void, and shall also void the limited license granted to you by the Agreement. The Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- k. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.
- l. Force Majeure. Except with respect to Customer's payment obligations for Content or Services (or both) provided, each party will be excused from performance under the Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- m. Severability. The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.
- n. Third Party Beneficiary. Where applicable, each affiliate of EagleView and each third party supplier of the Content or Services has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.
- o. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.
- p. Construction. The headings in the Agreement are for convenience only. They do not constitute a portion of the Agreement and will not be used in any construction of it. The terms "include" and "including" are not limiting.

## II. PRODUCT SPECIFIC TERMS

A. DELIVERED CONTENT. These terms apply to Delivered Content only. If you receive, access or use Delivered Content under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - a. install the Delivered Content on Authorized Systems;
  - b. permit access and use of the Delivered Content through Authorized Systems by:
    - i. Delivered Content Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - ii. Project Participants under the supervision of Delivered Content Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - iii. individual members of the public (each a "Permitted Public Member"), but only through Delivered Content Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
2. Delivered Content Authorized User, Authorized Subdivision and Permitted Public Compliance. You shall at all times be responsible for compliance by each Delivered Content Authorized User, Authorized Subdivision and Permitted Public Member with the terms and conditions of the Agreement including these Delivered Content terms and conditions.
3. Project Participants. Each notice to EagleView identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. EagleView retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Agreement including these Delivered Content terms and conditions.
4. Geographic Data. If available, you agree to provide to EagleView geographic data in industry standard format (e.g., shape, DBF) including digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by EagleView as part of its products and services, provided that at no time shall EagleView claim ownership of that data.
5. STANDARD ORTHO MOSAIC PRODUCTS.

EagleView standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual EagleView 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 EagleView works to minimize such artifacts, without limitation to anything set forth in the Agreement, the EagleView 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 EagleView products may be available that are less prone to such artifacts than the EagleView standard ortho mosaic products.

6. RapidAccess—Disaster Response Program ("DRP")
  - A. Disaster Coverage Imagery – If Section A: Product Description, Prices and Payment Terms provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) 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.

Imagery captured through DRP will be captured "as-is".

- B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView 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, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView's DRP includes the use of Connect Explorer for a term of ninety (90) 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.

- 7. Use of EagleView's Marks. You agree not to attach any additional trademarks, trade names, logos or designations, whether registered or not ("Marks") to any Delivered Content or to any copies of any Delivered Content without prior written approval from EagleView. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the EagleView marks. You further agree that you will not use any EagleView trademark, trade name, logo, or designation in connection with any product or service other than the applicable Delivered Content. EagleView grants you a nonexclusive, non-sublicensable, non-transferable right to use EagleView's Marks to display such Marks to the extent they appear on the Delivered Content and for no other purpose and your right is coterminous with the license granted to you pursuant to the Agreement. You will only use EagleView's Marks as advised by EagleView from time to time and any and all goodwill accruing from your use of such Marks will inure to the benefit of EagleView.
- 8. License Term. The license granted to you pursuant to these Delivered Content terms and conditions is perpetual, subject to EagleView's right to terminate the license in the event you do not pay in full the Fees, unless the Agreement is terminated for any reason other than a breach of the Agreement by EagleView, or as otherwise provided in the Agreement.

B. ONLINE SERVICES. These terms apply to the Online Services and Licensed Content only. If you access or use the Online Services or Licensed Content under the Agreement, the following terms apply to you.

- 1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions otherwise set forth in the Agreement, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 2. Access. Only Eligible Users are eligible to access and use the Online Services and the Licensed Content pursuant to the Agreement. Each Eligible User shall be assigned a EagleView Credential for the purposes of accessing the Online Services. You will promptly deactivate an Eligible User's EagleView Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with EagleView Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others.
- 3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these Online Services terms and conditions will continue for the duration of the term of the Agreement, unless terminated earlier by EagleView in accordance with the terms of the Agreement.

C. WEB VISUALIZATION. These terms apply to the WVO Services and WVO Licensed Content only. If you access or use the WVO Services or WVO Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single website operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
2. End-User Access. You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belongs to the Covered Party , and (e) EagleView takes no responsibility for and shall not be liable for the WVO Licensed Content of its third party suppliers.
3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these WVO Services terms and conditions will continue for the duration of the term of the Agreement, unless earlier terminated by EagleView in accordance with the terms of the Agreement.

D. SOFTWARE LICENSE. These terms apply to the EagleView Software and the Documentation only. If you download, receive access to or use the EagleView Software or the Documentation (or both) under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the EagleView Software and the Documentation solely for internal use. Use of the functionality provided by the EagleView Software other than for your internal use is prohibited, except with the prior written approval of EagleView. You may make one copy of the EagleView Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original.
2. License Term. The license granted to you pursuant to these Software License terms and conditions will terminate automatically (i) upon termination or expiry of the Agreement for any reason, or (ii) without notice from Pictometry if you fail to comply with any term of the Agreement.

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[END OF LICENSE TERMS]



## SECTION C

## NON-STANDARD TERMS

1. The parties acknowledge that the Customer is a governmental entity entitled to certain immunities under the doctrines of sovereign, official, and governmental immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the Customer's rights or defenses regarding any applicable sovereign, governmental, or official immunities and protections provided by Federal and State Constitutional Law.







# MO Christian County\_Change Finder Pictometry 012725 kehw

Final Audit Report

2025-01-28

Created:	2025-01-28
By:	Lindsey Dickens (Lindsey.Dickens@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-O9gbWQJ66bpCKDVXRafXDY73wkAzYhJ

## "MO Christian County\_Change Finder Pictometry 012725 kehw" History


-  Document created by Lindsey Dickens (Lindsey.Dickens@eagleview.com)  
2025-01-28 - 8:45:26 PM GMT
-  Document emailed to bob.locke@eagleview.com for signature  
2025-01-28 - 8:47:47 PM GMT
-  Email viewed by bob.locke@eagleview.com  
2025-01-28 - 9:06:19 PM GMT
-  Signer bob.locke@eagleview.com entered name at signing as Robert Locke  
2025-01-28 - 9:06:54 PM GMT
-  Document e-signed by Robert Locke (bob.locke@eagleview.com)  
Signature Date: 2025-01-28 - 9:06:56 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-28 - 9:06:56 PM GMT




**THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

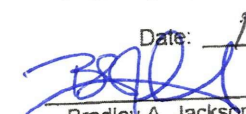
COUNTY OF CHRISTIAN

By:   
Lynn Morris, Presiding Commissioner

Date: 1/30/25

By:   
Johnny Williams, Western Commissioner

Date: 1-30-2025

By:   
Bradley A. Jackson, Eastern Commissioner

Date: 1-30-2025

CONTRACTOR

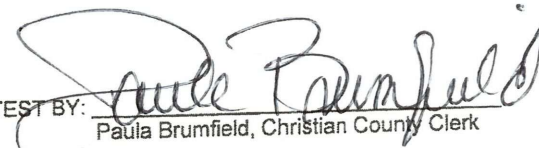
Company Name: EagleView

By: Robert Locke  
Robert Locke Jan 28, 2025 16:00 EST

Title: President

Date: Jan 28, 2025

ATTEST BY:

  
Paula Brumfield, Christian County Clerk

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Approved as to form:

By:   
N. Austin Fax, Christian County Counselor

  
Amy Dent, Christian County Auditor

1/30/25  
Date



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Lynn Morris  
Presiding Commissioner

Bradley A. Jackson  
Eastern Commissioner

Johnny Williams  
Western Commissioner

January 30, 2025

Pictometry International Corp. DBA EagleView  
25 Methodist Hill Dr.  
Rochester, NY 14623

Re: Change Finder Software

The Christian County Commission voted in session today to award Pictometry DBA EagleView the contract for Change Finder Software (aerial photography and change detection services).

Christian County is utilizing the Johnson County cooperative contract for – Aerial Photography and Change Detection for this software.

This contract is effective beginning January 30, 2025, and will terminate January 29, 2026.

Your point of contact is Assessor Danny Gray. Assessor Gray can be reached at 417-582-4311 or by email at [assessor@christiancountymo.gov](mailto:assessor@christiancountymo.gov).

Johnny Williams  
Western Commissioner

Date: 1-30-2025

Lynn Morris  
Presiding Commissioner

Date: 1/30/25

Bradley A. Jackson  
Eastern Commissioner

Date: 1-30-2025



### **SPECIAL CIRCUMSTANCE PAY HOURS**

The administration of this policy is determined by each Elected Official/Department Head for application to their respective employees and is subject to county policy. An emergency refers to any unusual situation that requires County employees to take action to ensure public safety or address special circumstances. In most cases, this results in employees working more than 40 hours in a work week, which would typically qualify them for "FLSA Overtime" (extra pay for hours worked beyond 40). However, there are times when an employee may not reach the 40-hour threshold due to factors like a holiday, the use of Paid Time Off (PTO), or other non-worked hours. In such cases, even though employees worked extra hours during the emergency, they may still receive their regular pay, rather than overtime pay. Each Elected Official has the discretion to request that the payroll clerk treat those additional hours as "Special Circumstances Hours" and apply the overtime pay rate, even if the employee hasn't worked 40 hours in the week.

### **ON CALL AND CALL BACK PAY POLICY**

To be eligible for rotating or continuous on-call duty pay, a position must be hourly (non-exempt under the FLSA), regularly scheduled for on-call duty by their administrative authority and designated and budgeted as a rotating or continuous on-call duty position.

The Human Resources Department maintains the registry of positions designated as rotating or continuous on-call duty positions. Administrative Authorities can request positions be reviewed for addition to the registry annually during the budget process.

***Rotating On-Call duty*** shall normally be at least one (1) week in duration and rotated among designated qualified non-exempt employees. An employee shall be removed from on-call duty if deemed incapable due to illness, or other approved emergency as determined by the duly authorized supervisor. An employee must have been in regular pay status during the normal working day to be eligible for on-call pay, except on weekends or normally scheduled days off. For each day an employee is not in regular pay status during their scheduled on-call period, their on-call pay (\$25 per week of call) will be decreased proportionally. If an employee requests sick leave for a part or whole day during their scheduled on-call period, it shall be up to the supervisor to determine whether or not the employee should be allowed to remain on call for that day, taking into account all circumstances pertinent to the matter. If the supervisor determines the employee should remain on-call, they will receive on-call pay for that portion of their on-call period.

***Continuous On-Call duty*** will occur for the duration a non-exempt employee is active in a designated assignment that is subject to physically being called back to a work site to quickly respond to an emergency situation for which they have received specialized training. Employees in continuous on-call duty designated positions must have been in regular pay status during the normal working day to be eligible for on-call pay, except on weekends or normally scheduled days off. For each day an employee in a continuous on-call duty assignment is not in regular pay status, their on-call pay (\$15 per week) will be decreased proportionally. If employee requests leave for a part or whole day during their scheduled on-call period, it shall be up to the supervisor to determine whether or not the employee should be allowed to remain on call for that day, taking into account all circumstances pertinent to the matter. If the supervisor determines the employee should remain on-call, they will receive on-call pay for that portion of their on-call period.

Employees who are in a designated Continuous On-call position who also cover a designated rotation in a Rotating On-Call assignment will receive the rotating on-call duty rate (\$25) for the period they are subject to both on-call duties. Personnel assigned to any paid on-call status must be easily reached, capable, sober, and ready to work at any time during their on-call period. This condition is a mandatory part of the assignment. If an employee fails to respond to a pager/telephone/text contact, does not timely report to the work site, or is not ready and capable of work when contacted, they will be subject to discipline up to and including termination. Hourly employees who are in a scheduled on-call period and who are called to work after regular shift hours shall receive pay for a minimum of two hours, or actual time worked, whichever is greater. A maximum of two, 2-hour minimum call-in allowances shall be provided per day. A second minimum call-in allowance will be provided only if the call-in occurs more than two hours after the start time of the first call-in. All call-ins requiring time worked over two hours per instance, or additional call-ins above the allowed two, 2-hour minimum call-ins will be compensated for actual hours worked. Call-in allowance time shall start when the employee responds to the call and starts performing work. Travel time to the worksite from home is included in call-in allowance time if onsite work is required. Employees shall be subject to minimum response times established by their department. Minimum call-in compensation shall not be allowed during normal shift hours, breaks, or meal periods. Overtime compensation is applicable only to overtime-eligible employees when total hours worked exceed the regular full-time work cycle or during designated holidays.

Hourly employees **who are not in a paid continuous or rotating on-call period** and who are called back into work outside of their scheduled shift will be compensated for a minimum of 3 hours. Only one 3-hour minimum call-in allowance shall be provided per day (12:01am to 11:59pm on the same calendar date). All additional call-ins that occur after the initial 3-hour minimum call-in allowance will be compensated for actual hours worked. After-hours work for employees who are not on-call and who are not required to report to a work site will be compensated for actual hours worked. Minimum call-in compensation shall not be allowed during normal shift hours, breaks, or meal periods.

### **RECORDING OF WORK HOURS**

Employees are paid on a bi-weekly pay cycle, through direct deposit on the Friday following the end of the two-week cycle. All appropriate wages will be paid, only upon completion of the required time record by the employee and timely submission by the employee's supervisor. Timesheet Approvals/Records should be submitted to the Payroll Clerk by noon of the first regular workday after the end of each two-week cycle. Failure to submit complete accurate records on time may result in delayed payroll processing.

Hourly employees must clock in and out of our timekeeping system; if using paper timesheets, the Elected Official/Department Head or their designee will enter the recorded hours into the system exactly as noted. Paper records must be signed or initialed by both the employee and their supervisor and retained for at least three years for auditing purposes. Each timesheet must accurately reflect the hours worked during the employee's standard work period (7-day or 14-day cycle).

### **LUNCH PERIOD**

Standard time for lunch breaks is 30 minutes. Employees should not abuse the scheduled time set for their lunch period. For example: Employees should not take their lunch break and then return with food to be eaten at their desk during scheduled work time. Nor should employees eat their lunch during scheduled work time and then leave to take their lunch break.



they may request a substitute day as time off. Elected Officials or Department Heads will approve the substitute day/schedule according to the needs of their department. It is the intent of the County that all employees who qualify for Holiday pay will be paid for the Holiday in the pay period when the Holiday occurs. Qualifying part-time employees participate in Holiday benefits as referenced under part-time status. Non-qualifying part-time employees are not eligible for Holiday benefits.

**10-hour days**—Because a Holiday is a benefit, for a full-time employee who works four ten (10) hour days to have a 40-hour week, they may adjust to one of the following schedules:

- Four eight (8) hour days totaling 32 hours + 8=40
- Two eleven (11) hour days and one ten (10) hour day totaling 32 hours + 8=40
- OR work the regular three ten (10) hour days and use two (2) hours of their earned PTO to equal 40 hours.

Holidays are gifted on an annual basis (January 1<sup>st</sup>) and if not used will expire December 31<sup>st</sup>. Employees are not allowed to use holiday time in advance unless they are scheduled to work the holiday, then they may take it up to a month in advance.

### **PAID TIME OFF (PTO)**

A Paid Time Off (PTO) policy is intended for the employee to use according to their needs throughout each year. PTO is a combination of vacation, sick and personal time. A regular full-time employee will begin accruing PTO (Paid Time Off) upon hire and upon eligible status. PTO is intended for employees to use for vacation and sickness. PTO must be pre-approved by an immediate Supervisor or Department Head. Employees can start to use their accrued PTO after successfully completing their first 90 days of employment. All full-time and part-time qualifying employees are eligible to accrue PTO hours based on length of service and hours worked per pay period. PTO can be taken in any increments for non-exempt employees (8-hour increments for exempt), but all employees are not to take more than 80 (or 86 for law enforcement) in any given pay period. Below is a table showing the progressive rates as they relate to length of service.

<b>Length of service*</b>	<b>Based on hours per year</b>	<b>Pay cycle accrual rate / 26 pp</b>
<b>0 through 5 years (60 months)</b>	<b>128 hours</b>	<b>4.93 hours</b>
<b>6 years (61 months) - 11 years</b>	<b>168 hours</b>	<b>6.46 hours</b>
<b>12 years (133 months) - 19 years</b>	<b>208 hours</b>	<b>8.00 hours</b>
<b>20 years (229 months) and up</b>	<b>248 hours</b>	<b>9.54 hours</b>

*\*Service tiers will not update until the month of the anniversary is completed*

Although Christian County Government encourages employees to use their PTO benefit, we realize that it is not always possible due to the demand of the job or departmental staffing needs. Therefore, the County will allow employees to rollover unused PTO into the next year.

All PTO must be pre-approved by an employee's Manager, or Department Head. All accrued PTO must be exhausted prior to going into an unpaid status.

Upon acceptable separation from Christian County Government up to 56 accrued PTO hours will be paid out. Any accrued PTO over 56 hours will be forfeited.

to a complaint does not agree with its resolution, he/she may file written comments with the person responsible for handling and resolving the complaint.

***Retaliation of any kind against an employee for making a report of harassment or providing information/acting as a witness is prohibited.***

### **COMPLAINT/APEAL/RESOLUTION PROCEDURE**

Christian County is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response.

The County strives to ensure fair and honest treatment of all employees. Supervisors, Managers, and employees are expected to treat each other with mutual respect. This employee complaint/appeal/resolution procedure does not apply to workplace harassment, discrimination, or retaliation complaints. The employee should follow the antidiscrimination complaint procedure outlined elsewhere in this manual pertaining to harassment, and sexual harassment.

No employee will be penalized, formally or informally, for voicing a concern and/or complaint in good faith with Christian County in a reasonable, business-like manner or for using the problem resolution procedure. If a situation occurs when employees believe that a condition of employment, interpretation of a policy, or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. An employee may discontinue the procedure at any step.

1. The employee presents the problem to his or her immediate supervisor within 10 calendar days after it occurs. If the situation is not resolved during the initial discussion or within 10 business days of receiving the complaint, the supervisor, department head or Elected Official will consult with the appropriate person or organization in an effort to arrive at a resolution.
2. If the employee believes it would be inappropriate to contact the immediate supervisor, the employee may present the problem to their Elected Office Holder, Department Head or Human Resources Director.
3. The supervisor must document the discussion and the efforts made as part of the resolution process.
4. The Human Resources Director may counsel and advise the employee and the Department Head and may assist in putting the problem in writing.

In circumstances where Christian County deems disciplinary action is appropriate, the above procedure should not be construed, as to preventing, limiting, or delaying the Supervisor, Department Head, Elected Office Holder or Human Resources Director from taking such action.

### **TRAVEL AND MEAL ALLOWANCE POLICY**

Employees shall exercise restraint and keep the best interests of the taxpayers in mind when incurring travel expenses to be paid by the County. The Elected Official or Department Head is responsible for approving the most economical and appropriate mode of travel. Employees should always aim to select the



least costly form of transportation. If requested, employees may need to provide written justification that the selected transportation is the most suitable and economical option available.

**Meal Allowances:** Employees are eligible to receive meal allowances when traveling on County business or training, provided the travel meets the following conditions:

- The trip exceeds one (1) hour travel time one-way.
- The trip is 50 miles or more one-way, and the total travel time exceeds four (4) hours.
- The business meeting for County purposes extends through an unprovided meal period.

Meal allowances will be paid **before or after** the trip, and no receipts are required.

**Same-Day Travel:** For same-day travel (trips completed within 12 hours), the meal allowance limit is \$15.00 for lunch. Employees must complete a **Travel Meal Reimbursement Form**, which will be processed by the Payroll Office. The reimbursement will be issued through payroll. Forms must be submitted as soon as possible. If the form is submitted after payroll has been processed, the meal reimbursement will appear on the following payroll cycle. *Trips lasting more than 12 hours but do not include an overnight stay will receive full day travel allowance at \$30.00.*

**Overnight Travel:** Employees approved for overnight County travel will receive a \$40.00 per diem meal allowance per day (*paid at only 75% on travel days*). Employees must submit their documentation (e.g., conference agenda, registration forms) to the Auditor's Office, ideally before the trip. If documentation is submitted on time, the meal per diem check may be issued prior to the business trip. If not, the meal per diem will be issued as soon as possible.

**Other Guidelines:**

- Meals paid with a County-issued credit card will be subject to the meal allowance limits. Receipts must be provided for these meals, and alcohol and tips are not reimbursable.
- Employees traveling together must submit forms individually.

**Any travel expenses eligible for reimbursement by another source (professional association, state agency, etc.) will not be reimbursed by Christian County Government, regardless of the action of the other source organization. These expenses must be submitted individually.**

### **REIMBURSEMENT FOR LEGISLATIVE MEETINGS**

Meal expenses incurred by any individual elected official of Christian County, including a member of the governing body while attending any political subdivision meeting or other widely attended event such as a working luncheon, dinner, breakfast, educational, informational, or economic development meeting at an establishment engaged in providing such services on a regular basis, shall be reimbursed for such expenses providing that the attendee submits an agenda to the Auditor's Office for their meal per diem or fills out a Meal Reimbursement Form for "Same Day" travel and sends to the Payroll Office.

Reimbursement for regularly attended meetings which include arrangements for cost sharing of meal expenses between individual political bodies on a rotating basis shall require a detailed receipt indicating the number of attendees and approval of the governing body of Christian County.