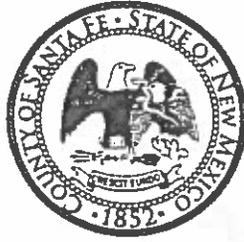


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: September 30, 2015

TO: Board of County Commissioners

FROM: Maria Lohmann, Open Space and Trails Planner *ML*

VIA: Robert Griego, Planning Manager *R. Griego*

Re: ACCEPTANCE OF RESIGNATION OF ALMUDENA ORTIZ CUÉ
FROM COUNTY OPEN LANDS, TRAILS AND PARKS ADVISORY
COMMITTEE (COLTPAC) (GROWTH MANAGEMENT)

BACKGROUND AND SUMMARY:

Almudena Ortiz Cué was appointed as an at large appointment to the County Open Lands, Trails, and Parks advisory committee for a three year term in accordance with Resolution No. 2011-4. Ms. Ortiz Cué submitted an email to the COLTPAC Chair and Open Space staff indicating her resignation on September 16th, 2015. The term expiration for this appointment is December 2017. Resolution 2011-4 states that the Board shall make an appointment to fill any vacancy of an unexpired term. This vacancy has been advertised in a press release and in the newspaper.

ACTION REQUESTED:

Staff is requesting that the resignation be accepted in order for the BCC to make an appointment to fill the vacancy.

C·H·A·C·O

DOG TRAINING & BEHAVIOR CONSULTING

COMPASSIONATE HOLISTIC APPROACH TO CANINE OBEDIENCE



September 16th, 2015

Santa Fe County County Open Land, Trails, and Parks Advisory Committee (COLTPAC)
Projects, Facilities and Open Space Conference Room
901 W. Alameda St., Suite 20C, Santa Fe, NM 87501

Dear Chair Dave Dannenberg and Fellow COLTPAC Members:

I am writing to inform you of my decision to excuse myself as a voluntary member of COLTPAC.

As part of a member of COLTPAC for this past calendar year, I have come to appreciate the complexity of the issues under consideration by the committee and feel that recent changes in my work and life prevent me from devoting a reasonable amount of time to the materials that we are subsequently asked to be familiar with and vote on. I feel strongly that a member who can dedicate this amount of time will ultimately better serve the committee as it considers the business at hand.

I would like to take this opportunity to thank my fellow committee members, for their dedication and professionalism, staff member Maria Lohmann and Carl G. Boaz for their ongoing support.

Wishing everyone one all the best.

Sincerely,

A handwritten signature in black ink, appearing to read 'Almudena Ortiz Cué'. The signature is fluid and cursive, written over a horizontal line.

Almudena Ortiz Cué M.A. CTC, CPDT, Tellington TTouch® Cert.

www.chacodogtraining.com | info@chacodogtraining.com | 505-954-1434 | P.O. Box 454, Tesuque, New Mexico 87574



Office of the Santa Fe County Assessor

Gus Martinez, NMCA
County Assessor

MEMORANDUM

Date: September 28, 2015
To: The Board of County Commissioners
From: Gus Martinez, County Assessor *PM* FOR GUS MARTINEZ
Via: Katherine Miller, County Manager
BCC Date: October 12, 2015

Item & Subject: Request Approval of an Amendment to Contract # 2015-0128-AO-BT With Pictometry International Corp. in the Amount of \$23,975 (exclusive of tax), Increasing the Original Contract Amount Above the County Manager's Signature Authority For Change Finder Detection Software and Authorize the County Manager to Execute the Purchase Order and Any Supporting Purchasing Documentation. (Assessor Gus Martinez to discuss)

ISSUE:

In November 2015 the Santa Fe County Assessor's Office contracted with Pictometry International to provide digital ortho and oblique aerial photographs in the amount of \$248,748.88. The contract was procured as a Sole Source Procurement based on the three (3) inch Pixel capabilities of Pictometry. The original contract amount was within the County Manager's signature authority. This request increases the original contract amount above the \$250,000 threshold for County Manager authority and requires the Board of County Commissioners approval pursuant to County Resolution No. 2014-143.

New Mexico County Assessors are exclusively responsible for implementing a program of updating values of property for property taxation purposes on an annual basis in accordance with the Property Tax Code so that current and correct values of property are maintained. Assessor Gus Martinez is working to accomplish his goal of utilizing the most current technology for updating property values for property tax assessment purposes and reducing the need for additional new full time employees.

BACKGROUND:

In May, 2015 the new imagery for the most populated areas of Santa Fe County, including the city limits of Santa Fe, were delivered to the Assessor's Office. The intended purpose for the imagery is to visualize, measure, and evaluate structures for use in the assessment of residential and commercial real property, and manufactured homes. The imagery will benefit our office by utilizing the latest technology to accomplish our responsibilities more efficiently and when on site access is not possible. It is also



Office of the Santa Fe County Assessor

Gus Martinez, NMCA
County Assessor

beneficial to property owners since it provides a less intrusive approach to acquiring data needed for assessment purposes.

The original contract (# 2015-0128-AO-BT) was finalized in November, 2014 and the products were delivered in May, 2015. The deliverables included: digital aerial images taken in April, 2015; software (Pictometry Connect) to utilize the images; and building outlines of all structures that are over 150 square feet.

The original goal for this project was to have photos taken in 2015, a new set taken in 2017, and compare the two years' images to discover changes. The intent was to purchase Pictometry's "change finder detection" software in 2017 along with delivery of the 2017 oblique aerial images. However, we were made aware that the change detection software will work with the 2014 digital aerial photos taken and purchased by the County GIS Department.

Comparing the 2014 aerial photos with the 2015 photos will afford our office the opportunity to begin our review process two years earlier, and become more current with our data. Purchasing and using the change detection software will provide a more efficient means to compare the two sets of photos. This software will analyze the building outlines from both sets of photos and create a work list for our staff to immediately begin reviewing, rather than having to discover the changes through a manual visual inspection. This process will be demonstrated for the BOCC during the September 8 meeting.

The oblique aerial imagery is an invaluable tool for our office and can be a tremendous benefit to property owners as well.

The imagery is also being shared with other vital county departments such as the Sheriff, Land Use, RECC, Fire Department, BOCC, and others that can utilize the images.

REQUEST ACTION:

The County Assessor requests the board's consideration and approval of an amendment to the contract with Pictometry International Corp and authorize the County Manager to execute the Purchase Order. The funds were requested and have been appropriated in the Assessor's current fiscal year re-appraisal budget in the amount of \$23,975 (exclusive of tax).

Santa Fe County Purchasing Process Request Form

Date Submitted:	9/28/15	Requesting User Agency:	Assessor's
Name & Phone of Contact Person:	P.J. Griego 986-6309		
Contract Tracking #/Buyer (Purchasing)		BCC Approval? (Y/N) (include BCC Meeting date)	Y 10-12-15

AGENCY REQUEST: (RFP, IFB, Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency needs and the scope of work. Describe what you are attempting to purchase, obtain or accomplish. Attach additional sheets if necessary.

The County Assessor is seeking an amendment to the existing sole source agreement with Pictometry International Corp. this amendment will include ChangeFinder-Change Detection and Connect Assessment services.

ChangeFinder helps by providing a consolidated data set that tells you exactly what has changed rather than just overloading staff with more data to sort through. Changes can be validated right from the desktop. GIS polygon outlines are created for analysis of changes in size and shape. These building outlines are compared with imagery and changes are flagged for verification and analysis. This technology can also compare existing building outlines to new Pictometry imagery to find changes. Assessors can:

- Reduce the time and expense of field assessments
- Potentially increase revenue by discovering previously undetected improvements
- Improve communications during the appeal process using imagery

CONNECT Assessment is a web-based tool that provides a full CONNECT solution customized for assessment. It provides an analysis platform for reviewing ChangeFinder deliverables. CONNECT Assessment combines several CONNECT workflow and change analysis data into one software platform for enhanced results when conducting methodical assessment, assignment and valuation of structures.

- Facilitates a fair and equitable assessment by identifying changes to parcels
- Define search and sort criteria
- Building outlines can easily be viewed with the contextual background of the aerial imagery
- ChangeFinder data layer provides important change analysis data
- Designate a property for field inspection or further analysis
- Easily manage users, permissions, sub-organization and GIS layers with the CONNECT Admin administration interface

PURCHASING STATUS:

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable.)

\$26,000 has been budgeted in 203-1111-413-8016. The quote is for \$23,975.

GAL FORM: (identify any known liabilities and/or risks to the County. Is this a new contract or an amendment or change of a previously submitted procurement or contract?)

FINANCE DIRECTOR APPROVAL: (sign and date)

LEGAL APPROVAL: (sign and date)

BCC MEETING DATE

COUNTY MANAGER APPROVAL: (sign and date)

ATTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC caption and memorandum, etc.)

**AMENDMENT TO AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry")
 AND
 SANTA FE COUNTY, NM ("Customer")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement with an Effective Date of 11-4-14, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

2. **MODIFICATIONS TO AGREEMENT:** Change Detection, as shown below in Section A, is hereby added to the Agreement.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
102 Grant Ave	100 Town Centre Drive, Suite A
Santa Fe, New Mexico 87501-2061	Rochester, NY 14623
Attn: Gus Martinez, Assessor Elect	Attn: Contract Administration
Phone: (505) 986-6395 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

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

This Amendment shall become effective only upon execution by duly authorized officers of Customer and Pictometry, respectively, and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
SANTA FE COUNTY, NM	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

This Change Detection project is to be completed in conjunction with the existing Building Outline Project (on Opportunity C163053) as opposed to being processed separately. The client deliverable will be processed as if both products were purchased at the same time under the same order.

FEES; PAYMENT TERMS

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

Due at Signing	\$5,993.75
Due at Shipment of ChangeFinder	\$17,981.25
 Total Payments	 \$23,975.00

PRODUCT PARAMETERS

CHANGEFINDER

Product:

Data Source - Base:

Imagery Capture Year - Base:

Data Source - Comparison:

Imagery Capture Year - Comparison:

Deck Identification:

Regional Status Report Requested:

Special Instructions:

ChangeFinder - Change Detection with Customer's Electronic Parcel Files

Customer Imagery

2014

Pictometry Imagery

2015

Included in Building Outlines

Yes

Product:

Data Source - Base:

Imagery Capture Year - Base:

Data Source - Comparison:

Imagery Capture Year - Comparison:

Deck Identification:

Regional Status Report Requested:

Special Instructions:

ChangeFinder - Change Detection with Customer's Electronic Parcel Files

Customer Imagery

2014

Pictometry Imagery

2015

Included in Building Outlines

Yes

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 SANTA FE COUNTY - NM ("Customer")**

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

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

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

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
102 Grant Ave	100 Town Centre Drive, Suite A
Santa Fe, New Mexico 87501-2061	Rochester, NY 14623
Attn: Gus Martinez, Assessor Elect	Attn: Contract Administration
Phone: (505) 986-6395 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

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

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

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

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

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

PARTIES:

CUSTOMER	PICTOMETRY
SANTA FE COUNTY - NM	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE (PROVIDED IN SECTION C)	SIGNATURE
NAME	NAME: LUIGI K CALPINO
TITLE: <u>Santa Fe County Manager</u>	TITLE: <u>SUP FINANCE</u>
DATE: <u>10-24-14</u>	EXECUTION DATE: <u>10/23/14</u>
	DATE OF RECEIPT (EFFECTIVE DATE)

Approved as to form

Santa Fe County Attorney

By: [Signature]
Date: 10-21-14

Finance Department

[Signature]
Teresa C. Martinez
Director

Date 10/22/14

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C163053

BILL TO
Santa Fe County, NM
Gus Martinez
102 Grant Ave
Santa Fe, New Mexico 87501-2061
(505) 986-6395
gmtz@santafecountynm.gov

SHIP TO
Santa Fe County, NM
Gus Martinez
102 Grant Ave
Santa Fe, New Mexico 87501-2061
(505) 986-6395
gmtz@santafecountynm.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117385	bgarcia	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
73434	ChangeFindr - Building Outlines with Client's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery - the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.32		\$23,498.88
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
508	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format) Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$427.50 (5%)	\$217,170.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00
508	Mosaic - Area Wide (4in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$0.00 (100%)	\$0.00
508	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect	\$6,000.00	\$3,000.00 (50%)	\$3,000.00

		Term commences on date of activation License Term: 2 Year(s)			
508	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$5,080.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$248,748.88

*Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

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

Due at Signing	\$27,781.25
Due at Initial Shipment of Imagery	\$83,343.75
Due at First Anniversary of Shipment of Imagery	\$111,125.00
Due at Shipment of ChangeFindr	\$23,498.88
Due at Activation	\$3,000.00
Total Payments	\$248,748.88

PRODUCT PARAMETERS

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
 Elevation Source: Customer Provided - Customer LIDAR
 Leaf: Less than 30% leaf cover (Off)
 Special Instructions:

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

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

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

CHANGEFINDR

Product: ChangeFindr - Building Outlines with Client's Electronic Parcel Files
 Data Source - Raw: Pictometry Imagery
 Imagery Capture Year - Raw: 2014
 Data Source - Comparison: Pictometry Imagery
 Imagery Capture Year - Comparison: 2014
 Deck Identification: Included in Building Outlines
 Regional Status Report Requested: No
 Special Instructions:

CONNECT

Product: Pictometry Connect - CA - 100
 Admin User: Casey Lengacher
 Admin User Email: clengach@sanrafaelinc.us

Requested Activation: Upon Authorization
Special Instructions:

Geofence: NM Santa Fe Metro
Geofence: NM Santa Fe (Primary)

Economic Alliance Partnership (EAP)

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

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

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "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 Delivered Content pursuant to the Delivered Content Terms and Conditions.
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SECTION B

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SECTION C

NON-STANDARD TERMS AND CONDITIONS

WHEREAS, the County and Company desire to enter into the Pictometry Agreement with modified provisions, terms and conditions as provided herein; and

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Pictometry Agreement specified above as if fully set forth therein.

A. Pictometry Product Descriptions, Prices and Payment Terms.

i. FEES; PAYMENT TERMS on page 6 of 17, the last sentence that reads: "In addition Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs," is deleted in its entirety.

B. Pictometry Delivered Content Terms and Conditions.

- i. 2.2.2 is modified by inserting a sentence that reads: For the term of this license, as may be renewed or extended from time to time, Customer may reproduce and distribute hard copies of Delivered Content for Customer's purposes including tax assessment hearings and tax protest hearings and visual presentations of the Delivered Content used during governmental meetings.
- ii. 2.2.3 is modified by inserting a sentence that reads: Customer may charge its usual and customary charges for per page hard copies of Delivered Content that is made available for inspection pursuant to the New Mexico Inspection of Public Records Act, § 14-2-1, et seq., NMSA 1978.
- iii. 3.3.2 (Notification) is modified by inserting a sentence that reads: "Claims and proceedings" referred to in this provision do not include Customer's regular tax assessment hearings, tax protest hearings or regular governmental meetings.
- iv. 5.5.2 (Confidentiality of Delivered Content) is modified by: Customer will keep confidential Pictometry's Delivered Content to the extent allowed by New Mexico Law and the New Mexico Inspection of Public Records Act, NMSA 1978, § 14-2-1 ("IPRA"). Should the Customer be required by New Mexico law to make available or produce Delivered Content in response to an IPRA request or a litigation request, the County will make a good faith effort to provide Pictometry no less than ten (10) business days notice before producing any requested such Delivered Content so as to facilitate Pictometry taking legal action to prevent or limit the disclosure, production or inspection. Customer shall protect Pictometry Delivered Content from unauthorized use and disclosure by the observance of the same procedures as the Customer protects its own confidential and proprietary data and information, or as may be permitted under IPRA or New Mexico law.
- v. 7.7.2 (Governing Law) the reference to "New York" is deleted and replaced with "New Mexico."

C. Pictometry Online Services General Terms and Conditions.

- i. 1.1.1 is modified by inserting the following sentence: The Customer's "internal business purposes" include tax assessment hearing and tax protest hearings and other governmental meetings and presentations.
- ii. 1.1.9 is modified by inserting the following sentence: "Government license or benefit" does not include tax assessment hearings or protest hearings, proceedings to review applications submitted to the Customer's Land Use Department, or meetings of the Board of County Commissioners of Santa Fe County.
- iii. 3.3.9 is modified by inserting the phrase "to the extent permitted by applicable New Mexico law and the NM State Constitution" between the words "Content," and "you."
- iv. 5.5.5(a) is modified by deleting the phrase "and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim," in its entirety. The following is added to 5.5.5(a):

Defense of Claims. To the extent Pictometry is required under this Agreement to defend the Customer against claims asserted by third parties, Customer shall reasonably cooperate in good faith in the defense of the claim and Pictometry shall select counsel reasonably acceptable to Customer to defend the claim and shall bear all costs of counsel. Customer's acceptance of counsel may not be unreasonably withheld but counsel selected by Pictometry shall complete any requirements necessary to represent the interest of Customer Santa Fe County, a political subdivision of the State of New Mexico. Customer may elect to assume its own defense at Customer's expense at any time. Customer shall timely notify Pictometry of any claim that may result in an obligation on the part of Pictometry to defend Customer. Pictometry may defend a claim with counsel of its choosing with the consent of Customer, however no settlement or compromise shall occur without Customer's consent, which consent shall not be unreasonably withheld.

v. 6.6.2 is modified by adding in the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without prior notice to you and Pictometry may pursue any other legal remedies available to it. In the event Pictometry temporarily suspends or discontinues providing access to the Online Services pursuant to this provision, Pictometry shall promptly notify you of such action and Pictometry and you shall work together in good faith to attempt to resolve the situation triggering such suspension and restore the access on mutually agreeable terms within a reasonable period of time.

vi. 6.6.6 all references to "New York" are deleted and replaced with "New Mexico" and the phrase "Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable" is deleted and replaced with "Santa Fe County, New Mexico."

vii. 6.6.9 is modified by deleting the phrase: "you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees."

D. Pictometry Software License Agreement.

i. Paragraph 2. LICENSE, is amended by deleting the phrase "solely for internal use" and replacing it with "for Customer's business purposes, including tax assessment hearings and tax protest hearings and other governmental meetings and presentations."

ii. Paragraph 7. MISCELLANEOUS PROVISIONS, subpart C, reference to "New York" is deleted and replaced with "New Mexico."

E. Pictometry Non-Standard Terms and Conditions.

i. Paragraph 2.b. is modified by deleting the first sentence in its entirety and replace it with: "This Agreement shall remain in full force and effect, however commencement of the subsequent PROJECT shall be postponed until such time as Customer pays all sums due under the terms and conditions of this Agreement, as modified by this Addendum."

ii. The following provisions are inserted as Paragraphs 2.d, 2.e, 2.f, 2.g, and 2.h to read as follows:

(d) **Term.** The term of this Pictometry Agreement shall commence on the date and year indicated above and terminate two (2) years from such date in the year 2016. There shall be no automatic renewal of the term of this Agreement. Customer may terminate this Agreement for non-appropriation of funds upon thirty (30) days notice to Pictometry and indicating the effective date of termination. In the event of termination, Customer shall pay costs for Delivered Content and provided by Pictometry prior to the date of termination but shall not be liable for any Delivered Content or Online Services provided after the effective date of termination. The term of this Pictometry Agreement may be extended in two (2) year increments by the Customer upon thirty (30) days written notice to Pictometry stating that Customer wishes to extend the term. Should the Customer extend this Agreement to provide elect an optional Second and possible Third Project, this will be at Pictometry's then prevailing rate.

(e) **New Mexico Tort Claims Act.** No provision of this Pictometry Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by Customer Santa Fe County or the Santa Fe County Assessor, or their employees and agents at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

(f) **Appropriations and Authorizations.** This Pictometry Agreement is contingent upon sufficient appropriations and authorizations related to fiscal appropriations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations related to fiscal appropriations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to Pictometry. Such termination shall be without penalty to the County provided Pictometry is notified in writing thirty (30) days prior to the start of the next Project, and the County shall have no duty to reimburse Pictometry for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations related to fiscal appropriations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Pictometry in any way or forum, including a lawsuit.

(g) **Indemnification.** Pictometry shall defend, indemnify, and hold harmless the Customer and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) arising out of or resulting from the acts, errors or omissions of Pictometry in the performance of this Agreement, except for injuries and damages caused by the negligence of the County.

Pictometry agrees that the County shall participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County. If a conflict exists between the interests of the County and Pictometry in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

iii. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

iv. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project:

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

Pictometry's obligations under this provision shall not be limited by the provisions of any insurance policy Pictometry is required to maintain under this Agreement.

(h) **Insurance.**

General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Aircraft and Automobile. Pictometry shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations including flyovers performed for the Customer by Pictometry; coverage for the use of all owned, non-owned, hired automobiles, vehicles, aircraft and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

Workers Compensation Insurance. Pictometry shall comply with the provisions of the Workers' Compensation Act.

IN WITNESS WHEREOF, the parties have duly executed this Addendum to the Pictometry Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

Date 10.24.14

APPROVED AS TO FORM:


Gregory S. Shaffer
Santa Fe County Attorney

Date 10/21/14

FINANCE DEPARTMENT:


Teresa C. Martinez
Director

Date 10/27/2014

PICOMETRY INTERNATIONAL CORP


Signature

Date 10/22/14

LINDA K SALDINI, SUPERVISOR
Print Name and Title

