

Assessor's Parcel Number: N/A

Date: JULY 13, 2016

Recording Requested By:

Name: ERIC SCHMIDT, GIS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00039018201608842480060060

KAREN ELLISON, RECORDER

AMENDED AGREEMENT #2016.153

(Title of Document)

**AMENDMENT TO AGREEMENT DATED 9/8/2011 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry")
AND
DOUGLAS COUNTY EMERGENCY MANAGEMENT ("Customer")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer (previously referred to as 'Licensee') and supplements and modifies the terms of the Agreement dated 9/8/2011 as, 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:

- A. The FOURTH PROJECT's (Project previously referred to as 'Capture') Licensed Products, Product Parameters and Payment Terms set forth in Section A of the Amendment dated shall be deleted in their entirety and replaced with the Section A attached to this Amendment.
- B. The map attached to this Amendment shall be added to the Agreement.
- C. All other terms and conditions set forth in the Agreement shall remain the same.


3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

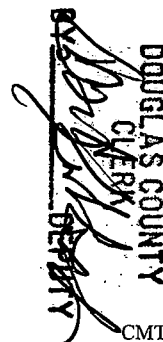
CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
P.O. Box 218 1615 8th Street Minden, Nevada 89423	25 Methodist Hill Drive Rochester, NY 14623
Attn: Eric Schmidt, Manager, GIS and IT Customer Service Phone: (775) 782-9894 Fax:	Attn: Contract Administration Phone: (585) 486-0093 Fax: (585) 486-0098

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
DOUGLAS COUNTY EMERGENCY MANAGEMENT (entity type)	PICTOMETRY INTERNATIONAL CORP. a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: Doug N. Johnson	NAME:
TITLE: Chairman	TITLE:
DATE: July 7, 2016	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)


 DOUGLAS COUNTY
 CLERK
 2016 JUL 11 PM 4:40
 NO. 2016.153
FILED

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C126445

BILL TO
Douglas County, NV
Eric Schmidt
Manager, GIS and IT Customer Service
P.O. Box 218
1615 8th Street
Minden, Nevada 89423
(775) 782-9894
eschmidt@douglasnv.us

SHIP TO
Douglas County, NV
Eric Schmidt
Manager, GIS and IT Customer Service
P.O. Box 218
1615 8th Street
Minden, Nevada 89423
(775) 782-9894
eschmidt@douglasnv.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119637	ebutler	Biennial

FOURTH PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
137	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%)	\$58,567.50
123	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$100.00	\$95.00 (5%)	\$11,685.00
137	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		\$2,740.00
123	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$1,230.00
137	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$274.00
123	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$61.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
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
SUBTOTAL - FOURTH PROJECT					\$74,558.00

Thank you for choosing Pictometry as your service provider.	FOURTH PROJECT SUBTOTAL	\$74,558.00
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¹Amount 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.

FOURTH PROJECT

Due at Initial Shipment of Imagery	\$37,446.75
Due at First Anniversary of Shipment of Imagery	\$37,111.25
Total Payments	\$74,558.00

PRODUCT PARAMETERS

IMAGERY – FOURTH PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

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

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

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

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

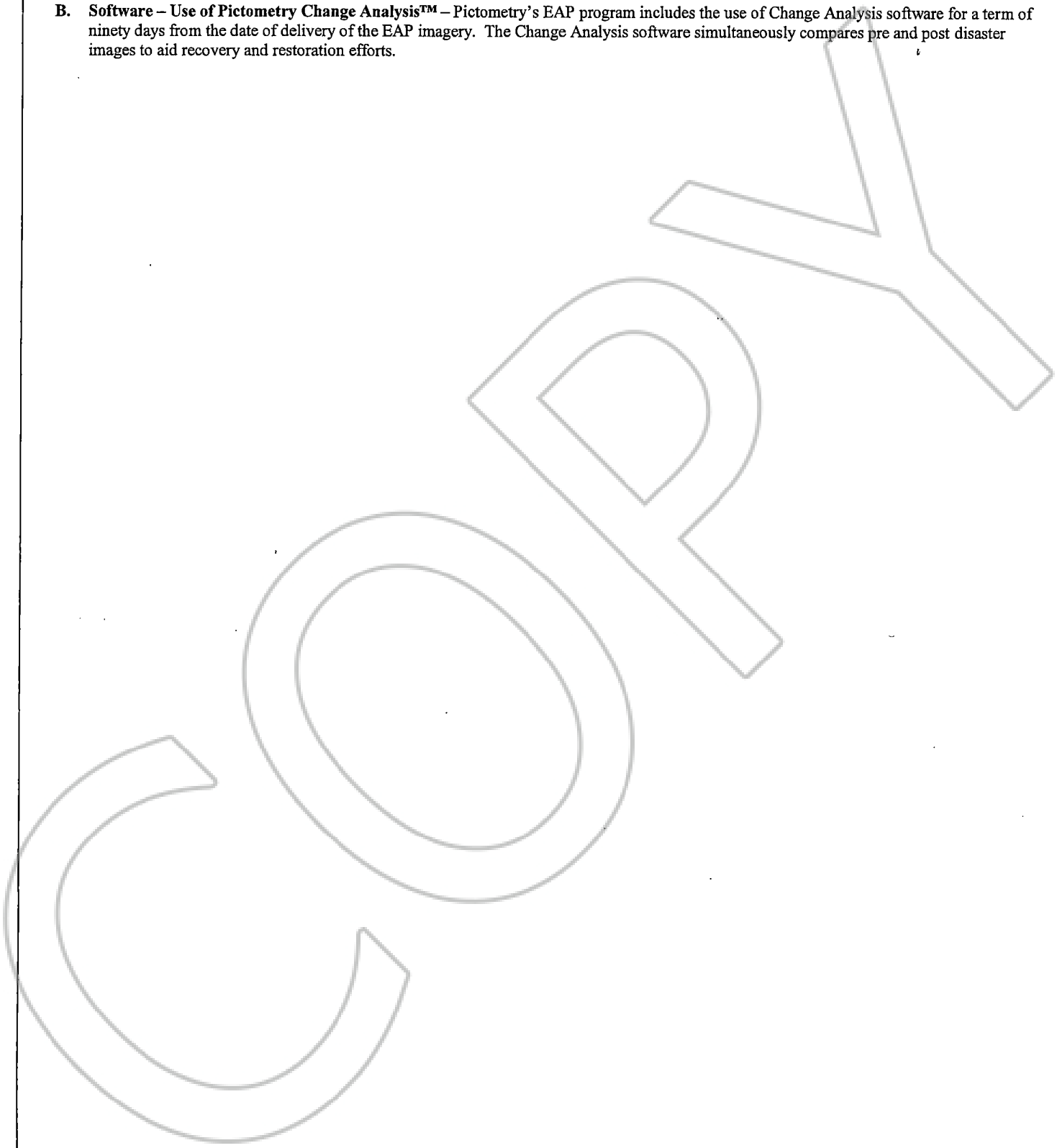
Economic Alliance Partnership (EAP)

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

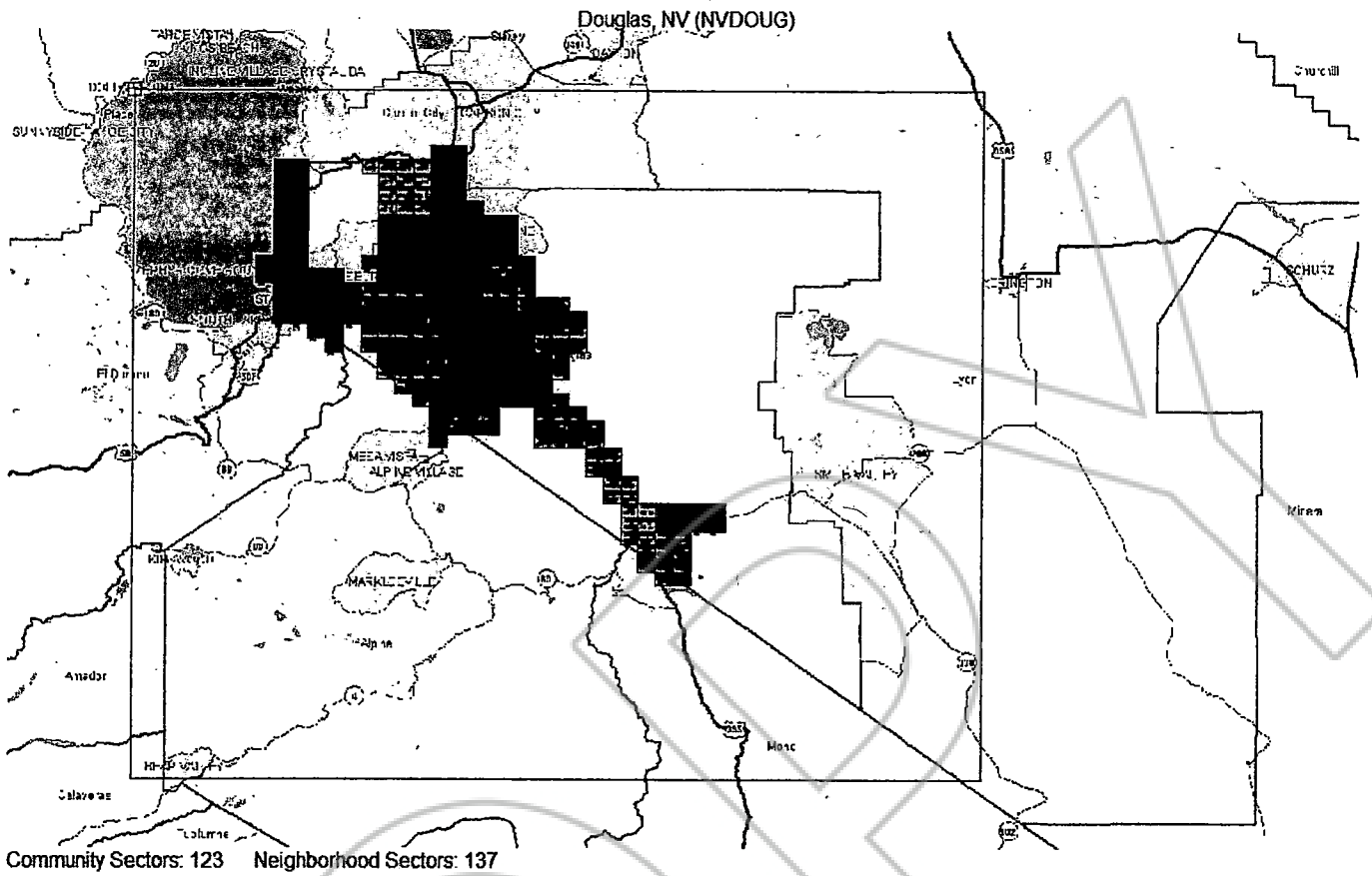
- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)

- **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)

B. Software – Use of Pictometry Change Analysis™ – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.



SECTOR MAP



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12th day of July, 2016

By [Signature] Deputy