

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, July 20, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Set public hearing date and time of Monday August 1, 2022 at 11:00am to vacate all of A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows: The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93. Said vacated area = 9,323 sf or 0.4 acres.

Set public hearing date and time of Monday August 1 at 11:00am to vacate all of A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows: The east half of the alley lying adjacent to the west line of Lots 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86. Said vacated area = 3498 sf or 0.66 acres.

Reports

Receive and place on file Auditor's Quarterly Report for the quarter ending 6/30/22 in the amount of \$4,669.57. Total Auditor transfer fees deposited by Recorder with the County Treasurer in the amount of \$13,470.00.

Receive and place on file the Linn County Outstanding Warrant Report submitted by Linn County Auditor's Office.

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of June, 2022.

Resolutions

Resolution Accepting Work Covering the Wanatee Park Office Addition Project

Resolution to approve Residential Parcel Split for Smith Acres First Addition, case JPS22-0008

Resolution to approve Residential Parcel Split for Kendall Acres First Addition, case JPS22-0009

Resolution to approve Residential Parcel Split for Young Farm First Addition, case JPS22-0011

Contract and Agreements

Approve and authorize Chair to sign a Linn County FY23 Provider and Program Participation Amendment for Substance Abuse Commitments with Unity Point St Lukes Hospital effective July 1, 2022 through June 30, 2023

Approve and authorize Chair to sign the Linn County Children's Mental Health Assistance Program provider agreements effective July 1, 2022 through June 30, 2023 at various hourly rates for the following providers:

- Abbe Center for Community Mental Health
- Mercy Medical Center, Cedar Rapids, Iowa
- The ACR of East Central Iowa
- Tanager Place
- Melissa Wehr
- Unity Point St Lukes Hospital
- Alli Center, LLC
- Four Oaks Family and Children's Services
- Brooke ARP PLC dba Envision Therapy Associates
- Heat & Solutions LLC
- Mount Vernon Family Counseling
- Alicia Gerber LMHC LLC dba Guiding Light Christian Counseling Center
- Lisa Ferretti LISW, LLC
- Life Connections

Approve and authorize Chair to sign an agreement between Pictometry International Corporation, Linn County Assessor's Office, Linn County GIS, City of Cedar Rapids Assessor's Office, and City of Cedar Rapids GIS for a joint aerial imagery project effective July 1, 2022 through June 30, 2028 in a total amount of \$907,148.12 with Linn County GIS amount of \$278,406.00

Approve and authorize Chair to sign an Adopt-A-Roadside Application for Alburnett FFA to adopt C Ave Ext between Roosevelt St and County Home Rd.

Award bid and authorize Chair to sign contract to AgVantage FS for estimated 30,000 gallons of LP gas to be delivered to the various Secondary Road Department locations in the amount of \$47,100.00.

Approve and authorize Chair to rescind two copier lease agreements for the Auditor's Office that were approved by the Board on 3/16/22 in the amount of \$175.30 and \$154.92 per month

Approve and authorize Chair to approve 36-month lease agreement with Gordon Flesch Company, Inc. at \$154.92 per month for a copier for the Auditor's Office.

Approve and authorize Chair to approve 36-month lease agreement with Gordon Flesch Company, Inc. at \$258.08 per month for a copier for the Auditor's Office.

Approve and authorize Chair to approve 36-month lease agreement with Gordon Flesch Company, Inc. at \$217.37 per month for a copier for the East Central Region.

Award bid and approve purchase order PO335 for Mobile Radio and Base Station Replacement to Racom Corporation in the amount of \$7,228.96 for the Secondary Road Department

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Update on Linn County Mental Health Access Center

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Board Member Reports**Correspondence****Appointments****Closed Session**

The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

DATE SET FOR RIGHT OF WAY HEARING

Moved by Supervisor _____

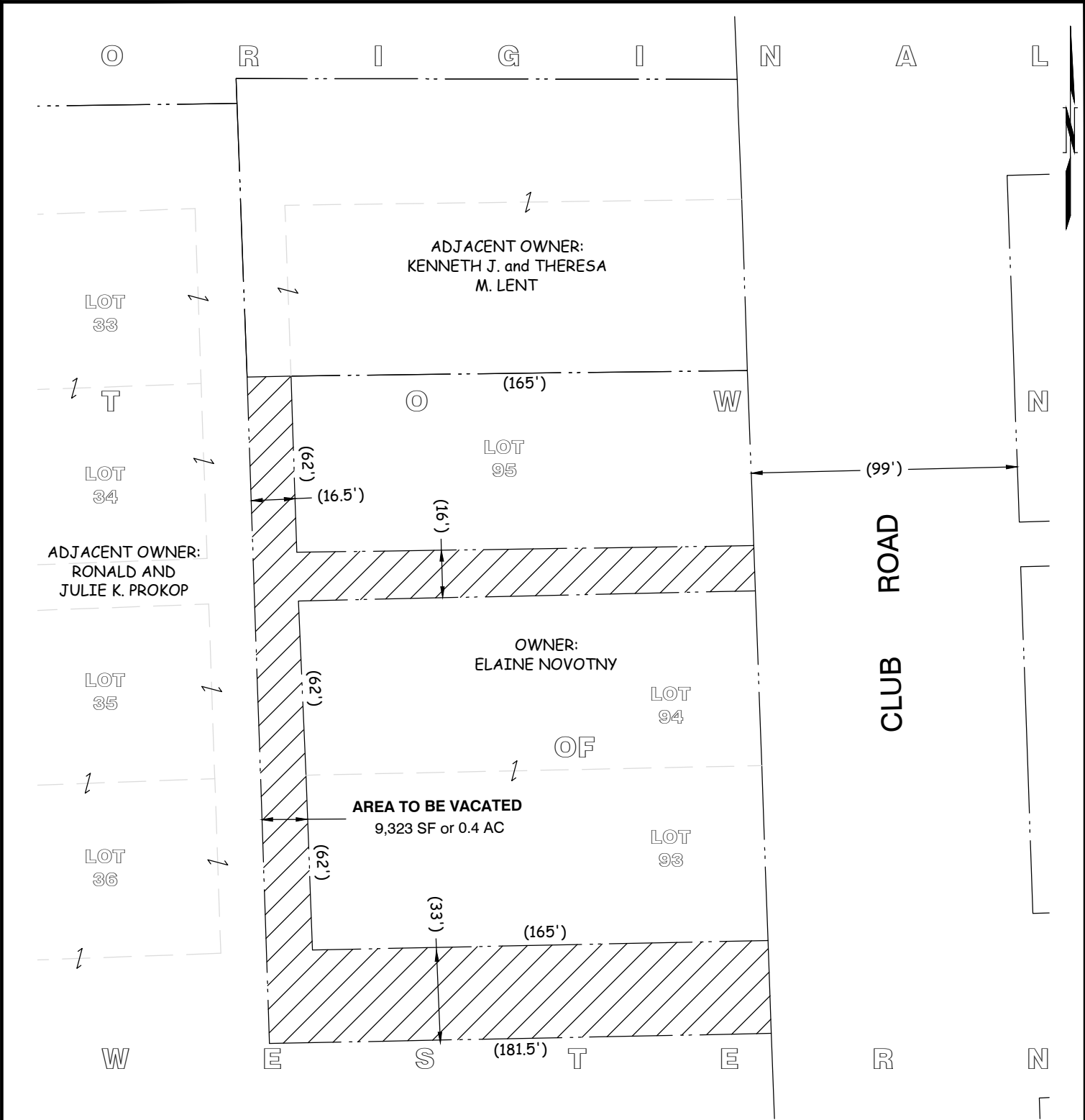
Seconded by Supervisor _____

that the 1st day August, 2022 at 11:00 A.M. be set as date for the public hearing on the vacation of the following right of way.

A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows: The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93. Said vacated area = 9,323 sf or 0.4 acres.

Dated this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA



Legal Description:
A portion of Town of Western, located in the NE 1/4 SW 1/4 , Section 34, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows:
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Said vacated area = 9,323 sf or 0.4 acres.

LEGEND

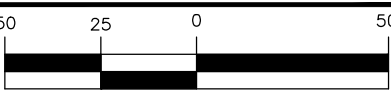
- -- PROPERTY LINE
- -- ORIGINAL LOT LINE
- () RECORDED DIMENSION or RECORDED BK-PG



**Secondary Road
Department**

1888 COUNTY HOME ROAD
MARION, IOWA 52302
PH (319) 892-6400

VACATION EXHIBIT
SW 1/4 SW 1/4, SEC 34-82-07



SCALE: 1" = 50'

THIS PLAT IS A REPRESENTATION OF THE PREMISES PROPOSED FOR A QUIT CLAIM DEED. THIS PLAT IS NOT A SURVEY.

DATE

07/08/2022

DATE REVISED

SHEET 1 OF 1 SHEET

DATE SET FOR RIGHT OF WAY HEARING

Moved by Supervisor _____

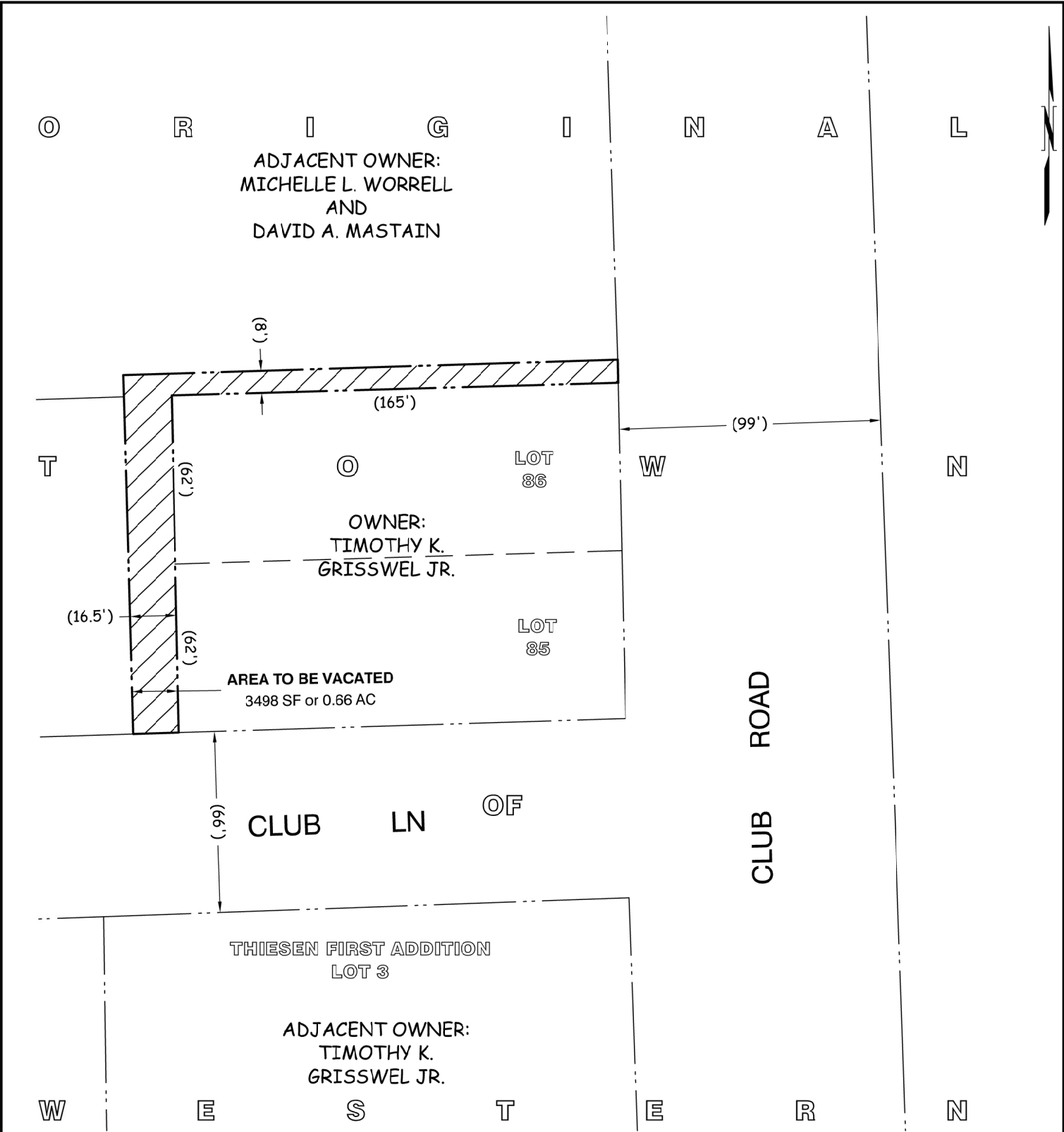
Seconded by Supervisor _____

that the 1st day August, 2021 at 11:00 A.M. be set as date for the public hearing on the vacation of the following right of way.

A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows: The east half of the alley lying adjacent to the west line of Lots 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86. Said vacated area = 3498 sf or 0.66 acres.

Dated this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA



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- LEGEND**
- -- --- PROPERTY LINE
 - -- --- ORIGINAL LOT LINE
 - () RECORDED DIMENSION or RECORDED BK-PG



**Secondary Road
Department**

1888 COUNTY HOME ROAD
MARION, IOWA 52302
PH (319) 892-6400

VACATION EXHIBIT
SW 1/4 SW 1/4, SEC 34-82-07



SCALE: 1" = 50'

THIS PLAT IS A REPRESENTATION OF THE PREMISES PROPOSED FOR A QUIT CLAIM DEED. THIS PLAT IS NOT A SURVEY.

DATE	06/14/2022
DATE REVISED	
SHEET	1
OF	
1	SHEET

LINN COUNTY AUDITOR'S OFFICE

Joel Miller | Auditor

Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5300

LinnCounty.org

**AUDITOR'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS**

April 1st, 2022 to June 30th, 2022

Elections Reports	\$	330.61
Elections: Reimbursements of Local Elections	\$	3,008.82
Elections: Misc. Fees	\$	0.00
Elections: Grant	\$	0.00
Maps and Supplies	\$	149.51
Digital Data	\$	0.00
Research Fees	\$	0.00
Misc. Fees	\$	0.00
Purchasing Card Rebate	\$	0.00
Plat Survey Fees	\$	150.00
Book and Materials	\$	0.00
Liquor Licenses	\$	880.63
Cigarette Permits	\$	150.00

Total On Deposit with the County Treasurer	\$	<u>4,669.57</u>
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Total Auditor Transfer Fees Deposited by Recorder with the County Treasurer	\$	<u>\$13,470.00</u>
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I, Joel Miller, Auditor of Linn County, Iowa, do hereby certify that the above information is a true and correct record of fees collected by me as Auditor, for the quarter ending June 30th, 2022.

A handwritten signature in blue ink, appearing to read 'Joel Miller', written over a horizontal line.
Joel Miller, Linn County AuditorA handwritten date in blue ink, '13 July 2022', written over a horizontal line.
Date

LINN COUNTY OUTSTANDING WARRANT REPORT
OVER 1 YEAR OLD WARRANTS
Submitted by Linn County Auditor's Office

Pursuant to Code of Iowa, Chapter 331.554(7), the following outstanding warrants over one (1) year old have been cancelled. Said outstanding warrants will be honored when presented for payment from funds deposited for a period of one year from date of cancellation.

CHECK NUMBER	AMOUNT	DATE	VENDOR
71000440	401.27	12/2/2020	Timothy J Reineke
71000796	.78	12/30/20	Benedict Yengo
71001651	5.00	3/17/21	Steve W Clark - refund
71002363	8.53	05/07/21	Timothy Beard
71002829	34.14	06/23/21	Keonna R Jones
71002897	54.00	06/29/21	Baldaut LLC
71002947	54.00	06/29/21	Wanda A Harper

Dated at Cedar Rapids, Linn County, Iowa this 20nd day of July, 2022.

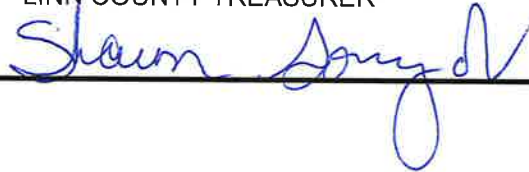
JOEL MILLER, Linn County Auditor

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
 RECEIPTS AND DISBURSEMENTS
 MONTH OF JUNE 2022

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,881,172.70		\$ 3,715,747.50		\$ 3,715,747.50	\$ 3,881,172.70
USE TAX	\$ 2,977,519.06		\$ 2,720,541.95		\$ 2,720,541.95	\$ 2,977,519.06
SURCHARGE	\$ 26,155.00		\$ 24,595.00		\$ 24,595.00	\$ 26,155.00
AMATEUR RADIO	\$ 75.00		\$ 75.00		\$ 75.00	\$ 75.00
BLACK OUT	\$ 53,577.00		\$ 47,779.00		\$ 47,779.00	\$ 53,577.00
BREAST CANCER	\$ 95.00		\$ 45.00		\$ 45.00	\$ 95.00
BRONZE STAR	\$ 25.00		\$ 40.00		\$ 40.00	\$ 25.00
CATTLEMAN	\$ 95.00		\$ 75.00		\$ 75.00	\$ 95.00
CHOOSE LIFE	\$ 90.00		\$ 45.00		\$ 45.00	\$ 90.00
ISU	\$ 224.00		\$ 305.00		\$ 305.00	\$ 224.00
U OF I	\$ 1,521.00		\$ 963.00		\$ 963.00	\$ 1,521.00
UNI	\$ 115.00		\$ 65.00		\$ 65.00	\$ 115.00
OTHER COLLEGE PL	\$ 220.00		\$ 280.00		\$ 280.00	\$ 220.00
PERS PLATE	\$ 2,188.00		\$ 2,574.00		\$ 2,574.00	\$ 2,188.00
DECAL	\$ 5.00		\$ -		\$ -	\$ 5.00
DUCKS UNLTD	\$ 65.00		\$ 70.00		\$ 70.00	\$ 65.00
EDUCATION	\$ 35.00		\$ -		\$ -	\$ 35.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 8,329.03		\$ 7,732.02		\$ 7,732.02	\$ 8,329.03
FALLEN OFFICER	\$ 120.00		\$ 55.00		\$ 55.00	\$ 120.00
FIREFIGHTER	\$ 75.00		\$ -		\$ -	\$ 75.00
FLY OUR COLORS	\$ 935.00		\$ 515.00		\$ 515.00	\$ 935.00
GOD BLESS	\$ 75.00		\$ 145.00		\$ 145.00	\$ 75.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ -		\$ 10.00		\$ 10.00	\$ -
IOWA AG LITERACY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 45.00		\$ 10.00		\$ 10.00	\$ 45.00
MCYCLE RIDER	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
NAT'L GUARD	\$ -		\$ -		\$ -	\$ -
DNR	\$ 3,402.00		\$ 3,377.00		\$ 3,377.00	\$ 3,402.00
ORGAN DONOR	\$ 75.00		\$ 30.00		\$ 30.00	\$ 75.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 10.00		\$ 35.00		\$ 35.00	\$ 10.00

PURPLE HEART	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
PWD	\$ 35.00		\$ 50.00		\$ 50.00	\$ 35.00
USAF AIRFORCE	\$ 20.00		\$ 40.00		\$ 40.00	\$ 20.00
USAF ARMY	\$ 10.00		\$ 125.00		\$ 125.00	\$ 10.00
USAF COAST GUARD	\$ 10.00		\$ -		\$ -	\$ 10.00
USAF MARINES	\$ 5.00		\$ -		\$ -	\$ 5.00
USAF NAVY	\$ 15.00		\$ 15.00		\$ 15.00	\$ 15.00
SHARE THE ROAD	\$ 65.00		\$ 150.00		\$ 150.00	\$ 65.00
SHRINERS	\$ 10.00		\$ 35.00		\$ 35.00	\$ 10.00
SILVER STAR	\$ -		\$ 5.00		\$ 5.00	\$ -
VETERANS	\$ 390.00		\$ 460.00		\$ 460.00	\$ 390.00
VETS CROSS/MEDAL	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
ANATOMICAL FEES	\$ 602.47		\$ 567.40		\$ 567.40	\$ 602.47
ADMIN FEES	\$ 15.00		\$ -		\$ -	\$ 15.00
MAIL PROCESSING	\$ 22,888.00		\$ 22,282.00		\$ 22,282.00	\$ 22,888.00
NSF FEES	\$ 295.00		\$ 455.00		\$ 455.00	\$ 295.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,980,658.26	\$ -	\$ 6,549,348.87	\$ -	\$ 6,418,348.87	\$ 6,849,658.26

LINN COUNTY TREASURER



2022 JUL 12 PM 3:37
FBI COLLEGE PARK MD

RESOLUTION NO. 2022 – 7 –

**A RESOLUTION ACCEPTING WORK COVERING
THE WANATEE PARK OFFICE ADDITION PROJECT**

WHEREAS, Design Dynamics, Inc., the Project Architect for the Wanatee Park Office Addition Project” (the “Project”) inspected the completed work for the Project and certifies that that the contractor performed the work in compliance with the terms of the contract for said project.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors finds and determines that the contractor completed the work of constructing the Project in accordance with the terms of the contract, and that the work is hereby accepted and approved.

PASSED AND APPROVED this 20th day of July, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

**Linn County FY23 Provider and
Program Participation Amendment for
Substance Abuse Commitments**

This Agreement Amendment (the "Amendment"), entered the First day of July (month) between Linn County ("County") and **Unity Point St. Lukes Hospital** ("Provider").

The purpose of this amendment is to update provider information and identify FY23 reimbursement rates on Attachment A.

Please complete the following contact information:

Name of Agency: **Unity Point St. Lukes**

Mailing address: 1026 A Avenue NE

City, State, Zip Code: Cedar Rapids, IA 52402

Phone: 319-368-5587

Fax: 319-368-5691

Contact Person: Carol Meade & Deb Miller

E-Mail Address: carol.meade@unitypoint.org & deb.miller@unitypoint.org

Linn County:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

PROVIDER:

Signature: Michael G. Heinke

Print Name: MICHAEL G. HEINKE

Print Title: EVP AM CFO

Date: May 19, 2022

Attachment A

Linn County FY2023 Provider and Program Participation Amendment for Substance Abuse Commitments

Service Definitions and Rates

Service Description Please include a Service Title. CPT Codes plus Modifiers must be identified, if applicable.	Unit of Service Hour, Day, ½ day, Month or Contact	Rate
Provide Detoxification Services due to a Substance Abuse committal, exclusive of medical doctor charges. The per diem is from date of filing through date of hearing (not to exceed 7 days). The per diem is for a maximum of 2 days on Emergency Orders.	Day	\$ 772.50
Substance Abuse – Commitment Admission CPT: 99221	Day of Admission (1 time)	\$ 193.21
Substance Abuse – Commitment Prep/Hearing/Testimony CPT: 99075	Per Hearing (1 time)	~~\$ 128.82~~ \$175.00 CR

Please indicate whether you have contracted with the following Managed Care Organizations (MCOs) and Iowa Medicaid Enterprise (IME).

☒ Amerigroup Iowa, Inc.
☒ Iowa Medicaid Enterprise

☒ Iowa Total Care

**Attachment A
Continued**

**Linn County FY2023 Provider and Program Participation Amendment
Substance Abuse Commitments**

Service Definitions and Rates

❖ NOTES:

- Services should be billed by CPT Code and Modifier.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2022 through June 30, 2023. If the Agreement and Attachments are received on or after August 1, 2022, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2023.

This Attachment has been executed by the parties hereto, through their duly authorized officials.

Linn County:

Provider:

Unity Point St. Lukes

Signature: _____

Signature: 

Print Name: _____

Print Name: MICHAEL G. HEINRICH

Print Title: _____

Print Title: EVP AM CFG

Date: _____

Date: MAY 19, 2022



Provider Contract: Service and Rate Attachment – FY2023

Effective July 1, 2022 – June 30, 2023

Provider: St. Luke's Hospital
1026 A Avenue E, Cedar Rapids, IA 52406

ECR/CSN# 3835 & 6070

Chart of Acct #	Procedure Code	Service	Approved FY2022 Rate	Unit of Service	Approved FY2023 Rate
73319		Inpatient, <i>Hospital rate per diem</i>	\$772.50	Daily	\$772.50
42305	90791 HO	Psych diag eval w/NO medical (90791 HO) MASTER	\$122.45	Flat Rate	\$122.45
42306	90792 SA	Psych diag eval w/med srvc (90792 SA) ARNP	\$303.99	Flat Rate	\$303.99
42305	90832 HO	Psychotherapy 30 min (90832 HO) MASTER	\$61.22	Flat Rate	\$61.22
42305	90832 SA	Psychotherapy 30 min (90832 SA) ARNP	\$77.30	Flat Rate	\$77.30
42305	90834 HO	Psychotherapy 45 min (90834 HO) MASTER	\$122.45	Flat Rate	\$122.45
42305	90834 SA	Psychotherapy 45 min (90834 SA) ARNP	\$154.61	Flat Rate	\$154.61
43301	96132 HP	Neuropsychological testing (96132 HP) PhD – first hour	\$122.45	Hourly	\$122.45
43301	96133 HP	Neuropsychological testing (96133 HP) PhD – each additional hour	\$122.45	Hourly	\$122.45
43301	96132 TECH	Neuropsychological testing (96132 TECH) Technician	\$122.45	Hourly	\$122.45
43301	96133 TECH	Neuropsychological testing (96133 TECH) Technician	\$122.45	Hourly	\$122.45
42306	99211 TD	Office Visit Estab, Minimal (99211 TD) RN 5 min	\$75.96	Flat Rate	\$75.96
42306	99213 SA	Office Visit Estab, Low (99213 SA) ARNP 15 min	\$75.96	15 Min	\$75.96
42306	99214 SA	Office Visit Estab, Moderate (99214 SA) ARNP 25 min	\$77.28	Flat Rate	\$77.28
73319	H0035	Partial Hospital Program (H0035) per diem	\$215.22	Daily	\$215.22
41307	S9123 TD	Nursing Care in home, hourly (S9123 TD) RN (in coordination w/CSP service)	\$56.67	Flat Rate	\$56.67
42305	S9480	Outpatient Intensive Psych Service (S9480) per diem	\$50.24	Daily	\$50.24
42305		Psychotherapy, Group CORE intense 1.5 Hours	\$169.95	Flat Rate	\$169.95
74300	99075 AF	Medical Testimony, Court / Hearing / Deposition (99075 AF) Psychiatrist	\$175.00	Flat Rate	\$175.00
73319	99218 AF	Inpatient, Initial Observ Care, Low (99218 AF) Psychiatrist 30 min (fka Initial Medical Exam Physician)	\$193.60	Flat Rate	\$193.60
73319	99219 AF	Inpatient, Initial Observ Care, Moderate (99219 AF) Psychiatrist 50 min (fka Initial Medical Exam Physician)	\$193.60	Flat Rate	\$193.60
73319	99220 AF	Inpatient, Initial Observ Care, High (99220 AF) Psychiatrist 70 min	\$193.60	Flat Rate	\$193.60

		(fka Initial Medical Exam Physician)			
73319	99221 AF	Inpatient, Initial Hosp Care, Low (99221 AF) Psychiatrist 30 min (fka Admission Day Psychiatrist)	\$193.21	Flat Rate	\$193.21
73319	99222 AF	Inpatient, Initial Hosp Care, Moderate (99222 AF) Psychiatrist 50 min (fka Admission Day Psychiatrist)	\$193.21	Flat Rate	\$193.21
73319	99223 AF	Inpatient, Initial Hosp Care, High (99223 AF) Psychiatrist 70 min (fka Admission Day Psychiatrist)	\$193.21	Flat Rate	\$193.21
73319	99231 AF	Inpatient Subsequent Hosp Care, Low (99231 AF) Psychiatrist 15 min (fka Daily Care Psychiatrist)	\$64.40	Flat Rate	\$64.40
73319	99232 AF	Inpatient Subsequent Hosp Care, Moderate (99232 AF) Psychiatrist 25 min (fka Daily Care Psychiatrist)	\$64.40	Flat Rate	\$64.40
73319	99233 AF	Inpatient Subsequent Hosp Care, High (99233 AF) Psychiatrist 55 min (fka Daily Care Psychiatrist)	\$64.40	Flat Rate	\$64.40

Rates may be adjusted throughout the fiscal year to reflect Medicaid changes in rates and new services.

Agreement to Provide Named FY23 Services at Noted Rates



6/24/2022

St. Luke's Hospital

Date

MHDS of the East Central Region, Contract Coordinator

Date

Ann Cameron Williams, Ph.D.

Awilliams@ecriowa.us 563.589.7870

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
LINN COUNTY ASSESSOR'S OFFICE, LINN COUNTY GIS, CITY OF CEDAR RAPIDS
ASSESSOR'S OFFICE, AND CITY OF CEDAR RAPIDS GIS (COLLECTIVELY "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

Appendix 1: Photogrammetric Product Specifications

Map(s)

(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): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: 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 ADDRESSES
Linn County Assessor's Office 935 Second Street, SW Cedar Rapids, IA 52404-2100 Attn: Jerry Witt, Linn County Assessor Phone: (319) 892-5220
Linn County GIS 1240 26 th Avenue Court SW Cedar Rapids, IA 52404-2100 Attn: Jason Siebrecht, Linn County GIS Coordinator Phone: (319) 892-5311
City of Cedar Rapids Assessor's Office 500 15 th Avenue, SW Cedar Rapids, IA 52404-2100 Attn: Julie Carson, Cedar Rapids Assessor Phone: (319) 286-5888
City of Cedar Rapids GIS 500 15 th Avenue, SW Cedar Rapids, IA 52404-2100 Attn: Russ Camp, Cedar Rapids GIS Manager Phone: (319) 286-5086

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive Rochester, New York 14623 Attn: General Counsel 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. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this 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.
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."

[Signature page follows]

PARTIES:

CUSTOMER	PICTOMETRY
LINN COUNTY ASSESSOR'S OFFICE	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

CUSTOMER
LINN COUNTY GIS
SIGNATURE:
NAME:
TITLE:
DATE:

CUSTOMER
CITY OF CEDAR RAPIDS ASSESSOR'S OFFICE
SIGNATURE:
NAME:
TITLE:
DATE:

CUSTOMER
CITY OF CEDAR RAPIDS GIS
SIGNATURE:
NAME:
TITLE:
DATE:

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

ORDER #
C28025725

BILL TO

Linn County Assessor's Office
Jerry Witt, Linn County Assessor
935 Second Street, SW
Cedar Rapids, IA 52404-2100
(319) 892-5220
jerry.witt@linncountyiowa.gov

SHIP TO

Linn County GIS
Jason Siebrecht, Linn County GIS Coordinator
1240 26th Avenue Court SW
Cedar Rapids, IA 52404-2100
(319) 892-5220
jason.siebrecht@linncountyiowa.gov

BILL TO

Linn County GIS
Jason Siebrecht, Linn County GIS Coordinator
1240 26th Avenue Court SW
Cedar Rapids, IA 52404-2100
(319) 892-5311
jason.siebrecht@linncountyiowa.gov

SHIP TO

City of Cedar Rapids GIS
Russ Camp, Cedar Rapids GIS Manager
500 15th Avenue, SW
Cedar Rapids, IA 52404-2100
(319) 286-5086
russc@cedar-rapids.org

BILL TO

City of Cedar Rapids Assessor's Office
Julie Carson, Cedar Rapids Assessor
500 15th Avenue, SW
Cedar Rapids, IA 52404-2100
(319) 286-5888
j.carson@cedar-rapids.org

BILL TO

City of Cedar Rapids GIS
Russ Camp, Cedar Rapids GIS Manager
500 15th Avenue, SW
Cedar Rapids, IA 52404-2100
(319) 286-5086
russc@cedar-rapids.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A140778	rpoots	Annual

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
481	Reveal Advanced Neighborhood	Provides measurable ortho and oblique imagery at the Neighborhood resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 245.00		\$ 117,845.00
282	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal	\$ 500.00	\$ 375.00 (25%)	\$ 105,750.00

		TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Coverage Area Format:</i> Shapefile <i>Leaf:</i> Leaf Off: Less than 30% leaf cover			
130	LiDAR-PURCHASED-USGS QL2 (sq mi) Custom Area	Product includes: LiDAR data ("LiDAR Deliverables") delivered in tiled LAS format, aggregate nominal post spacing (ANPS) of 0.7m or less (equivalent to density of 2 ppm or more), vertical accuracy 10cm RMSEz, deliverables and specifications in accordance with USGS LiDAR Base Specification Version 1.2, November 2014 (the "Base Specification"). Refer to Base Specification for further details. Check point and production ground surveys are not included with the LiDAR Deliverables and must be provided by the Customer or purchased separately. Customer shall own the copy of LiDAR Deliverables delivered to Customer pursuant to this Agreement, notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the LiDAR Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form Product Parameters: <i>Funding Source:</i> Self-funded / None (see related Terms & Conditions as applicable)	\$ 140.03	\$ 112.02 (20%)	\$ 14,563.12
130	LIDAR-DEM and 1ft Contours (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 1-foot interval in ESRI Polyline Feature Class format. Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Funding Source:</i> Self-funded / None (see related Terms & Conditions as applicable)	\$ 55.00		\$ 7,150.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Jason Siebrecht <i>Admin User Email:</i> jason.siebrecht@linncountyiowa.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 1,650.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00

		Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: <i>Admin User Name:</i> Jason Siebrecht <i>Admin User Email:</i> jason.siebrecht@linncountyiowa.gov	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
763	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters:	\$ 0.00		\$ 0.00

		<i>Leaf:</i> Leaf Off: Less than 30% leaf cover			
SUBTOTAL					\$246,958.12

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
182	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Coverage Area Format:</i> Shapefile <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 500.00	\$ 375.00 (25%)	\$ 68,250.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Jason Siebrecht <i>Admin User Email:</i> jason.siebrecht@linncountyiowa.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 1,650.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00

1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: Admin User Name: Jason Siebrecht Admin User Email: jason.siebrecht@linncountyiowa.gov	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
SUBTOTAL					\$69,900.00

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
481	Reveal Advanced Neighborhood	Provides measurable ortho and oblique imagery at the Neighborhood resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 245.00		\$ 117,845.00
282	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$ 500.00	\$ 375.00 (25%)	\$ 105,750.00

		Product Parameters: <i>Coverage Area Format:</i> Shapefile <i>Leaf:</i> Leaf Off: Less than 30% leaf cover			
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Jason Siebrecht <i>Admin User Email:</i> jason.siebrecht@linncountyiowa.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 1,650.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: <i>Admin User Name:</i> Jason Siebrecht <i>Admin User Email:</i> jason.siebrecht@linncountyiowa.gov	\$ 750.00	\$ 0.00 (100%)	\$ 0.00

763	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$225,245.00

FOURTH PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT¹
182	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Coverage Area Format:</i> Shapefile <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 500.00	\$ 375.00 (25%)	\$ 68,250.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Jason Siebrecht <i>Admin User Email:</i> jason.siebrecht@linncountyiowa.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 1,650.00

1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: Admin User Name: Jason Siebrecht Admin User Email: jason.siebrecht@linncountyiowa.gov	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00

SUBTOTAL \$69,900.00

FIFTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
481	Reveal Advanced Neighborhood	Provides measurable ortho and oblique imagery at the Neighborhood resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 245.00		\$ 117,845.00
282	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 500.00	\$ 375.00 (25%)	\$ 105,750.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: Admin User Name: Jason Siebrecht Admin User Email: jason.siebrecht@linncountyiowa.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 1,650.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
763	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: <i>Admin User Name:</i> Jason Siebrecht <i>Admin User Email:</i> jason.siebrecht@linncountyiowa.gov	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
SUBTOTAL					\$225,245.00

SIXTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT¹
182	Reveal Advanced Property	Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Coverage Area Format: Shapefile Leaf: Leaf Off: Less than 30% leaf cover	\$ 500.00	\$ 375.00 (25%)	\$ 68,250.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: Admin User Name: Jason Siebrecht Admin User Email: jason.siebrecht@linncountyiowa.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 1,650.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00

		(a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: Admin User Name: Jason Siebrecht Admin User Email: jason.siebrecht@linncountyiowa.gov	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL				\$69,900.00	

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 907,148.12
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¹Amount per product = ((1-Discount %) * Qty * List Price)

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:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- Seasonal variations caused by images taken at different times during a season, or during different seasons;
- 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;
- Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- 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.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

IA Benton, IA Buchanan, IA Cedar, IA Delaware, IA Iowa, IA Johnson, IA Jones, IA Linn (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

IA Benton, IA Buchanan, IA Cedar, IA Delaware, IA Iowa, IA Johnson, IA Jones, IA Linn (Primary)

THIRD PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

IA Benton, IA Buchanan, IA Cedar, IA Delaware, IA Iowa, IA Johnson, IA Jones, IA Linn (Primary)

FOURTH PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

IA Benton, IA Buchanan, IA Cedar, IA Delaware, IA Iowa, IA Johnson, IA Jones, IA Linn (Primary)

FIFTH PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

IA Benton, IA Buchanan, IA Cedar, IA Delaware, IA Iowa, IA Johnson, IA Jones, IA Linn (Primary)

SIXTH PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

IA Benton, IA Buchanan, IA Cedar, IA Delaware, IA Iowa, IA Johnson, IA Jones, IA Linn (Primary)

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 due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due May 1st, 2023 (Cedar Rapids GIS)	\$34,019.06
Due May 1st, 2023 (Cedar Rapids Assessor)	\$26,412.50
Due May 1st, 2023 (Linn County GIS)	\$46,401.00
Due May 1st, 2023 (Linn County Assessor)	\$51,596.50
Total Payments	\$158,429.06

SECOND PROJECT

Due May 1st, 2024 (Cedar Rapids GIS)	\$34,019.06
Due May 1st, 2024 (Cedar Rapids Assessor)	\$26,412.50
Due May 1st, 2024 (Linn County GIS)	\$46,401.00
Due May 1st, 2024 (Linn County Assessor)	\$51,596.50
Total Payments	\$158,429.06

THIRD PROJECT

Due May 1st, 2025 (Cedar Rapids GIS)	\$23,162.50
Due May 1st, 2025 (Cedar Rapids Assessor)	\$26,412.50
Due May 1st, 2025 (Linn County GIS)	\$46,401.00
Due May 1st, 2025 (Linn County Assessor)	\$51,596.50
Total Payments	\$147,572.50

FOURTH PROJECT

Due May 1st, 2026 (Cedar Rapids GIS)	\$23,162.50
Due May 1st, 2026 (Cedar Rapids Assessor)	\$26,412.50
Due May 1st, 2026 (Linn County GIS)	\$46,401.00
Due May 1st, 2026 (Linn County Assessor)	\$51,596.50
Total Payments	\$147,572.50

FIFTH PROJECT

Due May 1st, 2027 (Cedar Rapids GIS)	\$23,162.50
Due May 1st, 2027 (Cedar Rapids Assessor)	\$26,412.50
Due May 1st, 2027 (Linn County GIS)	\$46,401.00
Due May 1st, 2027 (Linn County Assessor)	\$51,596.50
Total Payments	\$147,572.50

SIXTH PROJECT

Due May 1st, 2028 (Cedar Rapids GIS)	\$23,162.50
Due May 1st, 2028 (Cedar Rapids Assessor)	\$26,412.50
Due May 1st, 2028 (Linn County GIS)	\$46,401.00
Due May 1st, 2028 (Linn County Assessor)	\$51,596.50
Total Payments	\$147,572.50

RapidAccess—Disaster Response Program (“DRP”)

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

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
 - ☐ **Derecho events:** areas affected by a minimum of 130 mph straight line wind gusts.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at \$150.00 per square mile. Also, coverage for areas affected by hurricanes below Category II, tomadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at \$150.00 per square mile.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

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.
- 1.2 "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.
- 1.3 "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.
- 1.4 "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 Pictometry pursuant to the Agreement.
- 1.5 "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 Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 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) 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 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, but only through 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.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, 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 Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry 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. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. 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 Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** [NOT APPLICABLE]
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 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 set forth below and on the Order Form, 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.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed 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.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry 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 Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed 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.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed 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.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed 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.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service 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 Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 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 ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, 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 use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised 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.
- 6.2 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 notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. 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 Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License 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.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License 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 this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License 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.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

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1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
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3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is 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. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign 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 Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this 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.
- G. **Waiver.** No waiver of a breach of any term of this License 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 this License. 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. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. 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.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Iowa, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Iowa in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. 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.

4. Customer shall own the copy of the orthogonal imagery delivered to it by Pictometry pursuant to this Agreement. Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry's possession. Pictometry is free to use, reproduce and redistribute copies of the orthogonal imagery delivered pursuant to this Agreement in any manner without any accounting to Customer. Except for the copy of the orthogonal imagery delivered to Customer by Pictometry pursuant to this Agreement, all imagery (including associated metadata) and software delivered or otherwise made available to Customer pursuant to this Agreement constitute Delivered Content or Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this Agreement.

5. This Agreement comprises a collective purchase transaction for the benefit of the following participants:

- Linn County Assessor's Office
- Linn County GIS
- City of Cedar Rapids Assessor's Office
- City of Cedar Rapids GIS

(each, a 'Participant' and collectively, the 'Participants'). Each Participant is required to execute this Agreement with Pictometry with respect to this transaction and will be responsible for paying a portion of the total cost of the collective purchase transaction, which is set forth in Section A.

This Agreement is contingent upon all Participants executing this Agreement and shall not take effect for any Participant until after this contingency has been fulfilled by all Participants.

Failure by any Participant to timely pay any amount due to Pictometry with respect to their respective element of the collective purchase transaction shall entitle Pictometry to terminate this Agreement for all Participants with respect to the collective purchase transaction. A material breach by any Participant with respect to its respective element of the collective purchase transaction shall entitle Pictometry to terminate this Agreement for Participants with respect to the collective purchase transaction.

6. This Agreement may be executed by the parties in counterparts and each of such counterparts will be deemed to be an original, and all such counterparts when taken together will constitute one and the same agreement. The parties hereby acknowledge and agree that for the execution of this Agreement, an executed counterpart may be delivered by facsimile or electronic mail and will constitute an originally executed copy.

[END OF NON-STANDARD TERMS AND CONDITIONS]

APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

LiDAR 0.7 m

This section describes the operational parameters of the ALTM Gemini that Pictometry intends to set for collection of data. Actual collection parameters may vary due to weather conditions and/or air traffic control (ATC) restrictions. Pictometry stipulates the final accuracy of the dataset regardless of actual capture parameters.

CAPTURE PARAMETERS (NOMINAL) – 0.7 M POSTINGS

Flight Altitude:	760m/2500ft
Point Spacing:	0.7m
Point Density:	2 points per square meter
Pulse Repetition Freq.:	70kHz
Scan Angle (+/-):	15.8 degrees
Scan Frequency:	56Hz
Swath Width:	430m/1400ft
Overlap:	30%
Vertical Accuracy:	9.25 cm RMSE _z bare earth 18.2 cm NSSDA Vertical Accuracy (95% confidence) – bare earth
Horizontal Accuracy:	25cm; RMSE
Returns:	Up to four per pulse
Intensity records:	Recorded for each return
Coordinate System:	Customer preferred system and units (must be specified and approved in advance of start of work).
Filtering:	Automated methods with manual review and clean up with the following minimum performance specifications: • 95% of outliers removed • 95% of vegetation removed • 98% of buildings removed
Contour Interval	Meets or exceeds FEMA requirements to generate contours at a 1' interval. NOTE: While Pictometry stipulates this accuracy, independent verification of this accuracy as well as additional independent reporting is usually required to qualify for FEMA funding. Pictometry offers these services through an independent subcontractor for additional cost.

Deliverables:

- LiDAR Data
 - Tiled* LAS v1.2 files including Return Number and Intensity attribute for each return
 - Duplicate points and 95% of outliers removed
 - Ground points classified via automated methods with manual review and clean up
 - 95% of vegetation features removed
 - 98% of buildings removed
 - Buildings and vegetation not classified separately
 - **NOTE:** LiDAR data deliverables will extend approximately 140m beyond the specified project area
- Raw GPS/INS data and laser range files with supporting information
- FGDC compliant metadata

Estimated Data Sizes (at 0.7m point spacing): 20-25GB per 100 square miles (approximate)

DEM Bare Earth

ESRI Terrain

Pictometry will convert the Bare Earth classified data contained in the LAS files to ESRI Terrain data as a fundamental step toward deriving subsequent bare earth terrain products. Developing the data in this manner will significantly enhance the delivery of data to the Customer and provide maximum flexibility for future use, updates, and edits. **Standard Hydrographic Breaklines (described below) will be incorporated into all terrain deliverables.** Additional breaklines may be developed and incorporated into the terrain at any time.

Digital Elevation Models (DEMs)

The standard DEM deliverable will be assumed to have a 10-foot grid cell size unless otherwise specified by the customer. Pictometry will also develop a Hillshade from the DEM for visualization and cartographic mapping purposes.

Standard Hydrographic Breaklines

Breaklines are linear features that describe a change in the smoothness or continuity of a surface. As part of the baseline effort to create a DEM, Pictometry will develop limited 3D breaklines for water feature boundaries and wide rivers and incorporate those into the ESRI Terrain data prior to generating any derived products. Hydrographic breaklines will be delineated using the LiDAR data with elevation values assigned from the LiDAR data, using best available aerial photography and the National Hydrography Dataset (NHD) as references.

Water bodies will be defined for the purposes of this task as being larger than 5m across, or greater than one (1) acre. Breaklines delineating the edge of water will be created for all such water bodies. Breaklines will not be developed for streams less than 5m across, also referred to in NHD as 'single line streams'.

The standard for water bodies in the USGS Specification is 100ft and two (2) acres respectively. 'Hydro-flattening', as defined in the USGS Specification, will be completed at a minimum on all water bodies meeting the USGS definition. This task is intended to meet or exceed the requirements for 'Hydro-flattening' in the USGS Specification.

For flat and level water bodies (ponds, lakes), a single elevation value will be assigned to the entire polygon and/or to every bank vertex. The entire water surface edge will be at or just below the immediately surrounding terrain. For streams and rivers, breaklines indicating flat and level bank-to-bank conditions (perpendicular to the apparent flow centerline) will be created, with the gradient along the bank to follow the immediately surrounding terrain. Monotonicity will be enforced on breaklines meeting the USGS Specification. Stream and river breaklines delineating the edge of water will stop at road crossings (i.e., culvert locations).

Bare earth LiDAR points that are within the design Nominal Point Spacing (NPS) of a breakline will be re-classified as 'Ignored Ground' once the breaklines have been completed. The design NPS of a LiDAR collection is typically between 1 and 2 meters, but may be greater or less depending on the collection specifications of the project.

The identification and prioritization of additional breaklines beyond those minimally described here represents a wide range of expectations and detail depending on specific project/customer needs and intended uses. Most customized uses of breaklines are appropriate for project specific purposes, such as hydraulic modeling, construction site design or transportation engineering. As such, additional breakline development options are offered below. Additional detailed breaklines can be developed and incorporated into the terrain data at any time.

Deliverables:

Collection-wide point data (bare earth only) in ESRI multi-point format
Collection-wide Terrain Data Model (bare earth) in ArcGIS TERRAIN format
Collection-wide Digital Elevation Model (bare earth) in ArcGIS GRID format
Collection-wide polyline files in ESRI Polyline Feature Class format
Collection-wide Hillshade of the Bare earth DEM in ArcGIS format

Contours

The range of available algorithms can result in significant differences in cartographic output quality for the generation of topographic contours. Some methods more accurately represent the point data, but result in a more angular and less cartographically pleasing output. Other methods will smooth the data to varying degrees but produce a much higher quality cartographic output. The customer will be given options, based on demo data, for having their collection area contours created from smoothed data or not-smoothed data.

This task will result in vector (line) data and as such, tiling the data will be required because the vector files can be quite large. The output tiling scheme will correspond to the LiDAR tiles unless the customer requests a different tiling scheme in advance. Final tiled vector data will be seamless and free of edge effects. Pictometry will establish elevation attributes to each contour line and identify 10, 20, and 50 ft. index contours unless otherwise specified by the Customer.

Deliverables:

Tiled 1-foot or 2-foot* contour files in ESRI Polyline Feature Class format. (*NOTE: Contours will be created at maximum resolution supported by the collection as specified in Section A.)

Advanced Neighborhood deliverables

Product	Advanced Neighborhood
Product Description	Provides measurable ortho and oblique imagery at the Neighborhood resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.
Orthomosaic Specifications	Reveal Property Orthomosaic enhanced with the following Reveal add-ons: • Certified Ortho • TrueTouch • Four Band Color Infrared
Oblique Imagery	Nominal 6in GSD oblique imagery or better: • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata and reporting: • Certified Ortho metadata and reporting • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online) - RGB Only	Resolution: • Nominal 6in GSD Access Methods: • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately

Orthomosaic Deliverable Format (Physical)	Resolution: - Nominal 6in GSD Projection/Coordinate System: - Customer Selectable Datum: - Customer Selectable File Format: - Mosaic Tiles - Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file - Includes separate Pictometry Map Image (PMI) trailer file - Project-Wide Mosaic - Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	- Best efforts to make frame imagery available online within 20 days of capture complete - Best efforts to make oblique imagery available online and/or ready for physical delivery within 30 days of capture completion - Best efforts to make ortho imagery available online and/or ready for physical delivery within 200 days of final data collection.

Advanced Property deliverables

Product	Advanced Property
Product Description	Provides measurable high resolution ortho and oblique imagery at the Property level as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.
Ortho frame imagery	Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	Reveal Property Orthomosaic enhanced with the following Reveal add-ons: Certified Ortho TrueTouch Four Band Color Infrared
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata and reporting: Certified Ortho metadata and reporting - Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online) - RGB Only	Resolution: - Nominal 2in GSD, no worse than 3in (Best Available Provided) Access Methods: - Available via web-based viewer (Connect) - Contracted separately - Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: - Nominal 2in GSD, no worse than 3in (Best Available Provided) Projection/Coordinate System: - Customer Selectable Datum: - Customer Selectable

	File Format: • Mosaic Tiles ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic ○ Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	• Best efforts to make frame imagery available online within 20 days of capture complete • Best efforts to make oblique imagery available online and/or ready for physical delivery within 30 days of capture completion • Best efforts to make ortho imagery available online and/or ready for physical delivery within 200 days of final data collection.

Essentials Add-on - Certified Ortho

Products Related to	Essentials Essentials+ Advanced
Product Description	<i>Certified Ortho</i> upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements
Product Eligibility	• Reveal Certified Ortho can only be purchased in conjunction with a related product type • Reveal Certified Ortho is only applicable to Reveal orthomosaic imagery
Orthomosaic Accuracy	Absolute Horizontal Accuracy: • Produced to meet ASPRS Horizontal Accuracy Standards of ≤ 3 px RMSE_{x,y} • Optional 2 px RMSE_{x,y} (where available)
ASPRS Accuracy Standards	https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf
Metadata and Reporting	Reporting • FGDC Compliant metadata • Project report in accordance with state and local requirements
Optional Reporting*	• Signed & Sealed Produced to Accuracy Statement • Signed & Sealed Tested to Accuracy Statement ○ Requires Independent Accuracy Assessment to ASPRS Standards Product

* Available upon request. May require purchase of additional products

Essentials Add-on - TrueTouch

Products Related to	Essentials Essentials+ Advanced
Product Description	TrueTouch is the application of visual improvements to customers' orthomosaic imagery
Product Eligibility	Can only be purchased with appropriate Reveal product

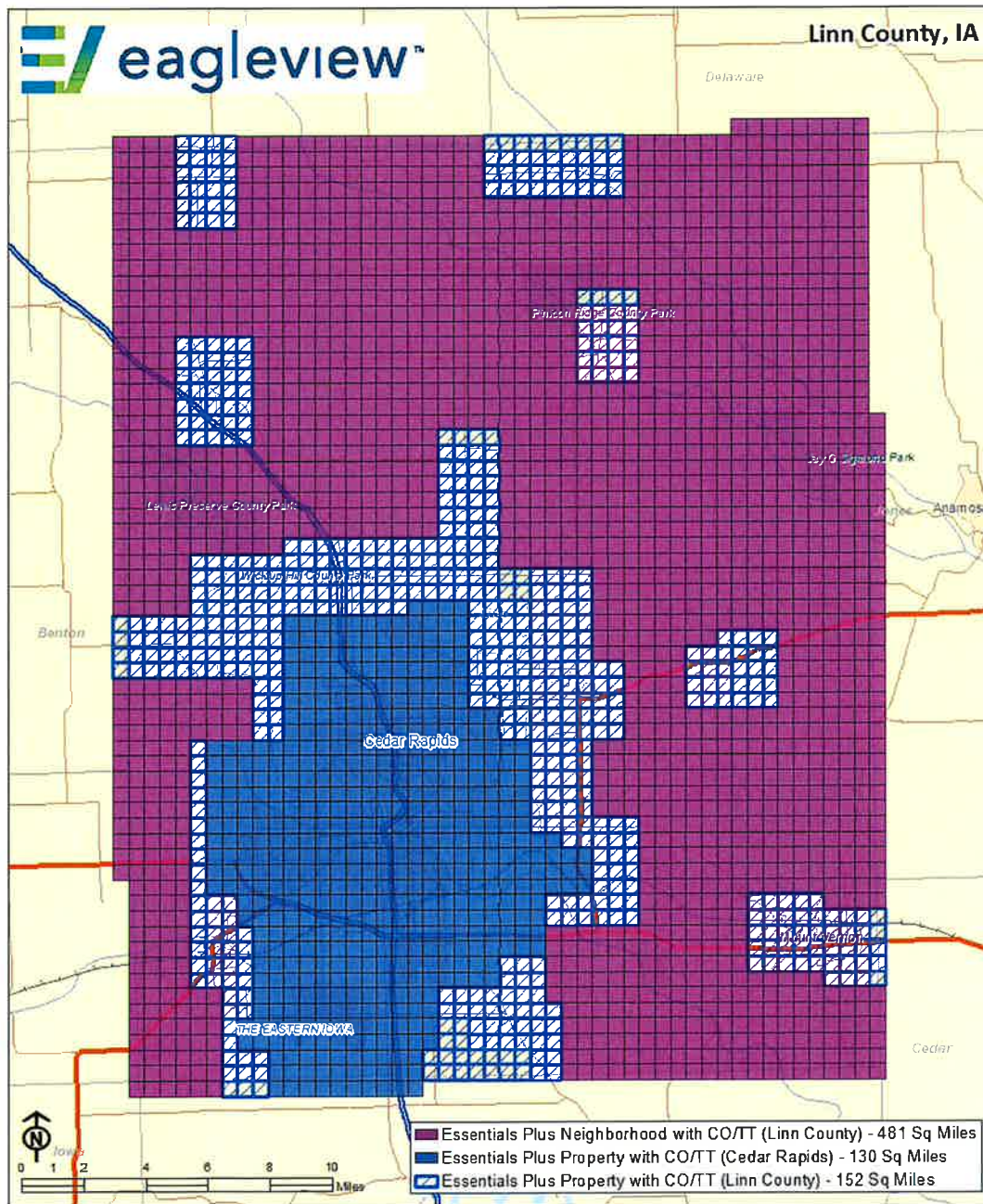
	TrueTouch is only applicable to customer RGB and CIR orthomosaic imagery
Content Specifications	<u>Seam Artifacts</u> • There will be no obvious seam edges between two adjacent orthophotos • Orthomosaic will have edits to eliminate feature misalignment caused by seamlines which pass through features above the elevation surface including roads. Feature alignment across seamlines will be 3px or better. ○ Exceptions may include residential buildings and industrial complexes <u>Building and Bridge Lean</u> • Correction of bridges • Correction of major buildings obstructing roadways ○ Exceptions may include residential buildings and industrial complexes
Delivery Timeline	• Imagery will be made available online and/or ready for physical delivery within 120 days of completion of capture

Essentials Add-on – Four Band Color Infrared

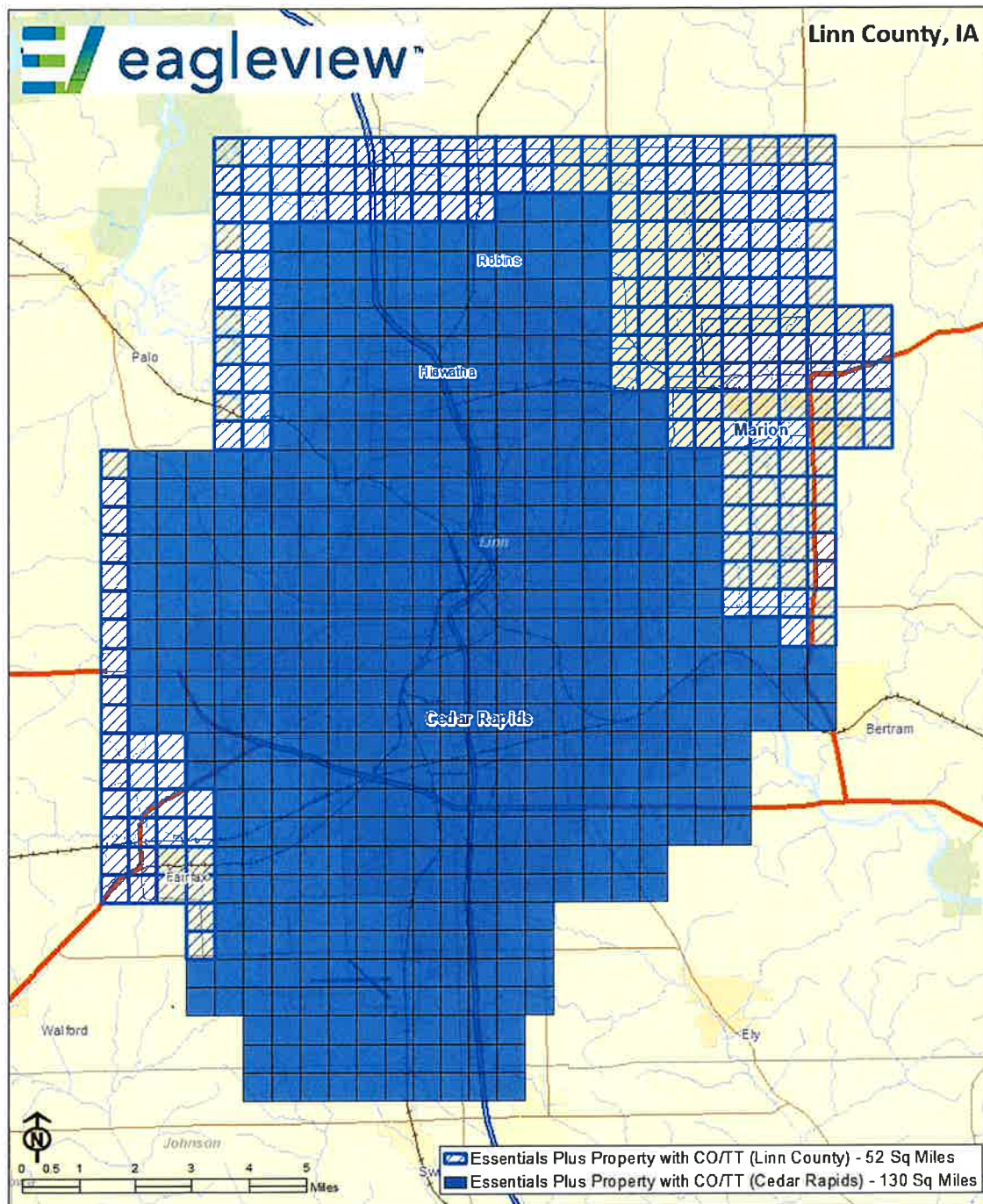
Products Related to	Essentials Essentials+ Advanced
Product Name	Reveal Four Band Color Infrared
Product Description	<i>Four Band Color Infrared</i> provides an automatically generated 3-Band color infrared orthomosaic with respective tiles. Imagery may contain seamlines.
Product Eligibility	• Reveal Four Band Color Infrared can only be purchased in conjunction with a related product type • Reveal Four Band Color Infrared is only applicable to Reveal orthomosaic imagery
Content Specifications	Mosaics: • 3-Band false color infrared orthomosaic • 4-Band orthomosaic (Available upon request) Mosaic Tiles: • 4-Band orthomosaic tiles • 3-Band false color infrared orthomosaic tiles (Available upon request)
Orthomosaic Deliverable Format (Online)	Currently Unavailable

MAP(S)

FIRST, THRID, AND FIFTH PROJECTS



SECOND, FOURTH, AND SIXTH PROJECTS



**LINN COUNTY
1888 COUNTY HOME ROAD
MARION, IOWA 52302**

**APPLICATION TO
"ADOPT-A-ROADSIDE"**

FOR OFFICE USE ONLY

Permit Number _____

County Road Name _____

☐ NEW ☐ RENEWAL ☐ GIS# _____

**TO BE COMPLETED BY SPONSOR
PLEASE PRINT CLEARLY**

Alburnett FFA Chapter

Name of Sponsor (Organization, Group or Individual)

Signature of Contact Person Erin Dietzman

131 Roosevelt St, PO Box 400, Alburnett, IA 52202

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Telephone Number 319 842 2266 E-Mail Address edietzman@alburnettcsd.org

The proposed work is located on C Ave Ext Road
a section between Roosevelt St and County Home Rd
from _____ to _____

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

X Litter removal ☐ Enhancement Planting* ☐ Other (describe)

*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

AGREEMENTS:

The Sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.

7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the traveled portion of the hard surfaced roadway.
8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).
9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

SPONSOR'S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

DEPARTMENT'S RESPONSIBILITIES:

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

To assist in removal of litter under unusual circumstances such as when large, heavy or hazardous items are found.

To assist in location and selection of enhancement plantings (if applicable).

PLEASE NOTE:

The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

FOR OFFICE USE ONLY

This agreement shall remain in force from August 1, 2022 until August 1, 2024. If this agreement includes litter removal the Sponsor agrees to pickup litter 2 (times) per year.

DEPARTMENT OF SECONDARY ROADS APPROVAL

FOR OFFICE USE ONLY

Recommended for Approval

Bud Kuttan
Linn County Engineer

Date

July 15

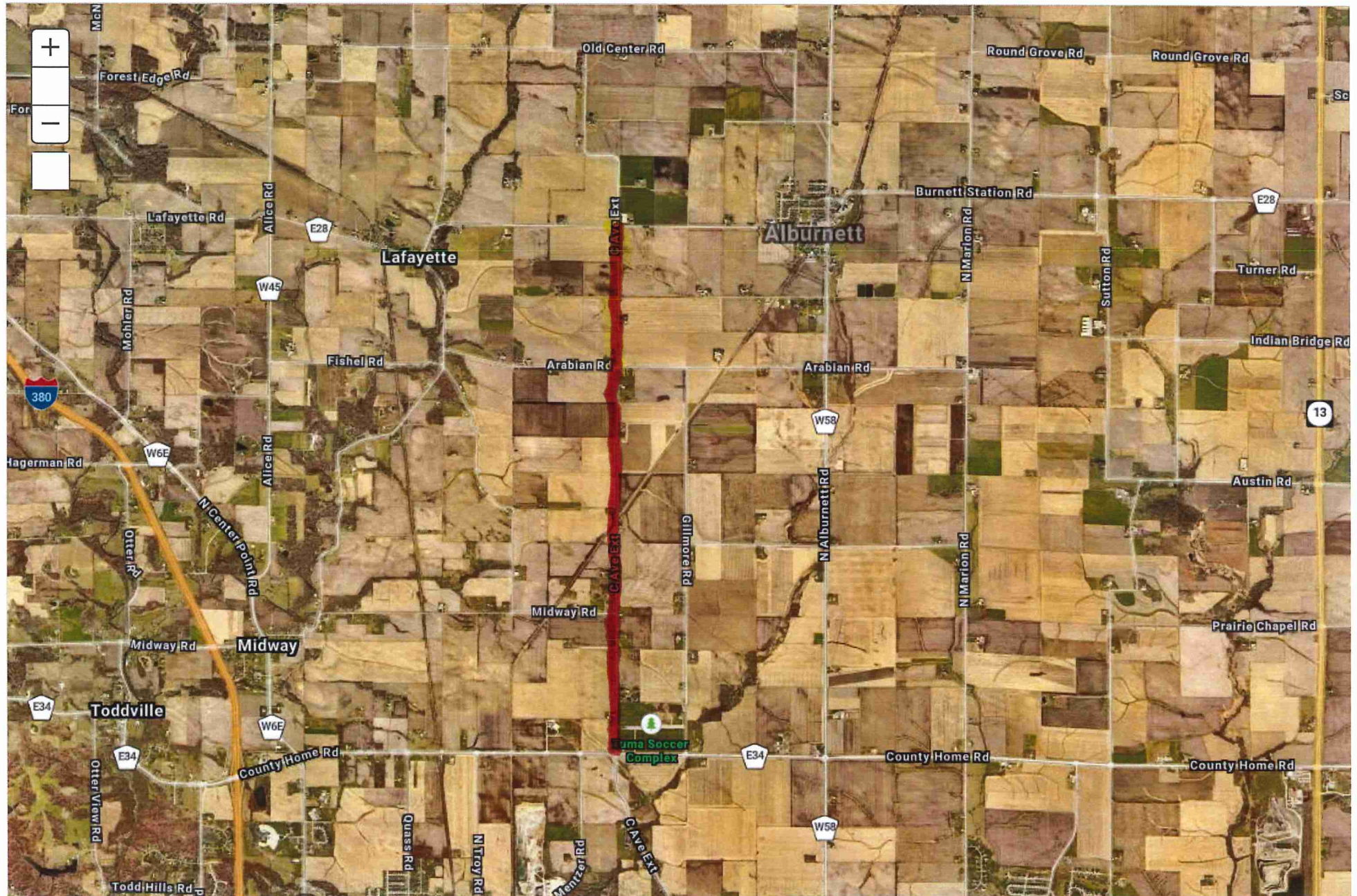
, 2022

Approved

Linn County Board of Supervisors

Date

, 20



LINN COUNTY 2022 LP BID RESULTS

COMPANY	DELIVERED PRICE	NON-DELIVERED PRICE	*Est \$
AgVantage FS	\$1.570	\$1.57	\$78,500.00
Linn Cooperative	\$1.690	NA	\$84,500.00
Consolidated Energy	\$1.690	\$1.69	\$84,500.00

@ 30,000 gallons

Award:

AgVantage FS

1600 8th St SW

Waverly, IA 50677

Contacts:

Chris Baker 319-480-1396

Matt Locke 319-533-1516

Josh Langhoff 319-533-8812

After Hours Emergency 563-920-2839

Main Office Phone 319-483-4933

Purchase Order

#: PO335

7/18/2022

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

RACOM CORPORATION
201 WEST STATE STREET
MARSHALLTOWN IA 50158
United States

TOTAL

\$7,228.96

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
1		RADIO EQUIPMENT	RADIO EQUIPMENT - REPLACEMENT XG25M MOBILE & BASE STATION	\$7,228.96	\$7,228.96

Memo: RADIO EQUIP REPLACEMENT - WALFORD RD SHOP THEFT

Total

\$7,228.96

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO335



201 West State Street
Marshalltown, IA 50158
800-722-6643
Fax 641-752-0674
www.racom.net

Proposal Prepared for: LINN CO SECONDARY RAODS

Address 1944 COUNTY HOME ROAD
City MARION
State & Zip Code IA 52302
County LINN
Phone/FAX 319-892-6427
Contact Name THAD ALEXANDER
Contact E-mail Thad.Alexander@linncountyiowa.gov

REPLACEMENT MOBILE AND BASE STATION QUOTE

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
			XG25M MOBILE RADIO	\$ -	\$ -
	1	DM-M78B	HARRIS MOBILE, XG-25M	\$ 1,717.50	\$ 1,717.50
	1	AN-125001-004	ANTENNA BASE, THICK ROOF MOUNT LOW LOSS	\$ 63.75	\$ 63.75
	1	DM-PKTP	FEATURE PACKAGE P25 TRUNKING	\$ 618.75	\$ 618.75
	1	DM-PL5K	OVER THE AIR PROGRAMMING	\$ 225.00	\$ 225.00
	1	DM-ZN9Z	KIT, REMOTE MOUNT CONVERSION KIT	\$ 532.50	\$ 532.50
	1	DM-PL4F	PHASE II TDMA	\$ 187.50	\$ 187.50
	1	DM-MC9R	STANDARD MIC	\$ 60.71	\$ 60.71
	1	DM-ZN9X	ACCESSORY KIT	\$ 146.25	\$ 146.25
			SERVICES		
			SUBTOTAL	\$ 3,551.96	\$ -
	1	A1	STANDARD PROGRAMMING	\$ 75.00	\$ 75.00
		A2	SPLIT MOUNT INSTALL BY CUSTOMER	\$ -	\$ -
				\$ -	\$ -
			XG25M CONTROL STATION - WALFORD	\$ -	\$ -
	1	DM-M78B	HARRIS MOBILE, XG-25M	\$ 1,717.50	\$ 1,717.50
	1	SEC-1223-XG	POWER SUPPLY	\$ 225.00	\$ 225.00
	1	MAMW-ZN9F	DESKTOP MIC	\$ 195.00	\$ 195.00
	1	DM-PKTP	FEATURE PACKAGE P25 TRUNKING	\$ 618.75	\$ 618.75
	1	DM-PL5K	OVER THE AIR PROGRAMMING	\$ 225.00	\$ 225.00
	1	DM-PL4F	PHASE II TDMA	\$ 187.50	\$ 187.50
	1	DM-ZN9X	ACCESSORY KIT	\$ 146.25	\$ 146.25
	1	MISC	MISCELLANEOUS INSTALLATION HARDWARE AND COAX	\$ 175.00	\$ 175.00
		MAHK-NMC7Z	OPTIONAL STANDARD MIC	\$ 60.00	\$ -
			SERVICES		
			SUBTOTAL	\$ 3,168.75	\$ -
	1	A1	STANDARD PROGRAMMING	\$ 75.00	\$ 75.00
		A2	XG25M BASE INSTALLATION BY CUSTOMER	\$ -	\$ -
				\$ -	\$ -
				Total Equipment Price	\$ 7,191.96
				Installation	\$ -
				Subtotal	\$ 7,191.96
				Taxes	\$ -
				Shipping	\$ 37.00
				Total	\$ 7,228.96

Terms of Purchase: 100% DUE UPON DELIVERY NET 15 /
TAMLINN CO CONTRACT PRICING / FREIGHT SHOWN IS AN
ESTIMATE - ACTUAL FREIGHT TO BE INVOICED

Tax Rate

System Description: REPLACEMENT OF STOLEN BASE AND MOBILE RADIOS AT WALFORD

Proposal Presented By: DIANA RICHARDSON 319-431-5842

Date: 6-27-22

Proposal Accepted By: _____

Date: _____