



## LOWER PLATTE SOUTH natural resources district

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### Memorandum

**Date:** March 14, 2024  
**To:** Board of Directors  
**From:** David Potter, Assistant General Manager *DP*  
**RE:** Land Resources Subcommittee Meeting Minutes.

The Land Resources Subcommittee met virtually at 5:30 pm on Wednesday, March 13, 2024. There was one item for consideration. Subcommittee members present included Don Jacobson, Gary Aldridge, Tom Green, Seth Hawkins, Gary Hellerich, Chelsea Johnson, Susan Seacrest, and Ken Vogel. Members absent included Chelsea Johnson. Staff present included Shaula Ross and David Potter. Director Jacobson called the meeting to order, thanked members for attending, and reviewed the agenda. Potter verbally announced by name those in attendance.

The first item was **consideration of the Agreement between the Omaha-Council Bluffs Metropolitan Area Planning Agency and Lower Platte South NRD to obtain digital map products for the region**. This item is the first of four agreements identified in the LRIP under Land Resources – Updated Aerial Imagery Acquisitions. The agreement with Metropolitan Area Planning Agency (MAPA) is new since we've not had an agreement with them before. MAPA is the contracting agency working with the aerial imagery company Pictometry International Corp, dba EagleView. The agreement will provide the district with aerial imagery for those portions of Butler, Otoe, and Saunders Counties that are within Lower Platte South NRD since those counties are not wanting the 6-inch resolution aerial imagery done at this time. The last agreement for portions of the district not covered by the counties was in October 2018 and was directly with Pictometry. Agreements with the City of Lincoln (for Lancaster County), Seward County, and Cass County will be considered in April or May and will complete the aerial imagery for the entire District. These three counties are contracting either with MAPA or Pictometry directly to get imagery for the entire county and we have worked with counties in the past to get the imagery at a reduced rate. The total cost of the project with MAPA for those portions of Butler, Otoe and Saunders counties is \$22,650.00 for one flight, payable in one installment due July 31, 2024, with the option for additional flights in 2026 and 2028 at the same cost. The proposed agreement with MAPA was provided to the subcommittee.

Potter referred to the staff report and answered questions on the proposed agreement and final product and provided further information on the three county agreements coming up in April or May. He also stated the proposed agreement is currently being reviewed by the district's legal counsel and will be

completed by the Board meeting. Ross stated that flights are currently being flown. She explained how the information will be received by the district and how the imagery will be used.

**It was moved by Vogel, seconded by Seacrest, and approved by the Subcommittee (with Jacobson, Green, Hawkins, Hellerich, Seacrest, and Vogel voting yes and Aldridge not voting) to recommend the Board of Directors approve the Agreement between the Omaha-Council Bluffs Metropolitan Area Planning Agency and LPSNRD to obtain digital map products for the LPSNRD portions of Butler, Otoe, and Saunders Counties, subject to legal counsel review.**

Jacobson then reminded the subcommittee to let staff know if they are interested in serving on the eastern and western cost-share review groups.

There being no further business, Jacobson adjourned the meeting at 5:46 pm.

Pc: File  
Mike Sousek  
Shaula Ross

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**AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION**

THIS AGREEMENT made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Lower Platte South Natural Resources District (hereinafter called Buyer).

WITNESSETH:

WHEREAS, MAPA and a group of local governments and political subdivisions from Eastern Nebraska and Western Iowa, informally formed as the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter referred to as NIROC) have mutually agreed that all parties of NIROC would benefit financially from a combined procurement from a single vendor for certain mapping products desired by each party.

WHEREAS, NIROC and MAPA officials have further determined that the mutual sharing of all products obtained under this Agreement, as well as other non-proprietary digital data already owned, benefits all NIROC members.

NOW, THEREFORE, the parties do agree that:

I.

PURPOSE

The purpose of this Agreement is to provide for the funding and administration of a Mapping Project (hereinafter called Project), the scope of which is outlined in Section II. Scope of Deliverables, below. The Project shall be undertaken and administered by MAPA for professional aerial mapping products and services from Pictometry International Corp, dba EagleView (hereinafter called Subcontractor), which is recognized to have expertise in the field of aerial photography for mapping. MAPA shall enter into a subcontract with Subcontractor for completion of the necessary work and delivery of products and services to Buyer.

II.

SCOPE OF DELIVERABLES

The scope of deliverables pursuant to this Agreement shall include the service of subcontracting to obtain aerial photography products and services on behalf of Buyer in calendar year 2024, and the subsequent delivery of these products and services to Buyer. MAPA may direct Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area, as further specified in the contract between MAPA and Subcontractor. Specific deliverables to Buyer shall be the same as are identified in the subcontract with the Subcontractor, summarized herein as **Exhibit 1 - NIROC Deliverables**, which shall be incorporated into this Agreement.

MAPA and Buyer may mutually by formal amendment to this Agreement modify deliverables, but prior to amendment, MAPA shall first confirm with Subcontractor that such modification is allowable under the terms of the subcontract and what, if any, cost shall be incurred by MAPA for such modification. Buyer shall be responsible for payment in full for all deliverables that must remain in the subcontract and for any costs incurred by MAPA from Subcontractor for successful modification of deliverables.

### III.

#### SUBCONTRACTOR PROVISIONS

Buyer agrees to all provisions of the subcontract with Subcontractor that apply to "Authorized Users," which is a term in the subcontract used primarily to identify and govern intellectual property usage by MAPA and Buyer. The complete subcontract with Subcontractor is attached as **Exhibit 2 - Eagleview Master Services Agreement**, and all of its provisions for "Authorized Users" are passed through to Buyer and enforceable in this Agreement.

### IV.

#### FEES, RECORDS, PAYMENT

MAPA shall make payment in accordance with the terms of its subcontract with Subcontractor. Upon confirmation of deliverables, MAPA shall transfer access to Buyer and record progress of delivery toward completion of the Scope of Deliverables. MAPA shall make available to Buyer upon request an accounting of Project billings and payments.

Buyer shall pay MAPA a total amount of **\$22,650.00** as compensation for completion of the Scope of Deliverables in this Agreement, which shall be considered complete upon Buyer's receipt of all products attributed to Buyer in Exhibit 1. Payment in full will be due on July 31, 2024.

### V.

#### FUTURE PROJECTS

MAPA has entered into a multiyear subcontract with Subcontractor for the purpose of obtaining lower pricing for future mapping products. Buyer hereby acknowledges its general intent to procure mapping products through the Project for the duration of MAPA's subcontract with Subcontractor, and MAPA and Buyer may enter into future agreements by the end of each calendar year to confirm product deliverables for the subsequent calendar year.

### VI.

#### ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. MAPA may withhold payment if Subcontractor has not delivered the products or services for which the billing has been made, or if deliverables are not within the approved Scope of Deliverables, and MAPA shall reduce the amount due from Buyer for products and services not delivered in accordance with this Agreement.

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VII.  
DURATION

This Agreement shall be made effective as of the latest date of signature of the parties and remain in full force and effective until Buyer has made payment in full for all delivered products and services itemized in Exhibit 1, and as may be amended.

VIII.  
NON-DISCRIMINATION

The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

IX.  
APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

XIII.  
SEVERABILITY CLAUSE

It is understood and agreed by all parties hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to invalid.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

**OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY**

**ATTEST:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: MICHAEL HELGERSON

PRINT NAME: \_\_\_\_\_

Position: EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT**

**ATTEST:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Position: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT 1 - NIROC DELIVERABLES

Imagery Products (per square mile)	Unit Costs	
	Single Flight or Biennial Flights	Annual Flight
0		
1" Standard Ortho/Oblique	\$ 600.00	\$ 540.00
3" Standard Ortho/Oblique	\$ 345.00	\$ 325.00
6" Standard Ortho/Oblique	\$ 120.00	\$ 120.00
3" Certified Ortho/Oblique	\$ 395.00	\$ 375.00
6" Certified Ortho/Oblique	\$ 160.00	\$ 160.00
3" Certified Ortho Only	\$ 200.00	\$ 200.00
6" Certified Ortho Only	\$ 75.00	\$ 75.00
3" Standard Frequent Ortho (3 Band)*	\$ 50.00	\$ 50.00
3" Standard Frequent Ortho (4 Band)*	\$ 70.00	\$ 70.00

Software and Derivative Products	Unit Costs	
Building Outlines	\$ 0.35	\$ -
Change Analysis	\$ 0.40	\$ -
BOC and CD	\$ 0.75	\$ -
3D Mesh (3" GSD)	\$ 250.00	per square mile
3D Mesh (1" GSD)	\$ 3,500.00	per square mile
Connect Software	\$ 1,650.00	annual per user
Connect View API		\$0 included
Connect ImageService		\$0 included
Disaster Response Program		\$0 included

\*Frequent ortho is flown at a higher altitude (13,000') than our standard products. This product is intended as a supplemental capture in addition to or in between regular flight captures.

Yearly Deliverables

2024 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost		Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1" Standard Annual	372									
--Douglas County Share			\$ 34,484							\$ 1,650	\$ 36,134.00
--City of Omaha Share			\$ 119,901								\$ 119,901.00
--Omaha Airport Authority			\$ 15,000								\$ 15,000.00
--MUD Share			\$ 7,268								\$ 7,268.00
--Papio-Missouri NRD Share			\$ 24,227								\$ 24,227.00
Sarpy (Annual)	1" Standard Annual	279									
--Sarpy County Share			\$ 127,038							\$ 1,650	\$ 128,688.00
--MUD Share			\$ 5,451								\$ 5,451.00
--Papio-Missouri NRD Share			\$ 18,171								\$ 18,171.00
Pottawattamie (Annual)	3" Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3" Certified Single	243	\$ 95,985	3" Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3" Standard Single	239	\$ 82,455	6" Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)	3" Standard Single	56	\$ 19,320	6" Standard Single	407	\$ 48,840				\$ 1,650	\$ 69,810.00
Washington (Quadriennial)	3" Standard Single	54		6" Standard Single	370						
--Washington County Share			\$ 15,709			\$ 37,438	Building Outlines	13,000	\$ 4,550	\$ 1,650	\$ 59,347.00
--MUD Share			\$ 674			\$ 1,607					\$ 2,281.00
--Papio-Missouri NRD Share			\$ 2,247			\$ 5,355					\$ 7,602.00
Lower Platte South NRD (Biennial)	6" Cert. Ortho Single	302	\$ 22,650							\$ -	\$ 22,650.00
<b>2024 Deliverables Total Cost:</b>											<b>\$ 1,363,182</b>



CUSTOMER NAME: Omaha-Council Bluffs Metropolitan Area Planning Agency  
 Attn: Josh Corrigan, GIS Coordinator  
 CUSTOMER ADDRESS: 2222 Cuming Street  
 Omaha, Nebraska 68102  
 CUSTOMER PHONE: (402) 444-6866  
 CUSTOMER E-MAIL: [jcorrigan@mapacog.org](mailto:jcorrigan@mapacog.org)  
 CUSTOMER ID: A1254144  
 AGREEMENT #: LC-10004848

**MASTER SERVICES AGREEMENT**

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

**1.1. “Account”** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

**1.2. “Activation”** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

**1.3. “Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

**1.4. “Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.





**1.5. “Delivery”** and its word forms mean taking possession by one Party from the other Party, as confirmed by digital means, a professional courier service or by recorded or electronic correspondence from the receiving Party, whichever is sooner.

**1.6. “Documentation”** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.

**1.7. “Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) delivered as identified in an Order Form or an invoice issued by EagleView.

**1.8. “Image Capture”** means the photographic recording of the earth from an aerial vantage.

**1.9. “Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

**1.10. “Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

**1.11. “Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

**1.12. “Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

**1.13. “Refresh”** means the recurrence of image capture and corresponding recurring delivery to Customer of all Products and/or Services indicated on an Order Form at a frequency indicated on the Order Form, and until the expiration of the term of the Order Form.

## **2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)**

**2.1. Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer and its Authorized Users the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer and its Authorized Users under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

**2.2. Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

**2.2.1.** Customer and its Authorized Users shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

**2.2.2.** Customer and its Authorized Users will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create



derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s)' and/or Service(s)' technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

**2.2.3.** Customer and its Authorized Users will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

**2.2.4.** EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

**2.3. Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

**2.4. Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

### **3. PAYMENT**

**3.1. Fees.** Fees shall be identified in Order Forms, the first of which is annexed hereto as Exhibit "A" and made a part hereof by reference. For reference purposes, itemized pricing details is annexed hereto as "Exhibit "B". Customer shall pay the Fees within sixty (60) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

**3.2. Pricing Changes.** EagleView shall have the option to adjust the pricing for any Products and/or Services by providing notice to Customer no later than one hundred and eighty (180) days after the previous delivery of the Product and/or Service to be adjusted.

**3.3. Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer,



Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

#### 4. TERM AND TERMINATION

**4.1. Term.** The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will expire upon completion of the duration stated on the Order Form (“Term”). After expiration of the Term, Customer shall not have any access to content, Product(s) or Service(s).

**4.2. Termination.** Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days’ written notice to Customer. In the event of suspension due to Customer’s material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

**4.3. Termination for Convenience.** In the event Customer wishes to terminate the Agreement for any reason or to make changes to any product quantities outlined in the Order Form, Customer will have the authority to terminate the Agreement upon written notice to EagleView no later than one hundred twenty (120) days prior to the next scheduled date of image capture or amend the quantities of the Products and/or Services to be provided upon written notice to EagleView no later than thirty (30) days prior to the next scheduled date of image capture, with such modification subject to the mutual consent of the parties and effective through an Amendment executed by the parties.

**4.4. Effect of Termination on Fees: EagleView Breach.** In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

**4.5. Effect of Termination on Fees: Customer Breach.** In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

**4.6. Survival.** Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

#### 5. CONFIDENTIALITY

**5.1. Obligations.** Each Party will hold the other Party’s Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party’s Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

**5.2. Required Disclosure.** The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

#### 6. WARRANTIES



**6.1. Mutual Warranties.** Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

**6.2. EagleView Warranty.** EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

**6.3. Disclaimer.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

## 7. INDEMNIFICATION

**7.1. EagleView Indemnification.** EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

**7.2. Remedies.** In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

**7.3. Customer Indemnification.** Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

## 8. LIMITATION OF LIABILITY



**8.1. Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2. Limitation of Liability.** EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

## 9. GENERAL PROVISIONS

**9.1. Export Laws.** The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

**9.2. No Third-Party Beneficiaries.** Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

**9.3. Independent Contractors.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

**9.4. Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing 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.

**9.5. Security of Confidential Information.** Annexed hereto as Exhibit "C" and made a part hereof by reference are EagleView's assurances for securing Customer's Confidential Information.

**9.6. Security Assessment.** Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

**9.7. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

**9.8. Governing Law.** The Parties to this Agreement shall conform with all existing and applicable federal laws and state laws of Nebraska, as well as applicable rules and regulations. The Parties agree that Nebraska law will govern the terms and the performance under this Agreement. For purposes of this Agreement, EagleView consents to the personal jurisdiction and venue of the state and federal courts located in Nebraska, which shall have exclusive jurisdiction over the terms of this Agreement.

**9.9. Drug Policy.** The Parties certify that they maintain a drug free work place environment to ensure worker safety and workplace integrity and agree to provide a copy of their drug free workplace policy at any time upon the requests of the City.

**9.10. New Employee Work Eligibility Status.** EagleView is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**9.11. Nondiscrimination.** EagleView shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

**9.12. Equal Employment Opportunity Clause.** Annexed hereto as Exhibit "D" and made a part hereof by reference are the equal employment provisions of this contract. All reference in Exhibit "D" to "Contractor" shall mean "EagleView." Refusal by the EagleView to comply with any portion of this program as therein stated and described will subject the offending party to contract termination for cause.

**9.13. Severability & Waiver.** The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

**9.14. Notices.** Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website ([www.eagleview.com](http://www.eagleview.com)) or e-mailed to the Customer's Account administrator(s).

**9.15. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

**9.16. Entire Agreement.** This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or



modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

**Pictometry International Corp. dba EagleView**

**Customer**

By: Robert Locke  
Robert Locke (Dec 15, 2023 14:52 EST)

By: Michael Helgerson  
Michael Helgerson (Dec 15, 2023 13:59 CST)

Name: Robert Locke

Name: Michael Helgerson

Title: President

Title: Executive Director

Date: Dec 15, 2023

Date: Dec 15, 2023



**EXHIBIT A**

**ORDER FORM**

EFFECTIVE DATE (MONTH/DAY/YEAR): 12/15/2023

TERM (DURATION): Six years

<b>ORDER #</b>
LC-10004848

<b>BILL TO</b>
Metropolitan Area Planning Agency
Josh Corrigan, GIS Coordinator
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>SHIP TO</b>
Metropolitan Area Planning Agency
Josh Corrigan, GIS Coordinator
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>REFRESH FREQUENCY</b>
A1254144	Ryan Poots	Annual

MILLS COUNTY, IA				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
56	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 3-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$345.00	\$19,320.00
407	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 6in</li> <li>Refresh Frequency: 3-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$120.00	\$48,840.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional	\$1,650.00	\$1,650.00



		project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.		
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

<b>POTTAWATTAMIE COUNTY, IA</b>				
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>AMOUNT</b>
1002	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 3in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Start Year: 2024</li> </ul>	\$325.00	\$325,650.00
1002	EagleView Cloud - Imagery - Frequent Ortho	Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified. <ul style="list-style-type: none"> <li>• GSD: 3in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Start Year: 2025</li> </ul>	\$50.00	\$50,100
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
54000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the	\$0.40	\$21,600.00



		customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <ul style="list-style-type: none"> <li>Refresh Frequency: 2-Year Refresh</li> </ul>		
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

SARPY COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
279	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 1in</li> <li>Refresh Frequency: 4-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$540.00	\$150,660.00
279	EagleView Cloud - Imagery - Frequent Ortho	Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Four Band Upgrade: Yes</li> <li>Start Year: 2025</li> </ul>	\$70.00	\$19,530.00
279	EagleView Cloud - Imagery - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> </ul>	\$375.00	\$104,625.00



		<ul style="list-style-type: none"> <li>Refresh Frequency: 1-Year Refresh</li> <li>Certified Orthomosaic Upgrade: Yes</li> <li>Start Year: 2026</li> <li>End Year: 2026</li> </ul>		
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh (“Transferred Deliverables”). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

WASHINGTON COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
54	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 4-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$345.00	\$18,630.00
370	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season	\$120.00	\$44,400.00

		<p>subject to weather and airspace permissions. Services term commences on date of activation.</p> <ul style="list-style-type: none"> <li>• GSD: 6in</li> <li>• Refresh Frequency: 4-Year Refresh</li> <li>• Start Year: 2024</li> </ul>		
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh (“Transferred Deliverables”). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
13000	EagleView Cloud - Building Outlines	<p>Building outlines are created from the most-nadir single-frame orthogonal image in a specified, EagleView imagery source. EagleView delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All EagleView imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production.</p> <ul style="list-style-type: none"> <li>• First Imagery Refresh Only</li> </ul>	\$0.35	\$4,550.00
13000	EagleView Cloud - ChangeFinder	<p>Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <ul style="list-style-type: none"> <li>• Second Imagery Refresh through end of agreement</li> </ul>	\$0.40	\$5,200.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00



1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

DOUGLAS COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
372	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 1in</li> <li>• Refresh Frequency: 1-Year Refresh</li> <li>• Start Year: 2024</li> </ul>	\$540.00	\$200,880.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00



CASS COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
239	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$345.00	\$82,455.00
362	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 6in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$120.00	\$43,440.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
20780	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <ul style="list-style-type: none"> <li>Refresh Frequency: 2-Year Refresh</li> </ul>	\$0.40	\$8,312.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00

1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

LANCASTER COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
243	EagleView Cloud - Imagery - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Certified Orthomosaic Upgrade: Yes</li> <li>Start Year: 2024</li> </ul>	\$395.00	\$95,985.00
628	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$345.00	\$216,660.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
119000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if	\$0.40	\$47,600.00



		licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <ul style="list-style-type: none"> <li>Refresh Frequency: 2-Year Refresh</li> </ul>		
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

**FEES**

First Year - 2024

Due Net 60 from Date of Invoice after Delivery \$1,340,532.00

Second Year - 2025

Due Net 60 from Date of Invoice after Delivery \$282,060.00

Third Year - 2026

Due Net 60 from Date of Invoice after Delivery \$1,158,757.00

Fourth Year - 2027

Due Net 60 from Date of Invoice after Delivery \$350,220.00

Fifth Year - 2028

Due Net 60 from Date of Invoice after Delivery \$1,273,022.00

Sixth Year - 2029

Due Net 60 from Date of Invoice after Delivery \$282,060.00

**Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh 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, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables 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 this Order Form, is in possession of licensed products for which EagleView 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 EagleView.

**PRODUCT PARAMETERS**

**Disaster Response Program (“DRP”)**

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) 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.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

**Orthogonal Imagery Specifications:**

Flight Window	Mid-March to mid-April 2024, prior to onset of spring vegetation and after all snow cover has melted. In the event that the Vendor cannot acquire imagery for the entire project area within this flight window, MAPA Project Managers will need to approve any deviation from this schedule.
Image Quality	Clear and sharp in detail; Less than 5% cloud cover on any single photograph/image; No defects such as out-of-focus images; No inconsistencies in tone and density between adjacent orthos or sheets; Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.
Sun Angle	30 degrees or greater to avoid heavy shadows on the imagery. In downtown areas careful attention should be paid to time-of-day collection to avoid building shadows, typically between 11am-2pm is ideal.
Building Lean	An effort should be made to eliminate significant building lean across the entire project area. This will be especially necessary for taller buildings in and around the Downtown Omaha and Lincoln areas. The Vendor should provide technical documentation of how their products address this specification.

Projection/Coordinate System	<ul style="list-style-type: none"> <li>• Douglas and Sarpy County - Douglas-Sarpy LDP - NAD1983 (2011) NE International Feet (WKID to come)</li> <li>• Lancaster County - NAD 1983 Nebraska - Lancaster County (US Feet) (WKID 102705)</li> <li>• Nebraska areas (minus Douglas, Sarpy, and Lancaster County) - Nebraska State Plane NAD83 US Feet (WKID 26852)</li> <li>• Iowa area - Iowa Regional Coordinate System Zone 6, EPSG: 7062</li> </ul>
Ortho Tiling Grid	Ortho image tiles should follow a uniform grid size with each tile roughly the size of a land section (5280 x 5280 ft)
Ortho Tile Format	Ortho image tiles should be in a format as specified by each jurisdiction such as JPEG (with .jpw) or GEOTIFF; tile naming will be agreed upon during final scope of work discussions
Ortho Tile Naming	Ortho image tiles should be named using an agreed upon file naming convention. Tile names should include a unique location identifier.
Ortho Accuracy Standard	<p>Per Nov 2014 ASPRS Positional Accuracy Standards: 3" GSD ortho imagery will require a Horizontal Accuracy Class RMSE of 15.00 cm and be subject to the current ASPRS digital orthoimagery standard for Standard Mapping and GIS Work (reference <a href="http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf">http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf</a>)</p> <p>To be replaced by ASPRS Positional Accuracy Standard, 2nd Edition once this takes effect.</p> <p>* Douglas County will accept ortho imagery products that do not specifically meet ASPRS standards, but will be subject to the County's internal quality control measures and will require the contractor to provide a published standard of their ortho imagery product.</p>
No Data	Any area within a deliverable ortho image that has no imagery is to be assigned a "No Data" RGB value of 0,0,0 or 255,255,255. Only one of these RGB values is to be used across all project tiles.

### Oblique Imagery Specifications:

Flight Window	Mid-March to mid-April 2024, prior to onset of spring vegetation and after all snow cover has melted. In the event that the Vendor cannot acquire imagery for the entire project area within this flight window, MAPA Project Managers will need to approve any deviation from this schedule.
Image Quality	Clear and sharp in detail; Less than 5% cloud cover on any single photograph/image; No defects such as out-of-focus images; No inconsistencies in tone and density between adjacent images; Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.
Sun Angle	30 degrees or greater to avoid heavy shadows on the imagery. In downtown areas careful attention should be paid to time-of-day collection to avoid building shadows, typically between 11am-2pm is ideal.
Projection/Coordinate System	<ul style="list-style-type: none"> <li>• Douglas and Sarpy County - Douglas-Sarpy LDP - NAD1983 (2011) NE International Feet (WKID to come)</li> <li>• Lancaster County - NAD 1983 Nebraska - Lancaster County (US Feet) (WKID 102705)</li> <li>• Nebraska areas (minus Douglas, Sarpy, and Lancaster County) -Nebraska State Plane NAD83 US Feet (WKID 26852)</li> <li>• Iowa area - Iowa Regional Coordinate System Zone 6, EPSG: 7062</li> </ul>



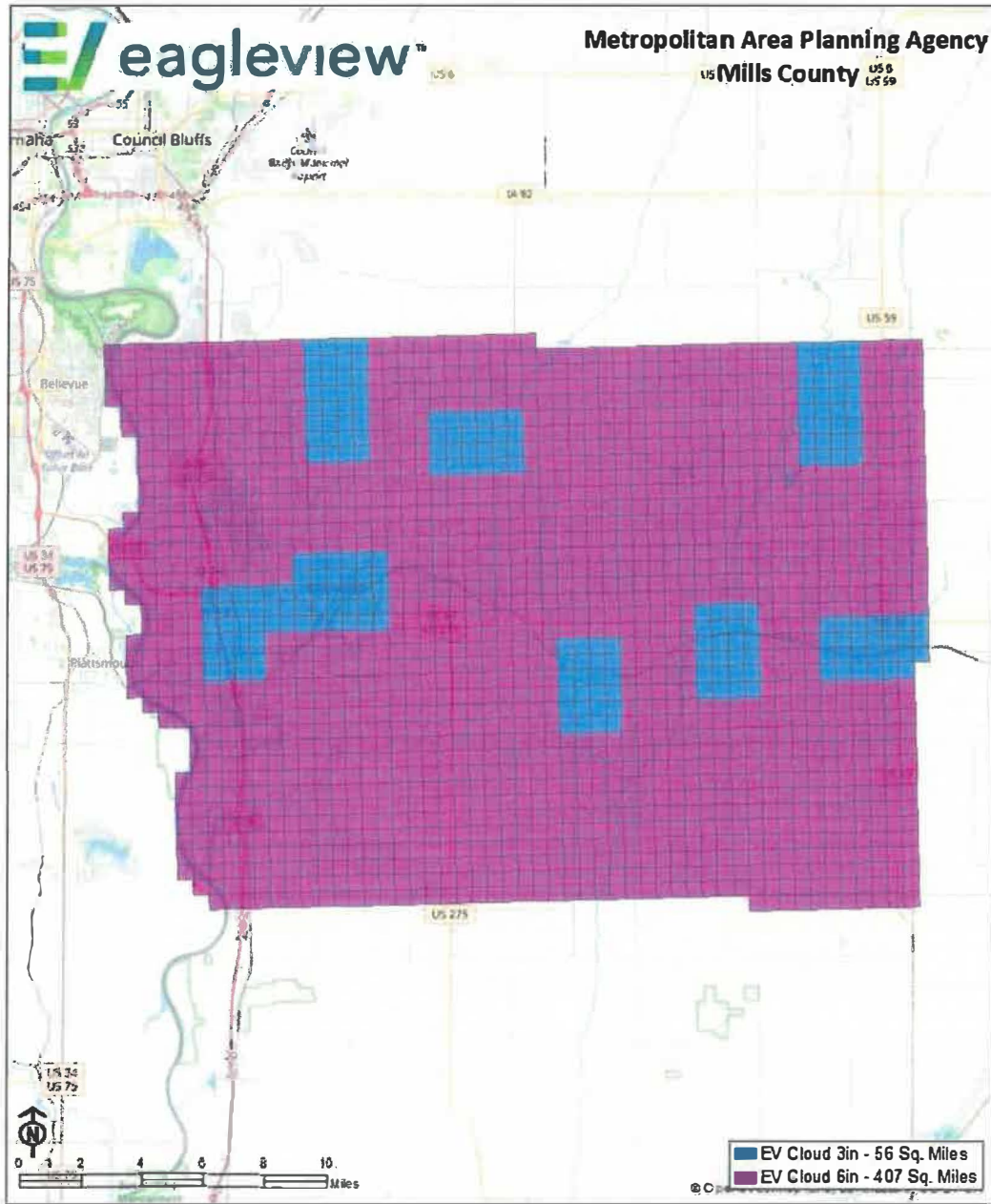
### **Transferred Deliverables**

Customer shall own the offline copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Agreement (the “Transferred Deliverables”). Customer is free to use and reproduce copies of the Transferred Deliverables in any manner and share with its Authorized Users, as identified herein this Order Form without any accounting to EagleView. EagleView shall own all copies of the Transferred Deliverables, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView’s possession. EagleView is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Customer. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the Transferred Deliverables remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Agreement remain the sole and exclusive property of EagleView and are subject to the provisions of Section 2 of the Agreement.

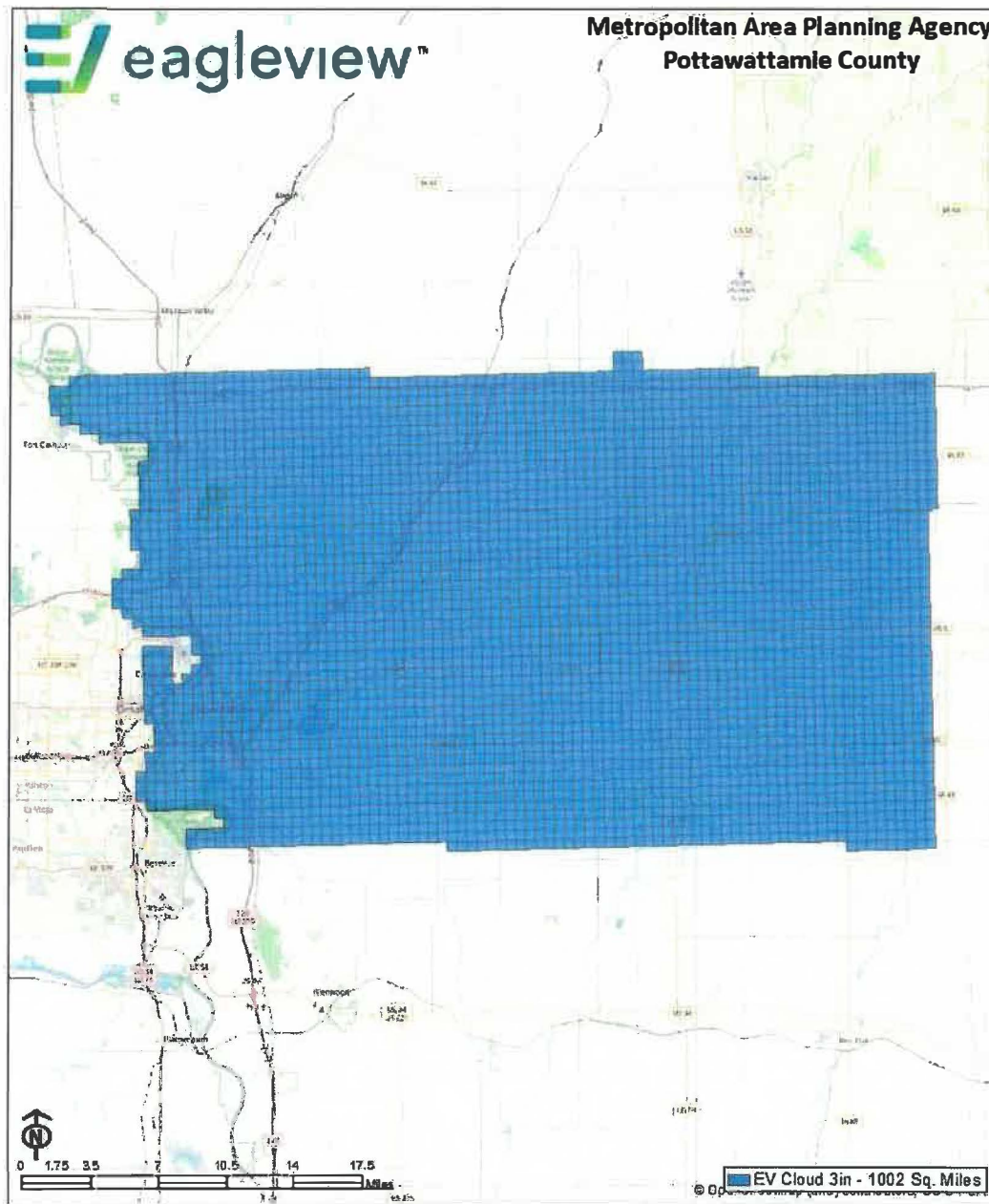
### **Participating Counties**

The following entities and their official representatives shall be Authorized Users, and are bound by the terms of this Agreement: Omaha-Council Bluffs Metropolitan Area Planning Agency, Mills County, IA, Pottawattamie County, IA, Sarpy County, NE, Washington County, NE, Douglas County, NE, Cass County, NE, and Lancaster County, NE.

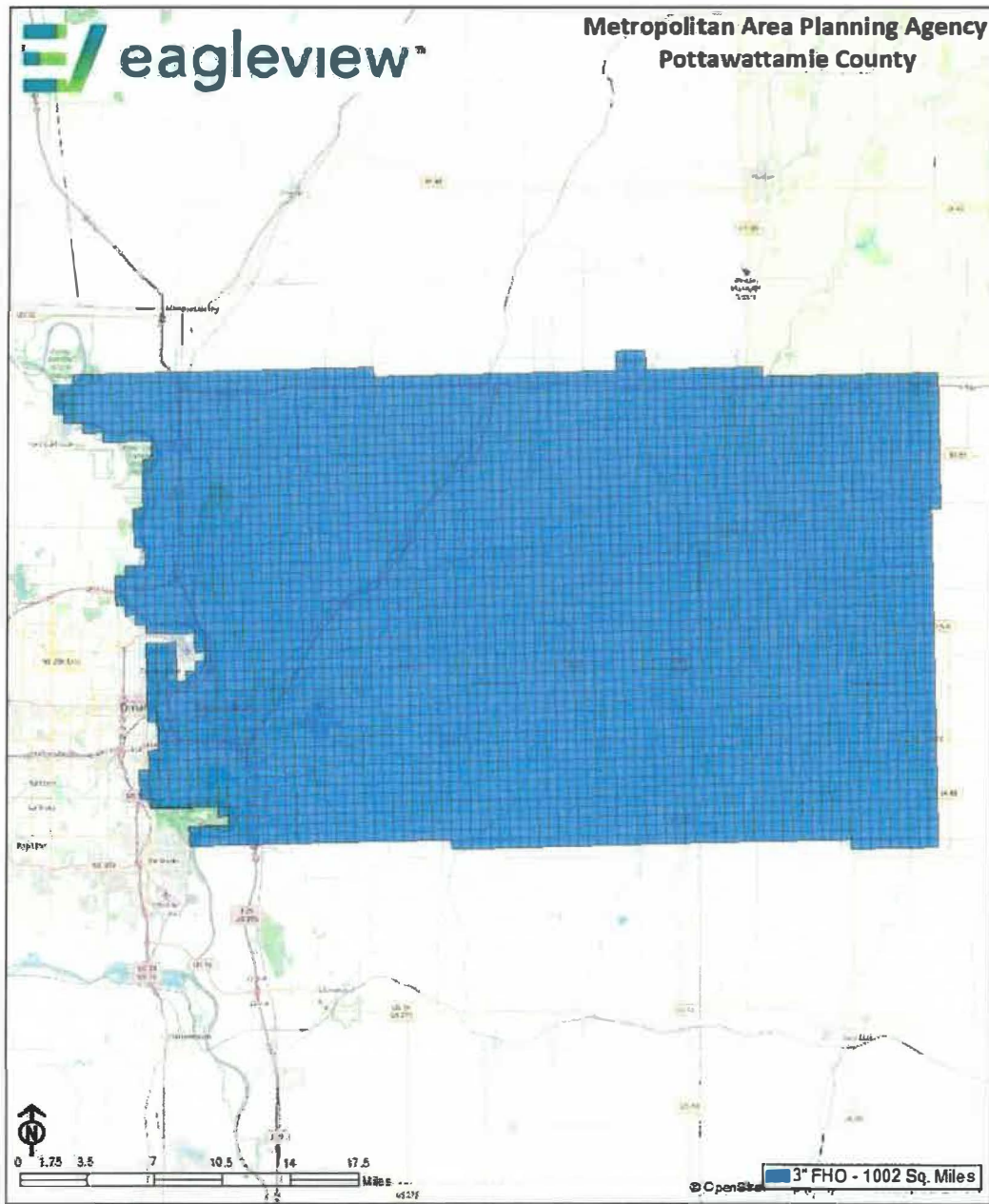
AOI(S)



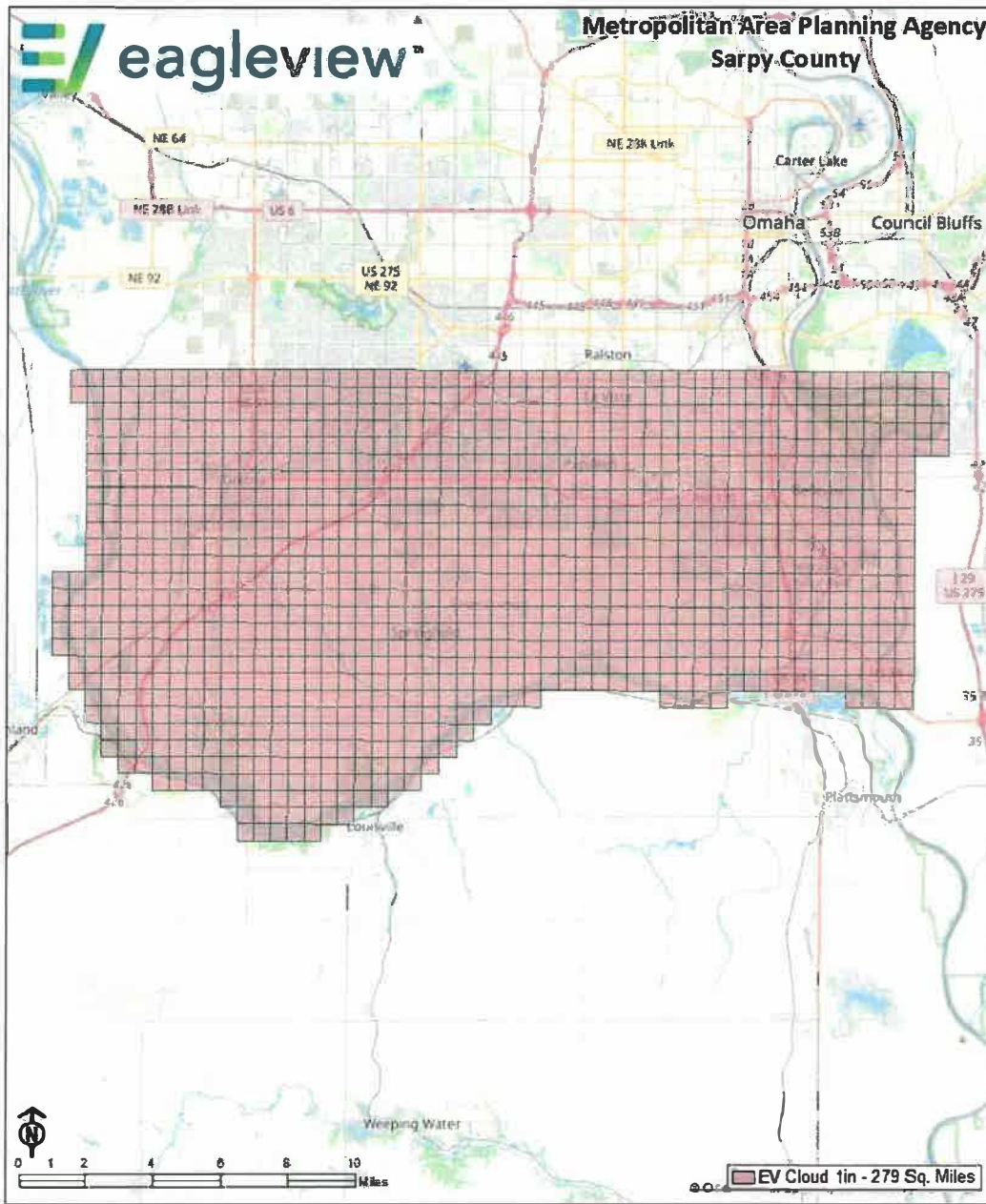
Contains information from OpenStreetMap, which is made available here under the Open Database License (ODBL). [openstreetmap.org/copyright](https://openstreetmap.org/copyright)

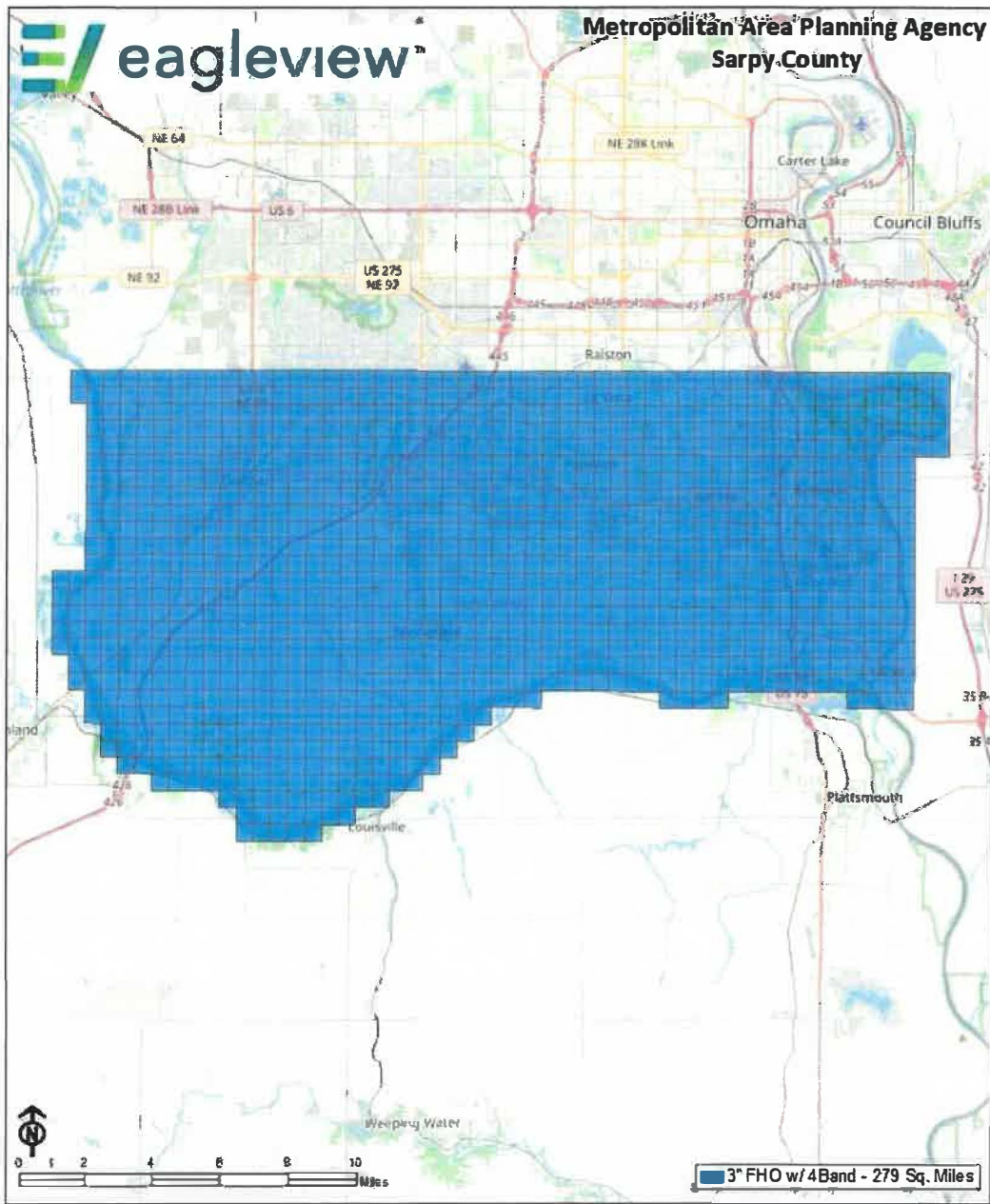


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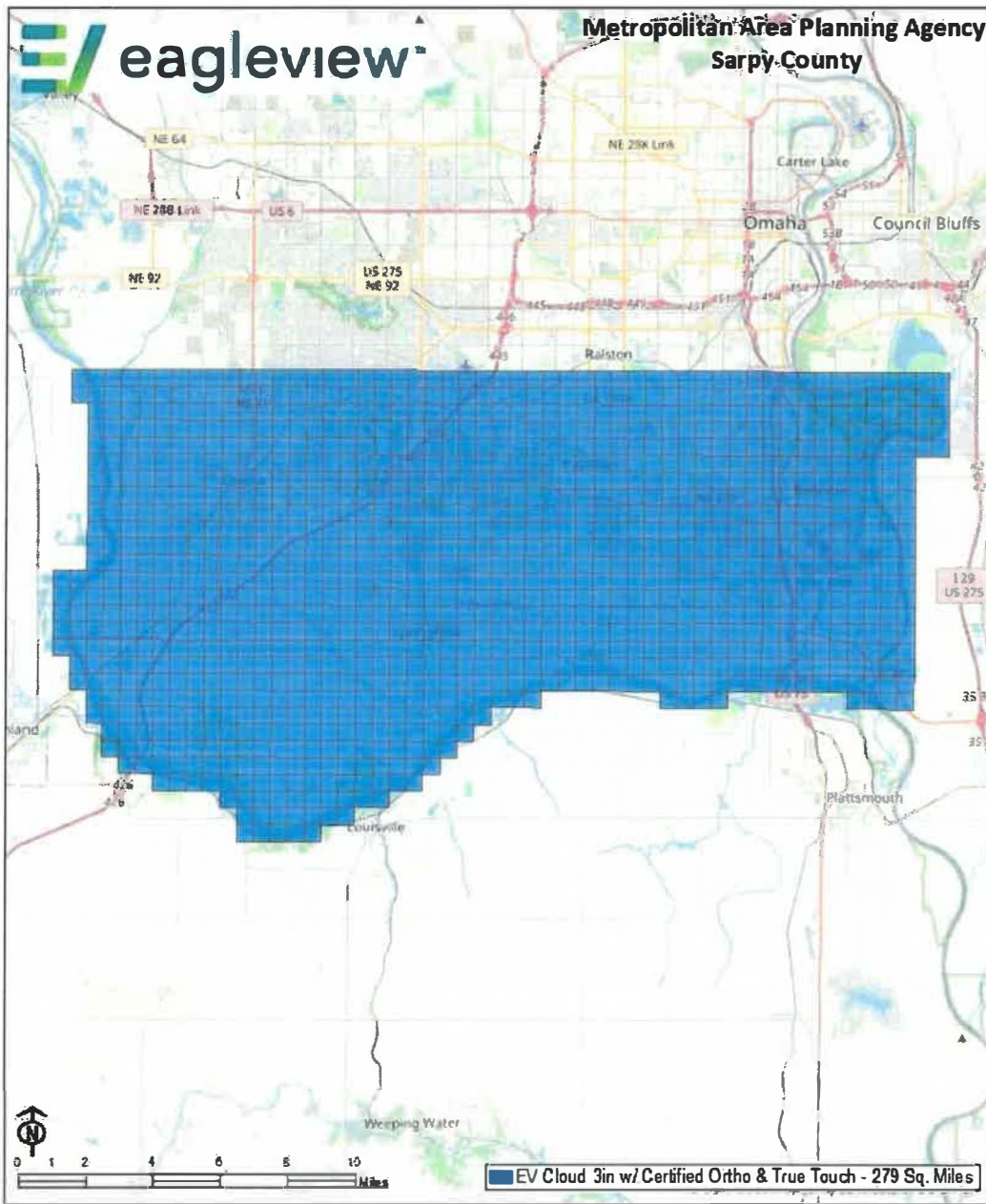
Contains information from OpenStreetMap, which is made available here under the Open Database License (ODBL), [openstreetmap.org/copyright](https://openstreetmap.org/copyright)



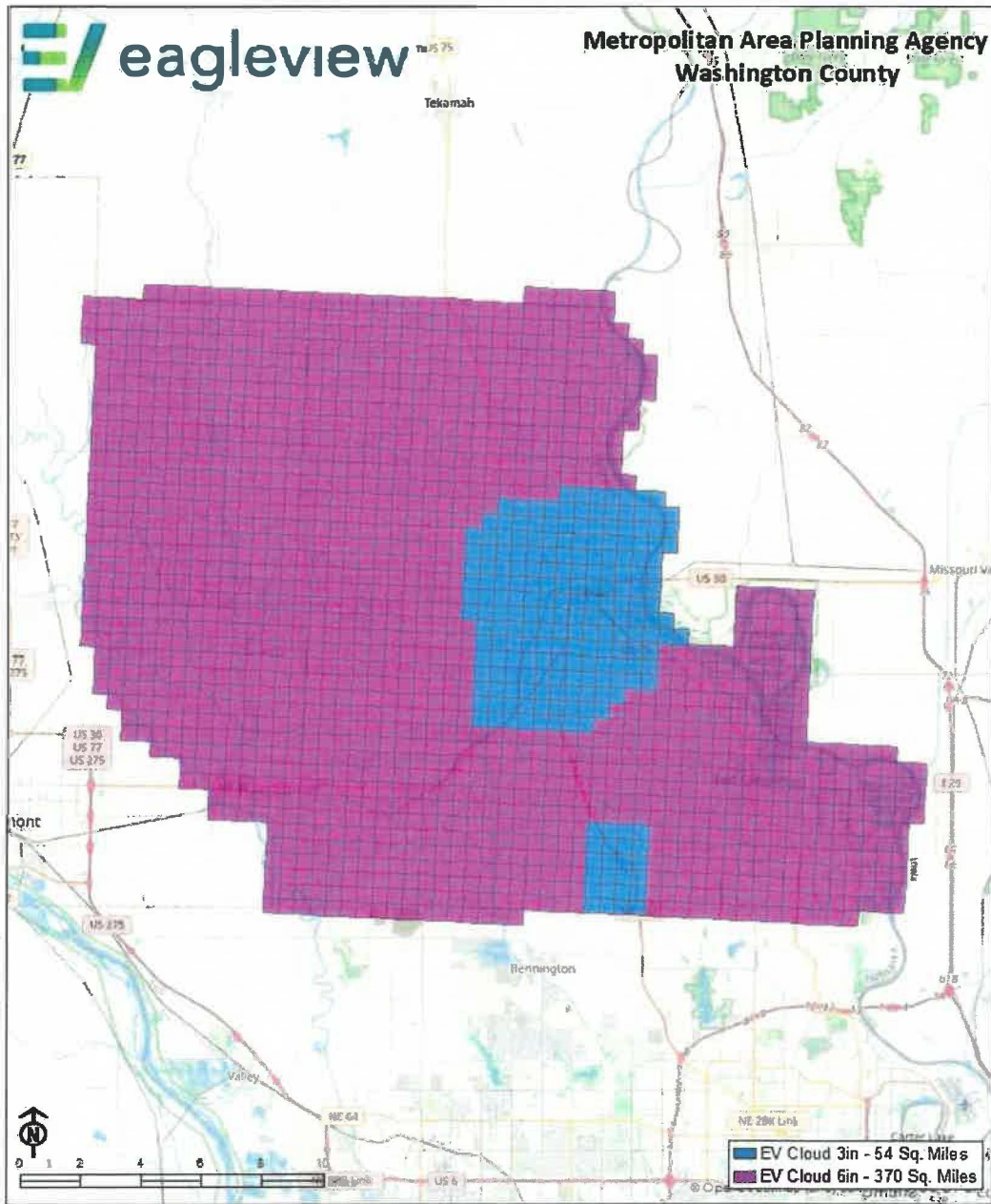


Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL), [openstreetmap.org/copyright](https://openstreetmap.org/copyright)

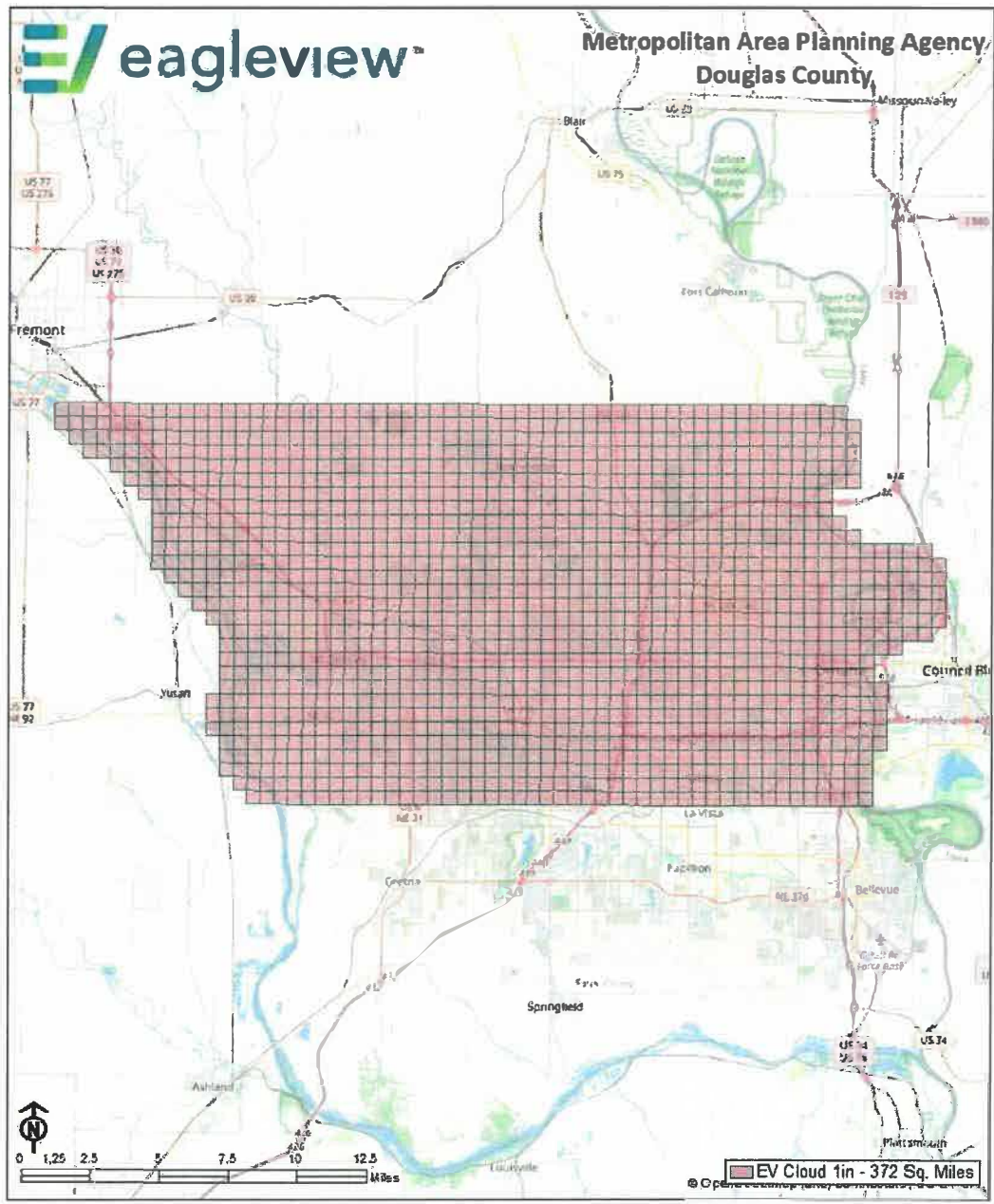


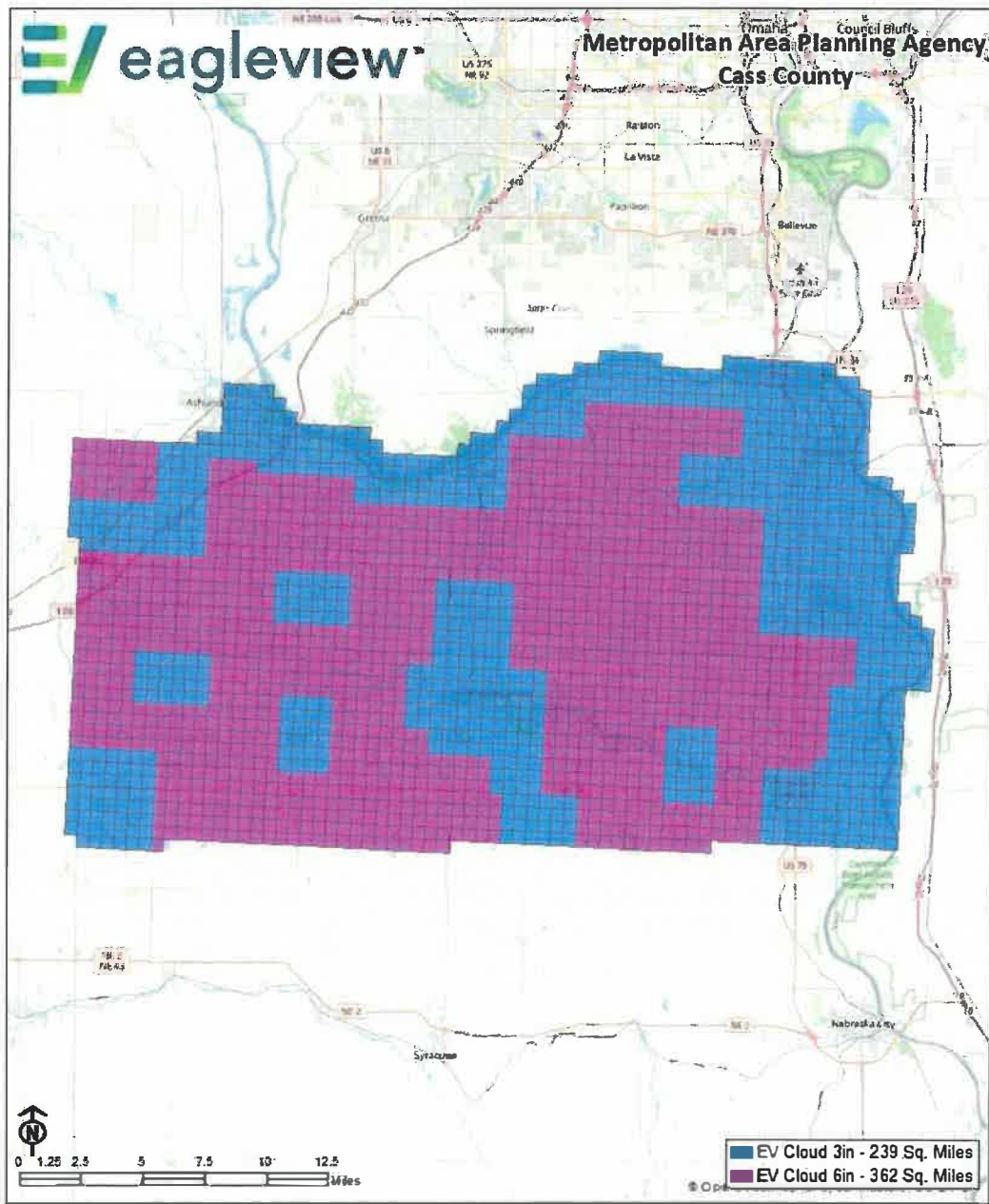


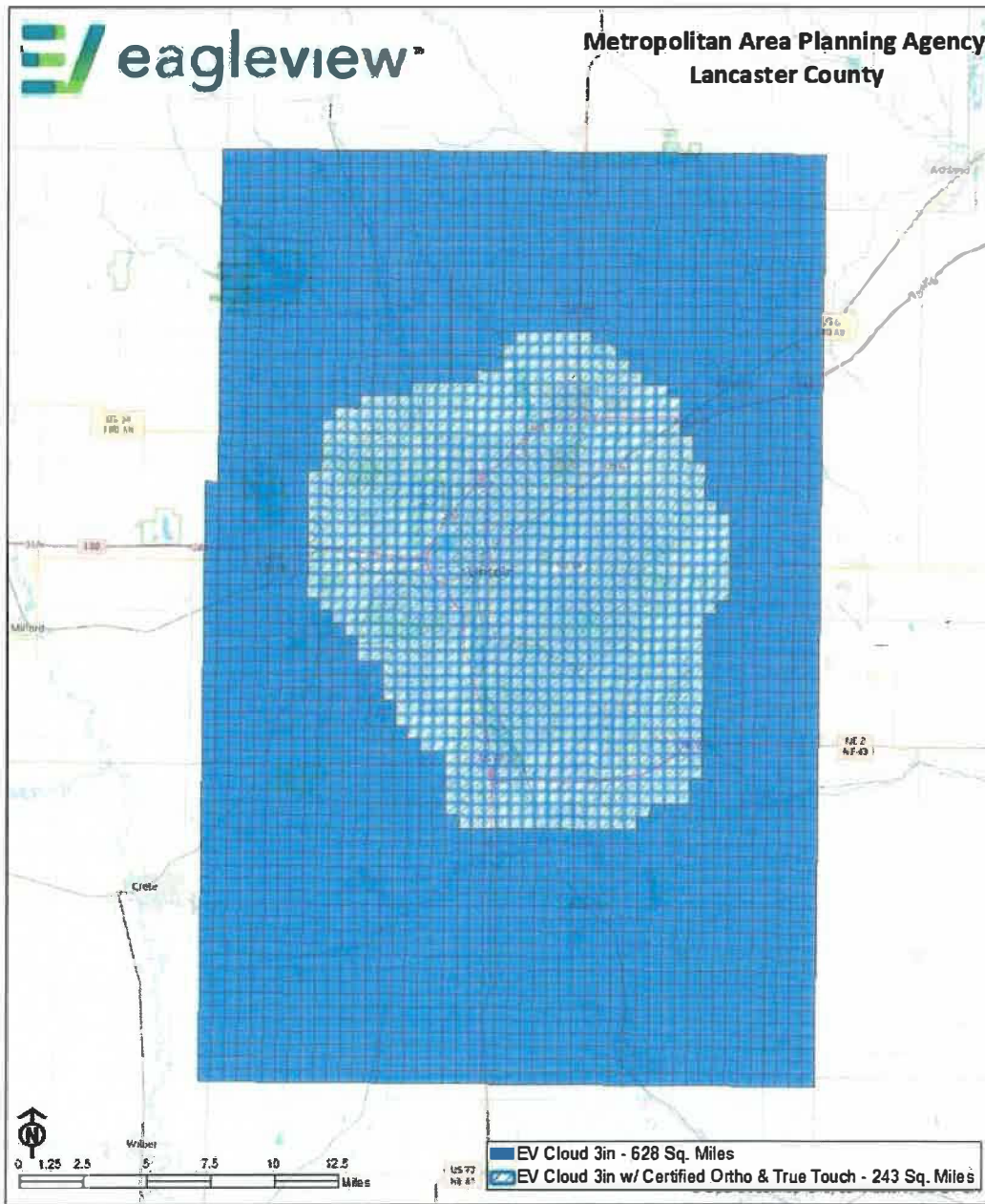
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[Signature page follows]

This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.



**Pictometry International Corp. dba EagleView**

By: Robert Locke  
Robert Locke (Dec 15, 2023 1:05:52 EST)

Name: Robert Locke

Title: President

Date: Dec 15, 2023

**Customer**

By: Michael Helgerson  
Michael Helgerson (Dec 15, 2023 1:35:03 CST)

Name: Michael Helgerson

Title: Executive Director

Date: Dec 15, 2023



**ORDER FORM**

EFFECTIVE DATE (MONTH/DAY/YEAR): 12/15/2023

TERM (DURATION): Six years

<b>ORDER #</b>
LC-10004848

<b>BILL TO</b>
Metropolitan Area Planning Agency
Josh Corrigan
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>SHIP TO</b>
Metropolitan Area Planning Agency
Josh Corrigan
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>REFRESH FREQUENCY</b>
A1254144	Ryan Poots	Annual

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
302	EagleView Cloud - Imagery - Additional Ortho	Provides entitlement to additional ortho only imagery refreshes at the GSD and frequency specified. <ul style="list-style-type: none"> <li>GSD: 6 in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$75.00	\$22,650.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00

**FEES**

First Year – 2024  
Due Net 60 from Date of Invoice after Delivery \$22,650.00

Third Year – 2026  
Due Net 60 from Date of Invoice after Delivery \$22,650.00

Fifth Year – 2028  
Due Net 60 from Date of Invoice after Delivery \$22,650.00

**Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh 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, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables 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 this Order Form, is in possession of licensed products for which EagleView 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 EagleView.

**PRODUCT PARAMETERS**

**Disaster Response Program (“DRP”)**

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) 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.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

**Transferred Deliverables**

Customer shall own the offline copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Agreement (the “Transferred Deliverables”). Customer is free to use and reproduce copies of the Transferred Deliverables in any manner without any accounting to EagleView. EagleView shall own all copies of the Transferred Deliverables, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView’s possession. EagleView is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Customer. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the Transferred Deliverables remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Agreement remain the sole and exclusive property of EagleView and are subject to the provisions of Section 2 of the Agreement.

**Orthogonal Imagery Specifications:**

Flight Window	Mid-March to mid-April 2024, prior to onset of spring vegetation and after all snow cover has melted. In the event that the Vendor cannot acquire imagery for the entire project area within this flight window, MAPA Project Managers will need to approve any deviation from this schedule.
Image Quality	Clear and sharp in detail; Less than 5% cloud cover on any single photograph/image; No defects such as out-of-focus images; No inconsistencies in tone and density between adjacent orthos or sheets; Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.

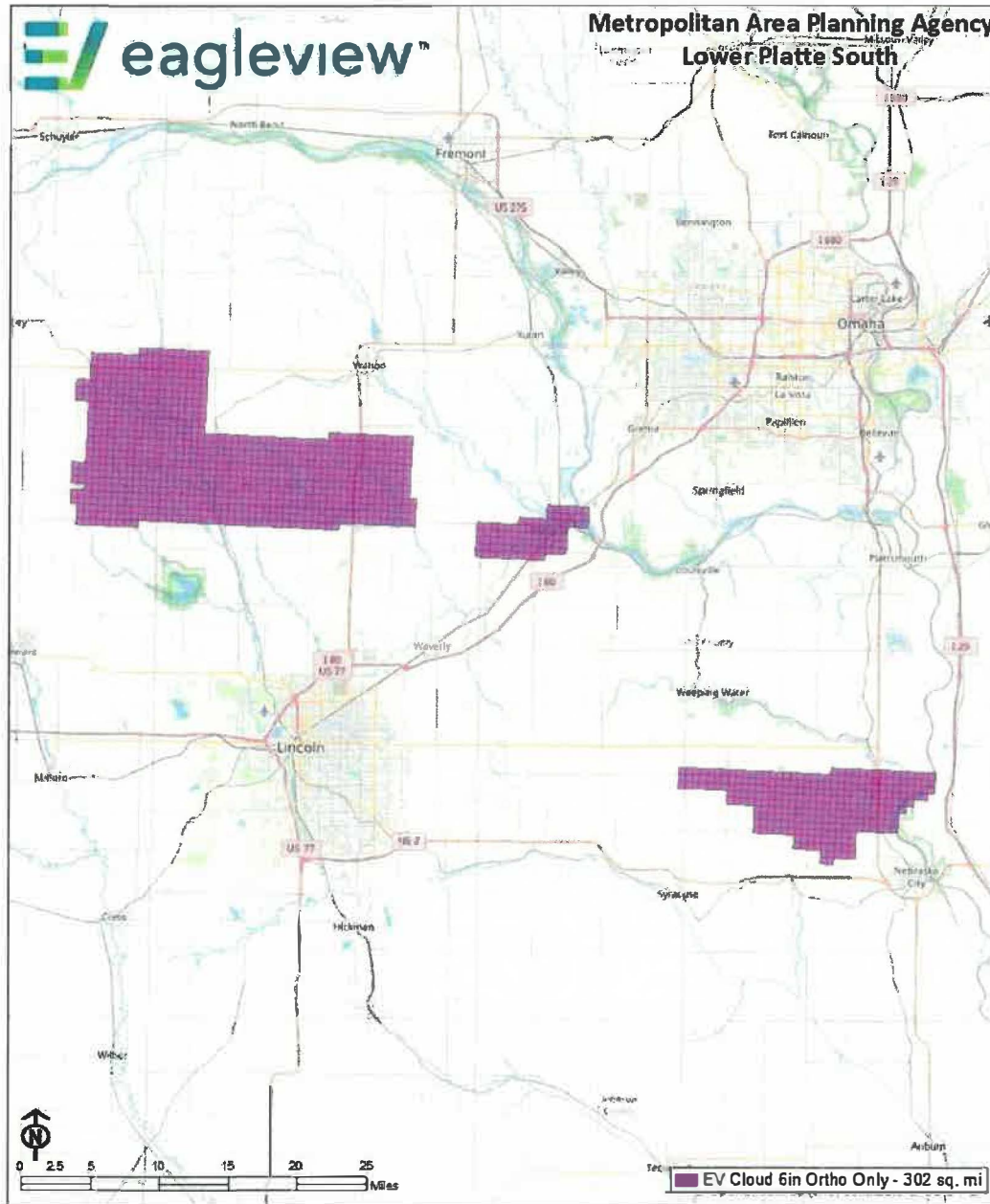


Sun Angle	30 degrees or greater to avoid heavy shadows on the imagery. In downtown areas careful attention should be paid to time-of-day collection to avoid building shadows, typically between 11am-2pm is ideal.
Building Lean	An effort should be made to eliminate significant building lean across the entire project area. This will be especially necessary for taller buildings in and around the Downtown Omaha and Lincoln areas. The Vendor should provide technical documentation of how their products address this specification.
Projection/Coordinate System	<ul style="list-style-type: none"> <li>• Douglas and Sarpy County - Douglas-Sarpy LDP - NAD1983 (2011) NE International Feet (WKID to come)</li> <li>• Lancaster County - NAD 1983 Nebraska - Lancaster County (US Feet) (WKID 102705)</li> <li>• Nebraska areas (minus Douglas, Sarpy, and Lancaster County) - Nebraska State Plane NAD83 US Feet (WKID 26852)</li> <li>• Iowa area - Iowa Regional Coordinate System Zone 6, EPSG: 7062</li> </ul>
Ortho Tiling Grid	Ortho image tiles should follow a uniform grid size with each tile roughly the size of a land section (5280 x 5280 ft)
Ortho Tile Format	Ortho image tiles should be in a format as specified by each jurisdiction such as JPEG (with .jpw) or GEOTIFF; tile naming will be agreed upon during final scope of work discussions
Ortho Tile Naming	Ortho image tiles should be named using an agreed upon file naming convention. Tile names should include a unique location identifier.
Ortho Accuracy Standard	<p>Per Nov 2014 ASPRS Positional Accuracy Standards: 3" GSD ortho imagery will require a Horizontal Accuracy Class RMSE of 15.00 cm and be subject to the current ASPRS digital orthoimagery standard for Standard Mapping and GIS Work (reference <a href="http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf">http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf</a>)</p> <p>To be replaced by ASPRS Positional Accuracy Standard, 2nd Edition once this takes effect.</p> <p>* Douglas County will accept ortho imagery products that do not specifically meet ASPRS standards, but will be subject to the County's internal quality control measures and will require the contractor to provide a published standard of their ortho imagery product.</p>
No Data	Any area within a deliverable ortho image that has no imagery is to be assigned a "No Data" RGB value of 0,0,0 or 255,255,255. Only one of these RGB values is to be used across all project tiles.

**Participating Counties**

The following entities and their official representatives shall be Authorized Users, and are bound by the terms of this Agreement: Omaha-Council Bluffs Metropolitan Area Planning Agency and Lower Platte South Natural Resources District, NE.

AOI(S)



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[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

By: Robert Locke  
Robert Locke (Dec 15, 2023 16:52 EST)

Name: Robert Locke

Title: President

Date: Dec 15, 2023

Customer

By: Michael Helgerson  
Michael Helgerson (Dec 15, 2023 13:50 CST)

Name: Michael Helgerson

Title: Executive Director

Date: Dec 15, 2023



**Item Price List**

Imagery Products (per square mile)	Unit Costs	
	Single Flight or Biennial Flights	Annual Flight
1" Standard Ortho/Oblique	\$ 600.00	\$ 540.00
3" Standard Ortho/Oblique	\$ 345.00	\$ 325.00
6" Standard Ortho/Oblique	\$ 120.00	\$ 120.00
3" Certified Ortho/Oblique	\$ 395.00	\$ 375.00
6" Certified Ortho/Oblique	\$ 160.00	\$ 160.00
3" Certified Ortho Only	\$ 200.00	\$ 200.00
6" Certified Ortho Only	\$ 75.00	\$ 75.00
3" Standard Frequent Ortho (3 Band)*	\$ 50.00	\$ 50.00
3" Standard Frequent Ortho (4 Band)*	\$ 70.00	\$ 70.00

\*Frequent ortho is flown at a higher altitude (13,000') than our standard products. This product is intended as a supplemental capture in addition to or in between regular flight captures.

Software and Derivative Products	Unit Costs	
Building Out lines	\$ 0.35	
Change Analysis	\$ 0.40	
BOC and CD	\$ 0.75	
3D Mesh (3" GSD)	\$ 250.00	per square mile
3D Mesh (1" GSD)	\$ 3,500.00	per square mile
Connect Software	\$ 1,650.00	annual per user
Connect View API	\$ 0	included
Connect ImageService	\$ 0	included
Disaster Response Program	\$ 0	included

**Yearly Deliverables**

2024 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1" Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	1" Standard Annual	279	\$ 150,660							\$ 1,650	\$ 152,310.00
Pottawattamie (Annual)	3" Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3" Certified Single	243	\$ 95,985	3" Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3" Standard Single	239	\$ 82,455	6" Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)	3" Standard Single	56	\$ 19,320	6" Standard Single	407	\$ 48,840				\$ 1,650	\$ 69,810.00
Washington (Quadriennial)	3" Standard Single	54	\$ 18,630	6" Standard Single	370	\$ 44,400	Building Outlines	13,000	\$ 4,550	\$ 1,650	\$ 69,230.00
<b>2024 Deliverables Sub-Total Cost:</b>											<b>\$ 1,340,532</b>
Lower Platte South NRD (Biennial)	6" Cert. Ortho Single	302	\$ 22,650								\$ 22,650
<b>2024 Deliverables Total Cost:</b>											<b>\$ 1,363,182</b>

2025 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1" Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3" Ortho 4-band Single	279	\$ 19,530							\$ 1,650	\$ 21,180.00
Pottawattamie (Annual)	3" Ortho 3-band Single	1,002	\$ 50,100							\$ 1,650	\$ 51,750.00
Lancaster (Biennial)										\$ 1,650	\$ 1,650.00
Cass (Biennial)										\$ 1,650	\$ 1,650.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00
<b>2025 Deliverables Total Cost:</b>											<b>\$ 282,060</b>

2026 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3 <sup>rd</sup> Certified Annual	279	\$ 104,625							\$ 1,650	\$ 106,275.00
Pottawattamie (Annual)	3 <sup>rd</sup> Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3 <sup>rd</sup> Certified Single	243	\$ 95,985	3 <sup>rd</sup> Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3 <sup>rd</sup> Standard Single	239	\$ 82,455	6 <sup>th</sup> Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00
<b>2026 Deliverables Sub-Total Cost:</b>											<b>\$ 1,158,757</b>
Lower Platte South NRD (Biennial)	6 <sup>th</sup> Cert. Ortho Single	302	\$ 22,650								\$ 22,650
<b>2026 Deliverables Total Cost:</b>											<b>\$ 1,181,407</b>
2027 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3 <sup>rd</sup> Ortho 4-band Single	279	\$ 19,530							\$ 1,650	\$ 21,180.00
Pottawattamie (Annual)	3 <sup>rd</sup> Ortho 3-band Single	1,002	\$ 50,100							\$ 1,650	\$ 51,750.00
Lancaster (Biennial)										\$ 1,650	\$ 1,650.00
Cass (Biennial)										\$ 1,650	\$ 1,650.00
Mills (Triennial)	3 <sup>rd</sup> Standard Single	56	\$ 19,320	6 <sup>th</sup> Standard Single	407	\$ 48,840				\$ 1,650	\$ 69,810.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00
<b>2027 Deliverables Total Cost:</b>											<b>\$ 350,220</b>
2028 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	1 <sup>st</sup> Standard Annual	279	\$ 150,660							\$ 1,650	\$ 152,310.00
Pottawattamie (Annual)	3 <sup>rd</sup> Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3 <sup>rd</sup> Certified Single	243	\$ 95,985	3 <sup>rd</sup> Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3 <sup>rd</sup> Standard Single	239	\$ 82,455	6 <sup>th</sup> Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)	3 <sup>rd</sup> Standard Single	54	\$ 18,630	6 <sup>th</sup> Standard Single	370	\$ 44,400	Change Analysis	13,000	\$ 5,200	\$ 1,650	\$ 69,880.00
<b>2028 Deliverables Sub-Total Cost:</b>											<b>\$ 1,273,022</b>
Lower Platte South NRD (Biennial)	6 <sup>th</sup> Cert. Ortho Single	302	\$ 22,650								\$ 22,650
<b>2028 Deliverables Total Cost:</b>											<b>\$ 1,295,672</b>
2029 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3 <sup>rd</sup> Ortho 4-band Single	279	\$ 19,530							\$ 1,650	\$ 21,180.00
Pottawattamie (Annual)	3 <sup>rd</sup> Ortho 3-band Single	1,002	\$ 50,100							\$ 1,650	\$ 51,750.00
Lancaster (Biennial)										\$ 1,650	\$ 1,650.00
Cass (Biennial)										\$ 1,650	\$ 1,650.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00
<b>2029 Deliverables Total Cost:</b>											<b>\$ 282,060</b>
<b>2024 - 2029 Agreement Total Cost:</b>											<b>\$ 4,754,601</b>

## EXHIBIT C

### SECURITY

#### 1. Definitions.

- 1.1 “**Critical Issue**” means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 “**Security Incident**” means any (a) access to Customer’s Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView’s services or to Customer.
- 1.3 “**Standards Body**” means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 “**Subcontractor**” means a subcontractor of EagleView.

#### 2. Payment Card Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer’s reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

#### 3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions (“U.S.”) without notice to Customer, and will cooperate with Customer’s security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.
- 3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.

**4. Penetration Testing.**

4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

**5. Information Security Program.** Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
- 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
- 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
- 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

**6. Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.

**7. Security Incident Process.** EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.

- 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
- 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.

**8. Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer



information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

9. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
10. **Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.



## EXHIBIT D

## Equal Employment Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, age, disability or national origin. The contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, national origin, age, or disability.

3. The contractor shall send to each representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor shall furnish to the human rights and relations director all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, including the information required by sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.

5. The contractor shall take such actions with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation as the result of such directions by the city, the city will enter into such litigation as is necessary to protect the interests of the city and to effectuate the provisions of this division; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.

7. The contractor shall include the provisions of paragraphs (1) through (7) of this section, "Equal employment opportunity clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.











# NE Metropolitan Area Planning Agency\_EV Cloud Master Services Agreement\_12-12-23

Final Audit Report

2023-12-15

Created:	2023-12-15
By:	MAPA User (administrator@mapacog.org)
Status:	Signed
Transaction ID:	WSGtw6UXKZyFY6o59wPc7myFspi

## "NE Metropolitan Area Planning Agency\_EV Cloud Master Services Agreement\_12-12-23" History

-  Document created by MAPA User (administrator@mapacog.org)  
2023-12-15 - 7:36:36 PM GMT- IP address: 64.253.184.146
-  Document emailed to mhelgerson@mapacog.org for signature  
2023-12-15 - 7:44:31 PM GMT
-  Email viewed by mhelgerson@mapacog.org  
2023-12-15 - 7:45:58 PM GMT- IP address: 67.3.147.106
-  Signer mhelgerson@mapacog.org entered name at signing as Michael Helgerson  
2023-12-15 - 7:50:00 PM GMT- IP address: 67.3.147.106
-  Document e-signed by Michael Helgerson (mhelgerson@mapacog.org)  
Signature Date: 2023-12-15 - 7:50:02 PM GMT - Time Source: server- IP address: 67.3.147.106
-  Document emailed to robert.locke@eagleview.com for signature  
2023-12-15 - 7:50:04 PM GMT
-  Email viewed by robert.locke@eagleview.com  
2023-12-15 - 7:52:02 PM GMT- IP address: 104.47.59.254
-  Signer robert.locke@eagleview.com entered name at signing as Robert Locke  
2023-12-15 - 7:52:46 PM GMT- IP address: 204.90.84.10
-  Document e-signed by Robert Locke (robert.locke@eagleview.com)  
Signature Date: 2023-12-15 - 7:52:48 PM GMT - Time Source: server- IP address: 204.90.84.10
-  Agreement completed.  
2023-12-15 - 7:52:48 PM GMT