

Genesee County Pictometry and Orthoimagery Project Intergovernmental Agreement

1.0 INTRODUCTION

The Genesee County Pictometry and Orthoimagery Project is a coordinated effort to acquire both oblique and orthogonal high-resolution digital aerial imagery for the entire County of Genesee on a biennial basis starting in spring 2006. This project includes the use of Geographic Information System (GIS) technology to enable users to see multiple views of every square foot in their jurisdiction with the ability to find, view, analyze, and measure any structure, intersection, alley, property, or other feature. Genesee County, Michigan is leading this partnership in cooperation with multiple county agencies, cities, townships, and government entities to provide current aerial photography and GIS technology throughout the County.

1.1 Objective

This agreement between Genesee County and (**partnering organization**), a partnering organization, defines the Project rights and responsibilities, including identification of project deliverables, authorized usage, cost sharing, and the general implementation schedule associated with the project.

1.2 Definitions

- 1.2.1 Partnering Organization – is a City, Township, County Department, or other government entity that enters into a cost share or intergovernmental agreement with Genesee County to help fund, support, and develop the Pictometry and Orthoimagery Project.
- 1.2.2 Outside Agent – is any government entity, public institution, private vendor, consulting firm, not-for-profit organization, or any other outside organization or person not in a partnering organization.
- 1.2.3 Project Representative – is the designated employee or legal representative of a partnering organization who will act as the main point of contact for all Project administrative communications with Genesee County. The project representative should be someone who can make or influence administrative and financial decisions in their organization.
- 1.2.4 Technical Representative – is the designated employee or legal representative of a partnering organization who will assist on all technical matters related to the setup, training, and support of the Pictometry and Orthoimagery Project for their organization.
- 1.2.5 Authorized User – is an employee or legal representative of a partnering organization who uses the Pictometry application software along with its associated imagery on or through authorized workstations for the use of the partnering organization.
- 1.2.6 Authorized Workstation – is a computer or computer network owned and operated by a partnering organization.
- 1.2.7 Geographic Information System (GIS) – is a computer-based informational unit or network used to map and analyze digital representations of geographic features or events within the County of Genesee.

2.0 PROJECT DELIVERABLES

2.1 Products

The partnering organization will be entitled to the following products as part of Genesee County's Pictometry and Orthoimagery Project:

- 2.1.1 Orthophotos – means true-color, high-resolution, ortho-rectified, digital aerial imagery taken from an orthogonal (straight-down) perspective, certified to meet a minimum horizontal accuracy of +/-6.66 feet (1"=200' scale). This imagery will cover the ground surface representing the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in an uncompressed TIFF format, represented in the RGB natural color spectrum with a dynamic range of 24 bits with a 6 inch or 12 inch pixel (picture element) resolution. The intention of this project is to update this product on a biennial basis.
- 2.1.2 Oblique imagery – means true-color, high-resolution, ortho-rectified, digital imagery taken from an oblique (angled) perspective. This imagery will include multiple views of the various features located within the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in an uncompressed JPEG format, represented in the RGB natural color spectrum with a dynamic range of 24 bits. This imagery is categorized either as neighborhood or community level imagery, which means it has a 6 inch or 12 inch pixel resolution respectively. The intention of this project is to update this product on a biennial basis.
- 2.1.3 Electronic Field Study (EFS) software – means Pictometry's proprietary computer desktop visualization tool that allows its users to view aerial imagery and measure distances, heights, perimeters, lengths, widths, and the area of objects within that imagery. This software also offers GIS data integration and search capabilities. The intention of this project is to update this product as required.
- 2.1.4 Genesee County's Parcel base map layer – means the GIS compatible digital representation of the partnering organization's tax parcels, which includes parcel identification numbers, property addresses, lot classifications, school districts, and parcel area. This data will be provided by the Genesee County Equalization Department and updated on an annual basis.

2.2 Services

The partnering organization will be entitled to the following services as part of Genesee County's Pictometry and Orthoimagery Project:

- 2.2.1 Project Management - The Genesee County GIS Department will be responsible for overall project management and coordination of the Pictometry and Orthoimagery Project, and will provide the partnering organization with the software, digital imagery, and associated GIS datasets listed in section 2.1 of this agreement.
- 2.2.2 Technical Support - The Genesee County GIS Department will assist one technical representative from the partnering organization with the initial

application setup and provide ongoing technical assistance reasonably as needed. It will be the responsibility of the technical representative to further disseminate the application throughout their organization.

2.2.3 Training – The Genesee County GIS Department will provide one technical representative from the partnering organization training on the Pictometry application once the initial setup is complete. It will be the responsibility of that technical representative to further disseminate training among additional users in their organization.

2.2.4 Web Services – Genesee County will provide an optional web-based application across a secure internet site that will offer essentially the same functionality and information as the Pictometry's desktop EFS version. This option is meant to assist those partnering organizations that do not have a comprehensive computer network with ample storage space to house and distribute the digital imagery or data.

3.0 AUTHORIZED USAGE

3.1 Pictometry Products

The installation and use of the EFS software and the oblique imagery is governed by a license agreement between the Pictometry Corporation and Genesee County. As a condition of using the EFS software and oblique imagery the partnering organization agrees to comply with the following terms:

- 3.1.1 Only authorized users shall install or use the EFS software and oblique imagery, or use the web-based application provided by the county.
- 3.1.2 The EFS software does not require a seat license, which means unlimited use of the software is authorized as long as it is being used for Genesee County or partnering organization business.
- 3.1.3 The EFS software, oblique imagery, and web-based application shall only be installed or used on those computers identified as authorized workstations.
- 3.1.4 The EFS software and oblique imagery, or products derived from them, are for internal use only. Neither partnering organization nor its employees shall publish, sell, lease, loan, or make available these products in anyway to an outside agent.

3.2 Orthoimagery Products

The true color high-resolution orthophotos are property of Genesee County and will be governed by the following terms:

- 3.2.1 The Genesee County GIS department will have full rights to the use, maintenance, and distribution of the orthophotos and will provide a copy of, or access to, the imagery for their jurisdiction, at no cost to County departments and to the partnering organization.
- 3.2.2 The partnering organization will be provided a copy of the orthophotos for their jurisdiction with full rights to the use, maintenance, and distribution of their copy.
- 3.2.3 Copies of the orthophotos may be distributed for free to an outside agent if that agent signs a statement agreeing to only use the orthophotos in connection with

work for Genesee County or a partnering organization, to not redistribute the orthophotos, or to not use the orthophotos for any other purpose other than the agreed upon project.

- 3.2.4 Access to the orthophotos may be provided to anyone via the internet or a public kiosk as long as the orthophotos are in read-only format and unable to be copied or downloaded for free.

4.0 COST SHARE

The overall cost of the project is **\$276,588** for the first two years. Funding for the project will come from a variety of sources, including the Federal Government, the State of Michigan, Genesee County, the Genesee County Road Commission, the Genesee County Drain Commissioner, Genesee County 911, the Genesee County Land Bank, and all partnering Cities and Townships. The Genesee County Planning Commission will contribute LIDAR survey data valued at \$107,000 to improve the accuracy of imagery, and the Genesee County Equalization Department will contribute a GIS parcel base map layer to assist in searching for imagery by address. The local communities' portion of the total cost will be calculated after contributions from all other participating organizations are subtracted. The remaining balance will then be distributed among the cities and townships according to the level of imagery captured (neighborhood or community) and the 2005 parcel count. Based on the cost share described above, (**partnering organization**) understands that its two-year portion is **\$000.00** and agrees to pay this amount in full to Genesee County no later than **October 1, 2005**.

The partnering organization understands that the cost mentioned above covers the first two years of the project only. Continuation by the partnering organization after two years in the Pictometry and Orthoimagery project is contingent upon the partnering organization entering into an updated agreement with Genesee County. The partnering organization understands that its portion of the project cost may be adjusted in subsequent agreements to reflect changes in the number of parcels within its jurisdiction, changes in the level of imagery collected, and / or changes in the overall cost of the project due to price increases or decreases, or from funding source changes.

5.0 GENERAL IMPLEMENTATION SCHEDULE

The EFS software and oblique imagery will be delivered to the partnering organization within 90 days of the last flight made by the Pictometry Corporation for Genesee County, which is expected to be during the spring of 2006. The certified orthophotos will be delivered at a later date the same year. The two year duration of this agreement shall run from the first delivery date involving the oblique imagery. Before the end of the first two years, Genesee County and the partnering organization agree to reevaluate the project with the intent of renewing the contract for another two years with the Pictometry Corporation to obtain updated imagery in 2008. The project thereafter will be reevaluated for renewal biennially.

6.0 SUMMARY

Prior to project implementation, the partnering organization agrees to establish a project representative and technical representative for their organization and provide contact information for both individuals to the Genesee County GIS Department. The partnering organization understands that Genesee County is not liable for the quality, completeness, or accuracy of any

product or any delay in services associated with the Pictometry and Orthoimagery Project and therefore cannot be held accountable. The partnering organization understands that the terms identified in this document regarding use of the Pictometry products constitute a license agreement between the Pictometry Corporation and Genesee County (see attached Pictometry International Corp. General License Terms and Conditions). The partnering organization agrees to all the terms provided in this document and those of the license agreement between the Pictometry Corporation and Genesee County, and understands that any breach of these terms may result in the partnering organization relinquishing its project deliverables without refund and could prevent the partnering organization from further participation with Genesee County in the Pictometry and Orthoimagery project.

This intergovernmental agreement embodies the entire contract between Genesee County and the partnering organization relative to the purchase, installation, and use of all products associated with the Pictometry and Orthoimagery Project for the first two years. Any additions, deletions, or modifications to this agreement must be in writing and signed by both parties.

I hereby authorize (partnering organization) to enter into agreement with Genesee County as a partnering organization under the terms in this document, and pursuant to approval by the governing body on _____, 2005.

Signed: _____ Date: _____

Name: _____

Title: _____

I hereby authorize Genesee County to enter into agreement with (partnering organization) under the terms specified in this document:

Signed: _____ Date: _____

Name: _____

Title: Board of Commissioners, Chair

Pursuant to Resolution 05-235