

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA REQUEST**

TO: Board of County Commissioners
FROM: Mark McCauley, County Administrator
DATE: March 18, 2024
SUBJECT: Agreement: Washington Technology Solutions: NAIP Flight Imagery

STATEMENT OF ISSUE:

The County has contracted for flight imagery of the county for use in our GIS system for a number of years. The agreement needs to be renewed for another two years.

ANALYSIS:

This is a cooperative purchase through the State of Washington. The cost is \$10,000 per year for the two-year term. Having the most current aerial imagery is important to the users of our GIS system, the County Assessor's Office in particular.

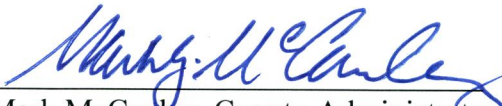
FISCAL IMPACT:

Total fiscal impact in \$20,000 for the next two years, \$10,000 per year, to be paid out of Non-departmental, General Fund.

RECOMMENDATION:

That the Board of County Commissioners approve the agreement.

REVIEWED BY:


Mark McCauley, County Administrator

3/15/24
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington Technology Solutions

Contract No: WATECH 24-26

Contract For: Aerial Imagery for GIS

Term: Through April 1, 2026

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: \$20,000

Revenue: N/A

Expenditure: \$20,000

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: 001-270

Munis Org/Obj: 001-270

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 3/15/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 3/15/2024.

(1) State language - cannot change. (2) Please correct signature lines before submission to Risk/Legal in the future

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



SERVICE LEVEL AGREEMENT

Statewide Imagery Consortium Group	Jefferson County Assessor Imagery Consortium Contributing Member
WaTech Service Level Agreement Number: 2024-001	
WaTech Customer Service Agreement Number: 8160-0	
Customer Contract Number (optional):	

1. Purpose

This Service Level Agreement Number 2024-001 (SLA) is executed by the Washington State Consolidated Technology Services (CTS), hereinafter referred to as Washington Technology Solutions (WaTech) and Jefferson County Assessor hereinafter referred to as the Customer, pursuant to the terms and conditions of Customer Service Agreement Number 8160-0 (CSA). The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to WaTech's provision of Statewide Imagery Services to the Customer.

2. Term and Termination

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until April 1, 2026 unless extended upon written mutual agreement between the parties or terminated as specified below.

Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon 10 business days' written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

This SLA supersedes and replaces all prior SLAs for Statewide Imagery Consortium Group imagery services.

3. Scope of Work

CTS shall furnish the access to the Web based services, and a hard copy of the applicable State/County/City specific data and otherwise do all things necessary to make access to the data and service possible as defined in the **Technical Specification and Requirements (Schedule B)** and subject to the **End User License Agreement (EULA)** included in Contract 20-077 between CTS/WaTech and Ascent GIS, references in Schedule A to contract period refer to the original contract, not this SLA (**Schedule A**).

4. Pricing and Service Fees

The total dollar amount expended under this SLA shall not exceed \$10,000.00 per year for 2 years.

5. Billing and Invoices

Billing and invoicing will be handled by Consolidated Technology Services and invoiced yearly using the Customers assigned Consolidated Technology Services Account Code.

6. Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

7. Order of Precedence

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

8. SLA Management

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:

Primary Contact Name: Jeff Chapman	Primary WaTech Contact Name: Joanne Markert
Title: Jefferson County Assessor	Title: Program Manager
Address: PO Box 1220 Port Townsend, WA 98368	Address: 1500 Jefferson Street SE Olympia, WA 98501
Phone: 360.385.9105	Phone: 360.407.8691
E-Mail: jchapman@co.jefferson.wa.us	E-Mail: joanne.markert@watech.wa.gov
Billing email: LKiesel@co.jefferson.wa.us	

12. Termination for Convenience

Either CTS/WaTech or the Customer may terminate this Contract, including all Statement(s) of Work if applicable, in whole or in part, by fourteen (14) calendar days' written notice to the other party. If this SLA is so terminated, the Customer is liable only for payments required by the terms of this SLA or any SOW for Services received and accepted prior to the effective date of termination.

13. Authorization/Acceptance

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED

State of Washington
Consolidated Technology Services/Washington
Technology Services (WaTech)

APPROVED

State of Washington
Jefferson County

Signature

Joanne Markert

Print or Type Name

State GIS Coordinator

Title

Date

Signature

Kate Dean

Print or Type Name

Chair of Board of County Commissioners

Title

Date

Approved as to Form by the Office of the Attorney General

Approved as to form only:



March 15, 2024

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Schedule A

End User License Agreement (EULA)



END USER ACCESS AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE ACCESSING INFORMATION FROM THIS HEXAGON-ENABLED WEB SITE, DOWNLOADING INFORMATION OR USING SERVICES FROM HEXAGON. BY ACCESSING THIS HEXAGON-ENABLED WEB SITE OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THIS INFORMATION FROM ANY HEXAGON-ENABLED WEB SITE, OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION. ACCESS TO THE GEOSPATIAL DATA IS GRANTED BY HEXAGON EXCLUSIVELY ON THESE TERMS OR OTHER TERMS EXPRESSLY AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF HEXAGON.

This End User Access Agreement is between you and Leica Geosystems Inc. ("Hexagon"), a Delaware corporation with a place of business at 5051 Peachtree Corners Cir., Suite 250, Norcross, GA 30092, USA.

Access and Rights. During the subscription period as set forth in the ordering webpage, Hexagon grants access to various physical world data including but not limited to; 1) stereo, ortho-rectified, and/or oblique aerial imagery, 2) point cloud, elevation, and/or digital surface model data, 3) various derivative natural or humanmade geographic feature data, and 4) associated metadata or attribute information (the "Geospatial Data") through the online services provided by Hexagon (the "Services") to you and such other persons authorized by you to use the Services in accordance with the Acceptable Use Policy (you and such authorized users hereinafter being collectively referred to as the "Authorized End Users"), for which you have paid the required fees. You are responsible for compliance with the terms of this End User Access Agreement by the Authorized End Users you delegate or to whom you grant log-in credentials to the Services.

During the subscription period set forth in the ordering webpage, and subject to payment of fees and compliance with this Agreement, Authorized End Users may (i) consume Geospatial Data through a desktop and/or web-based GIS application (to the extent compatible with the Geospatial Data), (ii) combine vector layers and other data sets with the Geospatial Data, (iii) create reports, marketing collateral, and other work product of yours ("Your Work Product") containing the Geospatial Data (iv) print images of Geospatial Data in hardcopy. You may deliver, or give access to, Your Work Product to your customers, provided your customers are bound not to distribute, copy or publish Your Work Product containing the Geospatial Data except for internal purposes and not for further sale or distribution, unless you are using an unpaid evaluation license, in which case you may not copy, give access to, or distribute Your Work Product that contains the Geospatial Data. For purposes of this End User License Agreement "internal purposes" means use consistent with CTS' provider status in RCW 43.105.

Attribution. In Your Work Product (including work product created by you or your other Authorized End Users) that contains or reproduces the Geospatial Data, you shall give notice that the Geospatial Data is "Copyright 2019 Hexagon" or as adjusted to the then current year or such other notice as Hexagon may instruct from time to time in writing.

Ownership. Geospatial Data is not sold to the Authorized End User and no ownership rights are transferred to the Authorized End User. The Geospatial Data is owned by Hexagon or its licensors.

Confidentiality. "Confidential Information" means all information disclosed by Hexagon ("Disclosing Party") to an Authorized End User ("Receiving Party"), whether orally or in writing, that is designated as confidential or that relates to the Services, including the terms of this Agreement (including pricing). Confidential Information excludes any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is not exempt under the Washington Public Records Act RCW 42.56.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope

of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are under confidentiality obligations with the Receiving Party not materially less protective than those herein. The Receiving Party shall destroy Confidential Information in its possession upon termination of this agreement. Nothing in this section grants rights to Geospatial Data greater than those set forth in section 1 of this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

Fees and Taxes. The ordering web page sets forth the fees, subscription term and other terms related to access and use of the Geospatial Data, and is hereby incorporated into, and forms a part of, this Agreement. Fees are exclusive of all applicable sales, use, value added, GST, and other taxes (and all applicable tariffs, customs duties and similar charges), and you will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Services hereunder. The total invoice amount for fees is subject to increase by the amount of any taxes which Hexagon is required to pay and/or which you are required to withhold, collect or pay upon the fees so that Hexagon receives the full amount of the fees invoiced. If you are claiming tax exemption status, you must provide a copy of a valid tax exemption certificate.

Restrictions. The Geospatial Data and Services may only be used by the Authorized End User or by individual users authorized in writing by Hexagon, and not by any other party, whether or not affiliated with the Authorized End User. Except as otherwise expressly provided in this End User Access Agreement, no part of the Geospatial Data, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Geospatial Data or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement except in connection with Your Work, which your customers may use for internal purposes, strictly as provided in paragraph 1. You have no other rights to the Geospatial except as expressly set forth in paragraph 1 or the ordering web page. Without limiting the foregoing, you may not re-sell or re-distribute or give access to the Geospatial Data as a web service. You may not use the Geospatial Data in connection with a service bureau or for time-sharing purposes or in any other way allow third parties to exploit the Geospatial Data, except your customers as specifically authorized by this End User Access Agreement. You shall not provide passwords or other log-in information to any third party, except as specifically authorized by this End User Access Agreement. The Authorized End User acknowledges that the Geospatial Data and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Hexagon and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Geospatial Data or the Services in whole or in part, and in any manner not expressly authorized in this Agreement, are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Geospatial Data and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Hexagon upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Geospatial Data or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Geospatial Data or the Geospatial Data itself. Each Authorized End User shall comply with the Acceptable Use Policy.

The Authorized End User may not transfer the Geospatial Data to or store the Geospatial Data or the Services in any electronic network for use by more than the number of users authorized in writing by Hexagon, unless it obtains prior written permission from Hexagon and pays associated additional fees.

If the Authorized End User is a federal, provincial, state or local government agency, the Geospatial Data is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Hexagon.

Evaluation Access. Hexagon may grant a right to access the Services during an evaluation period. In addition to the restrictions set forth above, Authorized End Users, during an evaluation period, shall use the Services for evaluation only, and shall not use the Services for any commercial or profit-making activity, including, but not limited to, non-revenue commercial activities such as marketing, bid submission, and promotion. Upon termination of the evaluation period, the Authorized End Users shall return or destroy all Geospatial Data and any reports, documents or files incorporating the Geospatial Data.

Non-Hexagon Services. Hexagon may offer certain Services, or features or functions within Services, made available by unaffiliated third parties ("Non-Hexagon Services"). Accessing such Non-Hexagon Services may cause your computer to communicate with a third-party website. Such connectivity or access to third party websites or third-party materials is governed by the terms found on such sites, and access to and use of Non-Hexagon Services may require your agreement to separate terms. Linking to or use of Non-Hexagon Services constitutes your agreement with such terms. Hexagon Group Companies are not a party to such third-party agreements and are not responsible for such Non-Hexagon Services. Hexagon may at any time, for any reason, modify or discontinue the availability of any Non-Hexagon Services.

Hexagon Affiliates. You acknowledge that Hexagon has Affiliates and subcontractors worldwide. You acknowledge and agree that Hexagon affiliates and subcontractors are entitled to provide the Services to you.

Warranty Disclaimer and Limit of Liability. THE GEOSPATIAL DATA AND THE SERVICES ARE PROVIDED "AS IS," AND HEXAGON MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL HEXAGON AND ITS AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA. THE AUTHORIZED END USER ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE HEXAGON TO REDELIVER THE GEOSPATIAL DATA GIVING RISE TO ANY BREACH OF THIS AGREEMENT OR BREACH OF DUTY. THE AGGREGATE LIABILITY OF HEXAGON FOR ALL OTHER LOSSES, LIABILITIES, CLAIMS, DAMAGES OR ASSESSMENTS, OF ANY KIND OR NATURE, SHALL NOT EXCEED THE LICENSE FEES PAID BY THE AUTHORIZED END USER TO HEXAGON WITH RESPECT TO THE GEOSPATIAL DATA OR THE SERVICES AT ISSUE IN ANY DISPUTE OR CLAIM.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Geospatial Data or any other product or service delivered by Hexagon. The Authorized End User acknowledges and agrees that Hexagon has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

In addition, in no event shall Hexagon be liable for any third-party websites that appear in or are referenced by the Hexagon ordering web page.

Acceptable Use. You shall ensure all your Authorized End Users comply with the Acceptable Use Policy ("AUP"). The latest version of AUP posted <https://hxgncontent.com/global/acceptable-use-policy>, is incorporated herein by reference. An Authorized End User may be prompted with review and acceptance of the AUP to gain access to the Services. Hexagon reserves the right to change the AUP at any time. Any update to the AUP may require each Authorized End User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Services or termination of this Agreement for material breach. During any period of suspension, you will still be liable for payment of the applicable fees.

Term. Hexagon may terminate this End User Access Agreement, which will terminate all access to the Services and the Geospatial Data, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Geospatial Data to Hexagon or destroy it and certify this destruction in writing to Hexagon.

Complete Agreement. This Agreement and ordering web page set forth the complete and exclusive statement of the understanding between the Authorized End User and Hexagon with respect to the Geospatial Data and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Hexagon, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

Export. You acknowledge that this Agreement and the performance thereof is subject to compliance with any and all applicable Swiss, Canadian, EU and United States laws, regulations, or orders relating to export. You expressly acknowledge and agree that you will not export, re-export, transfer or release the Geospatial Data in whole or in part to (a) any EU, Swiss, Canadian and/ or U.S. embargoed country (or to a national or resident of any EU, Swiss, Canadian and/ or U.S. embargoed country); (b) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (c) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (d) any person or entity on any EU or Swiss or US Denied Parties Lists; or (e) any person or entity where such export, re-export or provision violates any EU or Swiss or Canadian or U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to EU or Swiss or Canadian or U.S. export laws as they may occur from time to time.

Force Majeure. Except for your payment obligations, neither party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.

Notices. Notices permitted or required under this Agreement shall be in writing and delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Hexagon, it shall be directed to Attn: Legal Department.

Precedence. In the event of a conflict or inconsistency in the Agreement documents, the following order of precedence shall apply: (i) the ordering webpage, (ii) the Acceptable Use Policy, and (iii) this End User Access Agreement. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

Governing Law. The interpretation, Agreement shall be governed by the following law: (a) if the Authorized End User is a government entity, the applicable laws of the Authorized End User, (b) in all other cases, the law of the state of Georgia, U.S.A., excluding its choice of law principles.

Restricted Rights to U.S. Federal Agencies. As prescribed in FAR 27.409(f), the Geospatial Data is existing data, and is licensed to the U.S. government under clause: 52.227-18 Rights in Data-Existing Works.

No Joint Venture. This Agreement shall not create any relationship between you and Hexagon as joint ventures, partners, associates, or principal and agent. Neither party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other party. Neither party shall have the authority to bind the other party.

Electronic Agreement. You expressly consent and agree that ordering webpages and related Hexagon forms may be electronically signed or acknowledged and agreed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

Special Terms and Conditions which are granted to Washington State with regards to the End User License Agreement.

Special Terms and Conditions

- 1) The following entities shall be allowed unlimited access licenses;
 - a. All State Government Agencies and Regents-level institutions
 - b. All County-level governments
 - c. All Municipal (city) governments
 - d. All Public Safety Answering Points (PSAP)
 - e. Tribes who are served and part of E911 and NG911
 - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.
- 2) Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize orthoimagery or web map service(s), in a view-only mode with no download capability.
- 3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the orthoimagery.
- 4) At the end of the contract period, all previous vintage data will enter into a perpetual license. At the end of the contract period, if not renewed, the web services will no longer be provided. However, the license allows for perpetual use of the previous vintage data for all approved users. Upon renewal of the contract or refresh of the data, the previous vintage data will be allowed in the public domain.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule B

Technical Specifications and Requirements



Specification	15cm Program	30cm Program
(Planned) allowable GSD	0.2m nominal GSD with ADS100 HR mode	Maximum 0.4 meter
Accuracy	15cm : RMSE x/y 0.5m RMSEr = 0.71m CE90 = 1.07m CE95 = 1.22m	RMSEx/y = 1.2m RMSEr = 1.7m CE90 = 2.6m CE95 = 3.0m
Minimum sun angle	30° minimum, however, every effort should be made to acquire the downtown core as well as any tall building filler lines at the highest solar possible in the day.	30°
Cloud/cloud shadow	[Cloud cover] must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not include urban areas and housing or roads in rural areas. In mountainous areas these criteria may be relaxed to 10% obscured per 5 km by 5 km block is provided housing and roads are not obscured. Provided the above criteria have been met, in instances where small areas of cloud remain and providing every effort has been made to remove cloud using adjoining imagery, there is no further requirement to manually edit remaining cloud. For the avoidance of doubt, in these limited circumstances, visible lines along cloud edges are acceptable. [Cloud shadow] - 6% per 5 km by 5 km is acceptable providing that real-world detail such as road markings and street furniture can be clearly viewed throughout the imagery.	≤10% and not obscuring HVA area or paved roads or other transportation network
Smoke/fire	See cloud cover	May be cause for rejection
Persistent smoke (volcano, factory, crop burn, etc.)	See cloud cover	Allowable – not cause for rejection
Snow/ice cover	Must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not be of high significance (for example any urban area and housing or roads in rural areas). In mountainous areas this may be relaxed to 10% obscured per 5 km by 5 km block, provided only small amounts of ground detail are affected.	Permanent snow/ice is acceptable
Specular reflection	Must not be detrimental to the image appearance or impede the ability to extract information from the imagery when viewed at true scale (that is 1:1).	Allowable provided shoreline and surrounding features are not obscured
Maximum allowable image shear	≤ 3 pixels	≤ 3 pixels
Band-to-band pixel misregistration	≤ 0.5 pixel and no perceivable color fringing	≤ 0.5 pixel and no perceivable color fringing
Sidelap	Urban areas minimum 30% or greater with ADS100 Urban areas minimum 15% or greater with ADS120 See building Lean below for supplemental flightlines	Minimum 27%
Non-pixel data	DN value of 0 and 255 reserved for non-data	DN value of 0 and 255 reserved for non-data
Acceptable image blemishes, scratches, artifacts, etc.	Imagery should be blemish and artifact free	Imagery should be blemish and artifact free
Flooding/standing water	Must be less than 3% per 5km by 5km, and less than 1% per square kilometre image. Any detail obscured must not be of high significance or represent key	Acceptable as long as paved roads or agricultural field boundaries are

	features on the ground, for example; urban areas, housing, communication routes and field boundaries.	not obscured
Occlusions	Smearing from DEM inaccuracies or occlusions that exceed 3% of a 5km X 5km area are not acceptable.	No stated policy but subject to call-out
Smearing	Smearing caused by turbulence is not acceptable.	No stated policy but subject to call-out
Clipping	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%, preferably > 99%	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%, preferably > 99%
Contrast	Must be consistent across the block. The appearance of too much contrast where shadows become too dark or too little contrast where the appearance is of a flat nature must be avoided. This applies to all topography, including monotone.	Difference between cumulative pixel counts containing 99% and 1% of the data shall be greater than 59% of the bit depth, $\pm 4\%$ Target: 150 Minimum: 140 Maximum: 160
Brightness	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147
Color balance	Neutral objects shall have a DN difference of no more than 5 for any RGB triplet. Should be consistent across the supplied block with minimal banding caused by vignetting or hot spots due to excessive light. The appearance of the image must be a realistic representation of the true colour on the ground. Pre-delivery samples may be requested.	Neutral objects shall have a DN difference of no more than 5 for any RGB triplet
Bridge warp/smear	Bridge/freeway/causeway warp/smear is not acceptable. Modifications undertaken to reduce pixel stretch must ensure that the resultant ortho image is a realistic representation of real world features. Pixel stretch on man-made features, building, bridges, and other elevated features, where the geometric fidelity of the feature is compromised, may be reduced using image manipulation software provided there is no over simplification or unrealistic fabrication of real world detail (for example buildings, roads and railways).	Bridge/freeway/causeway warp/smear is not acceptable
Building seamline sheer	Visible joins between ortho-images and flight lines within each block should be avoided but will be accepted under the following conditions: they do not hide detail or adversely affect the ability to extract information from the image; they do not stretch the entire length of the seamline, for example clearly outlining entire images; they do not impact geometric fidelity (no change in shape or alignment between images); there is no positional shift between images along visible lines; and the colour difference is slight and/or well graduated and consistent both within the block and with edgematched blocks in the Imagery Layer. they are along any cloud edges remaining from the Cloud Cover conformity.	Within HVAs only
Building Lean	Supplemental flightlines will be added as required to minimize building lean. Buildings over 60ft tall that are not at nadir will be assessed for lean. Seamlines will be moved to use the most nadir data. The objective is to have the centre line of roads visible.	