

AN ORDINANCE 2007-04-05-0380

**APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE BEXAR METRO 9-1-1 NETWORK FOR HIGH RESOLUTION AERIAL PHOTOGRAPHY TO SUPPORT THE CITY'S ENTERPRISE GEOGRAPHIC INFORMATION SYSTEMS, AT AN ANNUAL COST OF \$164,625.00, FOR A TERM NOT TO EXCEED 5 YEARS.**

\* \* \* \* \*

**WHEREAS,** The City contracted with Markhurd to provide high resolution digital orthophotography professional services in Ordinance 97065, passed and approved on January 23, 2003; and

**WHEREAS,** The City, in order to decrease costs and duplication of effort, wishes to establish a partnership with Bexar Metro 9-1-1 to acquire aerial photography for FY2006.; and

**WHEREAS,** an Interlocal Government Agreement between the City and Bexar Metro 9-1-1 for GIS services would save money and reduce duplication of effort, and will assist the City to consolidate business processes and information to improve GIS mapping services available to the public; **NOW THEREFORE,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is hereby authorized to execute an "Interlocal Cooperative Purchasing Agreement (Digital Orthophotography Project," between the City of San Antonio and Bexar Metro 9-1-1 Network District, for a term not to exceed 5 years. The agreement shall be in substantially the form attached hereto and incorporated herein as Exhibit "A". Copies of any and all documents shall be submitted to the City Attorney for review and approval prior to execution, but within 45 days of the effective date of this ordinance. Should a contract be negotiated which varies substantially from the standard terms contained in Exhibit "A", the contract must be reconsidered through a subsequent ordinance.

JK  
04/05/07  
Item #27

**SECTION 2.** Funds for this expenditure are available in Fund 74001000, Information Service Fund, Cost Center 0901010000, General Ledger 5201040, entitled Fees to Professional Contractors as part of the FY 2007 budget.

**SECTION 3.** Payment not to exceed \$164,625.00 is authorized to Bexar County and should be encumbered with a purchase order.

**SECTION 4.** Should a contract not be executed within 45 days from the effective date of this Ordinance, the authority granted herein shall expire.

**SECTION 5.** This ordinance shall take effect on April 15, 2007.

**PASSED AND APPROVED this 5<sup>th</sup> day of April, 2007.**



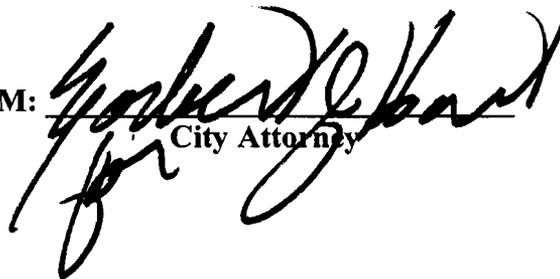
M A Y O R

PHIL HARDBERGER

Attest:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

# Agenda Voting Results

**Name:** CONSENT AGENDA Items 8-30B except Items 8, 11, 13, 18, 20 22, 23, 26, 29

**Date:** 04/05/07

**Time:** 03:28:03 PM

**Vote Type:** Multiple selection

**Description:**

<b>Voter</b>	<b>Group</b>	<b>Status</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>
ROGER O. FLORES	DISTRICT 1	Not present			
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4	Not present			
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
(DIGITAL ORTHOPHOTOGRAPHY PROJECT)**

This Interlocal Cooperative Purchasing Agreement (“Agreement”) is made and entered into to be effective as of August 3, 2006, by and between **City of San Antonio, Texas** (“City”) and the **Bexar Metro 9-1-1 Network District** (“Bexar Metro”).

**RECITALS:**

City and Bexar Metro are authorized by the Interlocal Cooperation Act, Title 7, Chapter 791 of the Texas Government Code (“Act”), to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government, such as purchasing of necessary services.

City and Bexar Metro have deemed it in their respective best interests to enter into this Agreement providing for the purchase of services for preparation of digital orthophotography maps and related data.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and Bexar Metro hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the definition assigned to such term below:

(a) Agreement – This Interlocal Cooperative Purchase Agreement entered into by and between City and Bexar Metro.

(b) Bexar Metro – Bexar Metro 9-1-1 Network District, established pursuant to the Emergency Telephone Number Act, Texas Health and Safety Code, Chapter 772, Subchapter D, and serves Bexar, Comal, and Guadalupe Counties.

(c) Bexar Metro Representative – The Executive Director of Bexar Metro has authority to make all decisions and provide all approvals as required by or provided for herein, unless otherwise expressly required herein.

(d) Contract – The contract between Bexar Metro and the Vendor for the provision of the services for the Project.

(e) Project Data – The geographic database for Bexar County, Comal County, and Guadalupe County, Texas, developed pursuant to this Agreement, including, without limitation, the digital orthophotography and related data to be developed in accordance with the Specifications pursuant to the

Contract. Data shall include all elements of the database in any form or medium, including hard copies, electronic and digital files, and other mediums.

(f) City – City of San Antonio, a Texas political subdivision that is a home-rule city organized under the laws of the State of Texas.

(g) City Representative – City of San Antonio, Information Technology Services Department Director, or his successor shall have authority to make all decisions and provide all approvals as required by or provided for herein, unless otherwise expressly required herein.

(h) Parties – City and Bexar Metro, or their respective successors, and any other governmental entities who join in the Project by execution of this Agreement as provided herein.

(i) Project – The planning, development of specifications, bidding, management, and administration, from time to time, for the development of digital orthophotography maps of Bexar County, Comal County, and Guadalupe County, Texas, and related data, for use by Bexar Metro, City, and other Parties.

(j) Project Costs – The aggregate cost of all elements of designing, planning, bidding, contracting, and procuring of the mapping services and Data, and administration of the Project.

(k) Project Manager – The mutually agreed upon individual who is in charge of coordinating the Project, appointed by the Parties on or before December 15<sup>th</sup> of each year to serve for the next succeeding calendar year.

(l) Project Consultants – Any professional consultants engaged by Bexar Metro and/or City from time to time in connection with the Project.

(m) Specifications – The specifications for the Project, mutually approved by Bexar Metro and City, as same may be amended from time to time.

(n) Vendor – The successful bidder for the Project who enters into the Contract with Bexar Metro for the provision of the services for the Project.

## 2. Statement of General Purpose and Intent.

(a) The purpose and intent of this Agreement is to provide for the funding, specification, bidding, and management of the Project, and use of the Project Data by the general public and other governmental entities who elect to participate.

(b) The Parties agree that Bexar Metro shall be responsible for undertaking the development of the ongoing specifications, and administration of the bidding and contract award for the Project, subject to the terms and provisions contained herein.

(c) Each Party hereto acknowledges and agrees that any expenditure of funds required to carry out the purpose and intent of this Agreement, including the Project Costs, will be shared by the Parties, and shall be funded from then current revenues of such Parties.

3. Ownership of Project Data. The Parties hereto acknowledge and agree that title to the Project Data shall be and remain vested in Bexar Metro; however, the Parties will review all deliverables upon receipt from Vendor. Upon full payment of City's current obligations under Section 4 below, City may make the information publicly available on its website, which may include but is not limited to the following:

(a) Copy, manipulate, and/or incorporate the Project Data into City projects, derivative works, and compilations in any form, format, or media, without regard to whether the form, format, or media is now known or hereafter developed,

(b) Use the Project Data and/or store the Project Data as part of any database or data compilation, and

(c) Publish part or all of the Project Data if it is incorporated into any City project, publication or document.

4. Initial Project Costs. All Initial Project Costs shall be borne by Bexar Metro. City, through this agreement with Bexar Metro to acquire project data, agrees to allocate the sum of \$198,000.00 in its fiscal year 2006 budget for its share of the project data. City Representative will take all action necessary to procure appropriation of City Funds for the Project for fiscal year 2006 and will seek an appropriation for any future years for which City desires to renew this Agreement beyond the initial year. Bexar Metro shall furnish City a schedule of anticipated payments from Bexar Metro to the Vendor for any annual renewal period. Upon notification by City of successful completion of the raw image product deliverable, Bexar Metro will invoice City not to exceed the sum of \$198,000.00 for fiscal year 2006, and the same procedure will be followed in during any annual renewal period for amount due for the renewal period.

5. Bidding and Contract Award.

(a) It shall be Bexar Metro's responsibility, acting by and through the Project Manager, to award, in the name of Bexar Metro, the Contract for the Project. The Contract award shall be accomplished in accordance with applicable

rules, regulations, ordinances, statutes, and codes governing Bexar Metro. Monitoring and administration of the Contract, including, without limitation, payment to the Vendor, shall be Bexar Metro's responsibility.

(b) City staff, in conjunction with the Bexar Metro staff, may review and evaluate any proposal from respective Vendors; however, the process and the decision as to award of the Contract for the Project is solely the decision of Bexar Metro as determined by the Bexar Metro Executive Director.

(c) The Specifications for the Project and the bid documents attached hereto as **Exhibit A** and incorporated herein are hereby approved by Bexar Metro. Any subsequent material changes to the Specifications for the Project shall require the prior written consent of Bexar Metro, such consent not to be unreasonably withheld, delayed or conditioned.

(d) If other Parties join in the Project, Bexar Metro may elect to form a committee of participants or to appoint an appropriate agency to oversee the continued management of the Project. Any such appointment shall be subject to approval by the Bexar Metro Executive Director. Irrespective of whether a committee or agency is appointed, any cost related to project will be redistributed among all parties involved.

#### 6. Project Enhancements.

(a) Bexar Metro and City acknowledge and agree that they shall hereinafter work and cooperate with one another in good faith to formulate specific details for Project enhancements, including annual and/or periodic updates, when funding becomes available for such purposes.

(b) At such time or times as mutual agreements are formulated by the Parties for the Project enhancements, the Parties shall, subject to approval by their respective governing bodies, enter into formal written amendments to this Agreement evidencing such agreements, including the fiscal responsibilities of the Parties with respect to such Project enhancements.

7. Default. Should either Party default in the payment and/or performance or obligations due under the terms of this Agreement, the other Party, after giving thirty (30) days written notice specifying in detail the nature of the default and the possible cost incurred in performing or paying the applicable obligations, shall have the right to either (i) perform such obligations and/or advance such needed sums to do so, or (ii) declare this Agreement terminated as of the day of the expiration of the thirty day notice period. In the event either Party undertakes option (i) above, the defaulting Party shall be obligated to pay to the non-defaulting Party all sums incurred by the non-defaulting Party in connection with the performance of the defaulting Party's obligations, together with the sum of all other obligations of the defaulting Party subsequently due

under this Agreement. If default does occur, all parties shall receive all related work produced to day by vendor.

8. Maintenance of the Project.

(a) City and Bexar Metro covenant and agree to develop and update or amend annually or whenever needed contemporaneously herewith and/or during the term of this Agreement one or more specific management plans containing jointly developed agreements, rules, procedures, directives, and/or guidelines pertaining to any one or more of the following specific areas:

1. Development of any necessary administrative and staffing details pertaining to the Project;
2. Establishment of fee schedules for the use of the Project Data;
3. Establishment of additional specifications for enhancements and/or updates for the Project;
4. Establishment of rules and regulations for use and license of the Project Data;
5. Resolution of additional specific issues within the framework of this Agreement.

(b) As each management plan is mutually developed, it shall be executed by both the City Representative and the Bexar Metro Representative in duplicate originals and attached hereto as an addendum or exhibit, whereupon it shall thereafter be incorporated as part of this Agreement for all purposes, and shall create, to the extent that such management plans do not conflict with other terms of this Agreement, covenants and agreements that will bind the Parties that will be in addition to those otherwise herein set forth, with the same force and effect as if set forth verbatim herein.

(c) The failure of either Party hereto to agree to a subsequent management plan shall not constitute an event of default under this Agreement.

9. Cooperation.

(a) City and Bexar Metro do hereby acknowledge and agree that given the nature and scope of this joint undertaking, it will be imperative for the Parties to cooperate with one another in good faith as to all material elements hereof so as to effectively coordinate all joint activities in an economic and efficient manner that will provide the maximum benefits to their respective taxpayers and constituent taxing units. In this connection, the Parties agree to

deal fairly with one another throughout the term of this Agreement in a reasonable manner for a governmental entity of like kind and size, and to exercise good faith and reasonable judgment with respect to all joint endeavors within the scope hereof.

(b) No approvals herein required shall be unreasonably withheld, delayed, or conditioned.

(c) The Parties further acknowledge and agree that changing conditions and circumstances over a period of years may require periodic review and adjustments to this Agreement. Accordingly, the Parties agree to formally review the provisions of this Agreement annually. To be effective and binding upon the Parties, any amendment to this Agreement must be in writing, signed by both Parties, and approved by the respective governing body of each of the Parties.

10. Term.

(a) The initial term of this Agreement shall begin as of the date hereof and shall automatically renew annually unless there is a written request by either Bexar Metro or the City representative to terminate this Agreement within thirty (30) days prior to the next annual renewal period.

(b) The term of this Agreement shall not exceed five (5) years from effective date from approval signatures from both parties.

11. Assignment. This Agreement shall not be assignable by either Party hereto either in whole or in part without the prior written authorization first obtained from the other Party.

12. Notices. Notices to the Parties hereto required or appropriate under this Joint Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed as follows:

If to City: City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

With copy to: Director of Information Technology Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If to Bexar Metro: Bexar Metro 9-1-1 Network District  
Attn: Executive Director  
911 Saddletree Ct  
San Antonio, Texas 78231-1523

The Parties shall have the right to hereinafter change such designations by prior written notice to the other.

13. Miscellaneous.

(a) Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, including any renewals, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(b) Captions. The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

(c) Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(d) Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

(e) Entire Agreement. This Agreement contains the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto. It is the intent of the Parties that neither Party shall be bound by any term, condition, requirement, or representation not herein written or otherwise referred to.

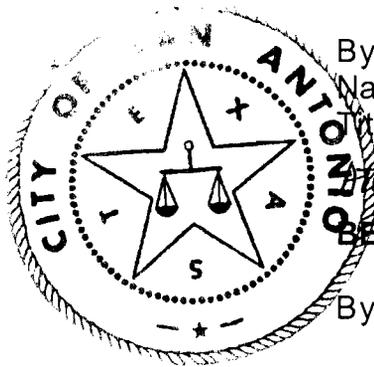
(f) Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the Parties hereto, and approved by the respective governing body of each of the Parties.

(g) No Discrimination. Any discrimination by the parties hereto or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin, in employment practices or in the programs or services provided for herein, is prohibited.

(h) Time. Time is of the essence for all purposes of this Agreement.

(i) Authority. Each of the signers of this Agreement hereby represent and warrant that they have authority to execute this Agreement on behalf of each of their governing entities. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

Dated and effective as of the date first above written.



CITY OF SAN ANTONIO, TEXAS

By: Erik J. Walsh

Name: Erik J. Walsh

Title: Asst. City Manager

Witness: Lucia M. Mead, City Clerk

BEXAR METRO 9-1-1 NETWORK DISTRICT

By: W.H. Buchholtz

W.H. Buchholtz, Executive Director

APPROVED AS TO FORM:  
City Attorney's Office

By: [Signature]

# **EXHIBIT A**

November 7, 2005

Bexar Metro 9-1-1 Network District  
Mr. Bob Long  
911 Saddle Tree Court  
San Antonio, TX 78231

Re: Proposed Statement of Work with Revised Master Service Agreement – Three-Year Contract for Updated 0.50-Foot Ground Resolution Color Digital Orthophotography for Bexar, Guadalupe, and Comal Counties, Texas

Dear Mr. Long:

P2 Energy Solutions, L.P. (P2ES) is pleased to provide Bexar Metro 9-1-1 Network District with the attached partially executed proposed Statement of Work (SOW) with revised Master Service Agreement (MSA). P2ES will acquire new color aerial photography and ground control and provide photogrammetric services to produce 0.50-foot ground resolution color orthophotography covering Bexar Guadalupe and Comal Counties, Texas for years 2006, 2007, and 2008.

The MSA has been revised to accept the changes requested by Bexar Metro to Sections 2.1 and 12.8.

P2ES will deliver the final digital orthophotography by the end of May with incremental deliveries to begin in March. Please see Exhibit A of the Statement of Work for the Project Timeline for Year 2006.

These dates are contingent upon having a signed Statement of work by November 8, 2005 and favorable weather conditions for quality aerial photography.

Bexar Metro 9-1-1 Network District has authorization to share the Statement of Work with officials from Bexar Appraisal District and the City of San Antonio.

Thank you for requesting this revised Statement of Work. Additionally, thank you for your business over the last three years. It's been a pleasure working with you and your staff. We sincerely hope to continue to provide our services to Bexar Metro 911 Network District and look forward to your favorable response. If you have any questions about this Statement of Work or should you require additional information, please contact me at 210-861-7679.

Best Regards,



Andy Longoria, Certified Photogrammetrist  
Senior Account Manager, Photogrammetric Products & Services

Enclosed: Two (2) Copies of P2ES' Proposed Statement of Work and MSA

DATE: November 3, 2005

COMPANY: Bexar Metro 9-1-1 Network District

ATTN: Mr. W. H. Buchholtz

ADDRESS: 911 Saddle Tree Court  
San Antonio, TX 78231

PHONE: 210-408-3911

FAX: 210-408-3912

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**Three-Year Contract for Updated 0.50-Foot Ground Resolution Color Digital Orthophotography for Bexar, Guadalupe, and Comal Counties, Texas**

## 1. Introduction

Petroleum Place Energy Solutions, L.P. (P2ES) will acquire new color aerial photography and ground control and provide photogrammetric services to produce 0.50-foot ground resolution color orthophotography covering Bexar, Guadalupe, and Comal Counties, Texas for years 2006, 2007, and 2008.

## 2. Project Management

P2ES will assign a Project Manager (PM) who will be responsible for this project. The PM will work closely with Bexar Metro 9-1-1 Network District (Bexar Metro) to develop the project specifications, work plan, and time line. The PM will coordinate flights, ground control, and all aspects of production through delivery and acceptance of the final products by Bexar Metro.

## 3. Aerial Photography

### a. Project Area

P2ES will obtain color aerial photograph at a negative scale of 1"=800' and produce digital orthophotography for Bexar, Guadalupe, and Comal Counties, Texas. Additionally, P2ES will include the City of Fair Oaks Ranch, Texas. Fifty-one (51) flight lines and 3,221 exposures will be required to cover Bexar County, Texas, and sixty-five (65) flight lines and 2,896 exposures will be required to cover Guadalupe and Comal Counties, Texas.

### b. Conditions during photography

Aerial photography will be accomplished using a camera with a calibrated six-inch focal length of 152 mm (+/- 3 mm) during a period when deciduous trees are barren, as local climatic conditions permit, and generally within two hours before and two hours after maximum sun angle, when the sun angle is not less than 30 degrees above the horizon. Photography will not be undertaken when the ground is obscured by cloud cover, haze, fog, or dust and when streams are not within their normal banks. The photographs will not contain objectionable shadows caused by relief or low solar altitude.

### c. Flight Plan

The principal points of the first and last exposures of each flight strip will fall outside the boundaries of the project area. The final accepted flight plan will be developed after the contract award and will be submitted to Bexar Metro for approval. The same flight plan and photo points will be used for years 2007 and 2008.

**d. Forward Overlap**

Consecutive photos in each flight line will have an average forward overlap of 60 percent and an average side overlap of 30 percent to ensure full stereoscopic coverage.

**e. Crab**

Crab in excess of three (3) degrees with respect to both lines of flight may be cause for rejection of a flight strip or any portion thereof in which the excessive crab occurs. This includes relative crab between any two successive exposures.

**f. Tilt**

Tilt of the camera from vertical at the instant of exposure will not exceed three (3) degrees, nor shall it exceed five (5) degrees between successive exposure stations.

**g. Aircraft**

The aircraft will be adequately equipped with all essential geodetic and photographic instruments to meet the aerial photographic and airborne specifications of this project. A well-trained and experienced crew will operate the aircraft and all equipment and instruments. The design of the aircraft is such that, when the camera is mounted with all of its parts above the outer structure, an unobstructed view will be obtained, and it will be shielded from exhaust gases, oil effluence, and air turbulence. No window of glass or other material will be interposed between the camera and the ground to be photographed.

The flight information, as well as the aircraft description, serial numbers, identification numbers, approximate time and duration of flight, and the pilot's name will be furnished prior to the aerial mission if required.

**h. Aerial Camera**

Aerial photography will be accomplished using a Wild RC-30 precision aerial mapping camera with a calibrated 6-inch focal length of 152 mm (+/- 3 mm). The aerial camera will have a USGS Calibration Certificate no older than three years. Additionally, the camera will be equipped with a low distortion, high-resolution lens.

**i. Aerial Film**

Kodak 2405 aerial film or equivalent will be used for the project. The film will be fine grain, high-speed photographic emulsion on a dimensionally stable polyester base and will serve as the source for the creation of the digital orthophotography. Outdated film will not be used. The film will be stored and handled in accordance with the manufacturer's instructions.

**j. Film Processing and Image Quality**

The development, fixing, washing, and drying of all exposed photographic film will result in a quality image, with optimal contrast, tone, balance, resolution, uniformity in range of density, and fine grain exposures.

**k. Film Editing**

After processing has occurred, all of the film will be edited for correct processing parameters by use of a densitometer. All correct flight parameters such as navigation of the flight lines, end and side overlap, and correct negative scale are carefully checked prior to releasing aerial film for further reproduction.

P2ES will prepare a Flight Report and Film Record recording flight and camera and film information. Both records will be stored with the aerial film.

#### **1. Film Labeling**

Each exposure will be clearly labeled by mechanical means by an automatic film titler at the edge of the negative, just inside the image area, on the north edge. No thermal processes will be used. The labeling area will include the date of photography, scale of photography, roll number, strip number and exposure number.

#### **4. Geodetic Control**

P2ES will utilize airborne GPS for this project with thirty-five (35) supplemental ground control points (from year 2003) to support airborne GPS for Guadalupe and Comal Counties and approximately two hundred fifty (250) supplemental ground control points (from year 2005) to support airborne GPS for Bexar County. All supplemental control points will have GPS derived horizontal and vertical coordinates meeting the accuracy requirements set forth above. The same ground control will be used for years 2007 and 2008.

Additionally, existing control points may be used, provided P2ES can verify that they are visible from the air and that they have both horizontal and vertical values that meet or exceed the accuracy requirements.

To insure horizontal matching to the City of San Antonio's imagery, tie-points will be derived from the 2005 imagery.

Control and orthophotography will be mapped at NAD 83, Texas State Plane Coordinate System, South Central Zone, U.S. Survey Feet.

#### **5. Fully Analytical Aerotriangulation**

P2ES will utilize ISM Corporation's Digital Image Analytical Plotters (DiAP stations) for all photogrammetric mapping. The DiAP Station is a Soft Copy photogrammetric workstation based entirely on analytical photogrammetric algorithms and rasterized aerial film imagery technology.

##### **a. Aerial Film Scanning**

Scanning will be achieved directly from the aerial negative film. Electronic dodging eliminates the need for excessive handling and unnecessary reproduction. Great care will be given in handling the aerial film to prevent scratches or abrasions. Film will be handled and scanned in a clean room environment. No diapositives will be required for this process.

Prior to scanning, all film sources will be inspected for markings, dust, dirt, or any other foreign objects or markings that would degrade image quality. All such markings will be removed without damaging the source. All fiducial marks will be clearly visible in each scanned image.

P2ES will utilize the Vexcel Imaging VX-4000, specifically designed and manufactured for use on aerial film. The Vexcel scanner has a geometric accuracy of +/-3 microns RMSE and is capable of a minimum scanning resolution of 7.5 microns. The aerial film will be scanned at 15 microns or 1693 dpi.

**b. Point Marking, Mensuration, and Processing**

P2ES will utilize the DiAP in conjunction with AeroTriangulation Manager (ATM) software to mark and measure points for processing and extending the photo control. P2ES will process all data with Erio Technology's ALBANY software. The result of the aerotriangulation will be suitable to meet National Mapping Accuracy Standards for 1"=120' final output. A minimum of six pass-points per stereo-image with tie points to adjacent flight line will be digitally marked.

**6. Digital Orthophotography**

P2ES will provide in-house digital orthophotography processing and mosaicking to produce 0.50-foot ground resolution digital orthophotography.

**a. Digital Elevation Model (DEM)**

Existing DEM data (year 2003, 2004, and 2005) will be updated using the new aerial photography. All DEM data will be collected on a DiAP Station in an interactive manner by experienced Stereo Plotter Operators.

Mass elevation points, 3-D break lines, and 2-D break lines will be captured to support a DEM suitable for the development of the digital orthophotography. The density of the mass points will vary with the terrain during collection. 3-D visualization will assist in determining the density of mass points at the time of collection.

The resulting DEM data will be processed using ISM Corporation's TINCIP to produce a triangulated irregular network (TIN). The TIN surface will be used to remove relief displacement during the rectification process.

**b. Rectification**

P2ES will utilize ISM Corporation's SysImage Producer software for the development of the digital orthophotography. SysImage software incorporates the control and aerotriangulation results, camera calibration parameters, DEM, and the raw scanned images. The digital ortho algorithm essentially traces a ray from the ground pixel position through the lens perspective center. The algorithm uses the known bundle parameters to transfer the rays from image space to ground space one pixel at a time for the entire image.

**c. Digital Image Mosaics**

P2ES will perform a radiometric adjustment and color balance as needed of individual digital orthophoto images so that adjacent digital orthophoto images can be displayed simultaneously without an obvious visual edge seam between them. Localized adjustment of the brightness, contrast, and gamma values shall be performed to minimize tonal differences between the join areas. The radiometric adjustment will not compromise the accuracy, clarity, or resolution of the digital orthophoto images.

**d. Image Distortions**

Orthophotography will not contain defects such as out-of-focus imagery, dust marks, scratches, or inconsistencies in tone and density between individual orthophotography images and/or adjacent images. P2ES will be responsible for enhancing the image quality of areas of high distortion. Careful photo selection and advanced image processing tools will be used to correct or remove excessive distortions resulting from elevated surfaces in particular. This includes all bridges and overpasses. Mosaic lines will not pass through buildings or bridges.

**e. Visual Verification**

P2ES will perform a visual verification of the images before all deliveries to insure image completeness and that no gaps occur in the image area or over edge coverage.

P2ES' QC Manager shall verify radiometric accuracy by visual inspection of the digital orthophoto with the original unrectified image to determine if the digital orthophoto has the same or better image quality as the original unrectified aerial photography.

**f. File Size**

P2ES will deliver files as 7 ½ minute units that match the file naming and map sheet outline of the previous mapping.

**7. Raw Mosaic**

P2ES will utilize the alternate scenes scanned at 1693 DPI to produce a raw image mosaic product tied (simple rectification) to the year 2003 and year 2005 digital orthophotography of Bexar County, Texas. The resulting color imagery will have a ground pixel resolution of 6-inches. This product will be completed and delivered no later than January 31<sup>st</sup>.

**8. Quality Control**

Quality control is an important part of P2ES' services, and it plays a role in every task to achieve the final deliverable product. Quality control is led by our QC Manager/Specialist with over 30 years of experience in photogrammetric production quality control.

The following is a list of some of the QC steps:

- Inspection of the aerial film prior to scanning
- Review histogram after scanning
- Inspection of ground control data for proper photo ID, datum, and projection
- Aerotriangulation, model measurement interior orientation, tie point analysis, strip adjustment, and block adjustment
- 3D visualization of the DEM data
- Visualization of the final digital orthophoto files
- Project specification assurance such as project boundary coverage, proper sheet outline, file formats, and print quality
- Mapping will meet or exceed National Mapping Accuracy Standards with a horizontal accuracy of +/- 3.00 feet

**9. Delivery Products**

- a. 0.50-foot raw mosaic of Bexar Appraisal District's coverage area in MrSID Generation 2 format with SDW, 20:1 compression rate, delivered as individual quads
- b. 0.50-foot digital orthophotography for Guadalupe and Comal Counties in TIFF/TWF formats delivered as individual digital ortho quarter quads
- c. 0.50-foot digital orthophotography for Bexar County in TIFF/TWF formats delivered as individual 5k by 5k grid cells

Delivery Products, cont.

- d. 0.50-foot digital orthophotography for Bexar, Guadalupe, and Comal Counties in MrSID Generation 2 format with SDW, 20:1 compression rate, delivered as individual quads
- e. 0.50-foot digital orthophotography for Bexar, Guadalupe, and Comal Counties in ECW format, 20:1 compression rate, delivered as individual quads
- f. 0.50-foot digital orthophotography for Bexar, Guadalupe and Comal Counties in MrSID Generation 2 format with SDW, 300:1 compression rate, delivered as individual county mosaics
- g. 3.2808333-foot (1-meter) re-sampled ground resolution digital orthophotography for Bexar, Guadalupe, and Comal Counties in MrSID Generation 2 format with SDW, 50:1 compression rate, delivered as combined county mosaics.

All digital data will be delivered on an external hard drive provided by P2ES.

**10. Schedule**

Please see Exhibit A for the Project Timeline for Year 2006.

These dates are contingent upon having a signed Statement of work by November 8, 2005 and favorable weather conditions for quality aerial photography.

**11. Price**

P2ES will accomplish the services set forth in this Statement of Work for the prices shown below plus applicable sales tax.

**a. Single Year Price (Year 2006)**

- 1.) Comal and Guadalupe Counties, Texas: \$189,225.00
- 2.) Bexar County, Texas: \$215,660.00

**b. Comal and Guadalupe Counties, Texas**

- 1.) Year 2006: \$176,970.00
- 2.) Year 2007: \$179,820.00
- 3.) Year 2008: \$181,970.00

**c. Bexar County, Texas and Bexar Appraisal District Coverage Orthophotography and Raw Mosaic (includes 80% forward overlap for downtown, Medical Center and portion of I35 and I10)**

- 1.) Year 2006: \$202,280.00
- 2.) Year 2007: \$212,920.00
- 3.) Year 2008: \$216,820.00

Bexar Metro will have unrestricted rights to the digital imagery.

## 12. Data Distribution

P2ES will provide data distribution to individuals and organizations for the prices as shown below plus applicable sales tax and shipping:

### a. Entire Data Set:

1.) One (1) set of TIFF/TFW files on External Hard Drive:	\$5,000.00	Three Counties
2.) One (1) set of TIFF/TFW files on External Hard Drive:	\$2,500.00	Single County
3.) One (1) set of MrSID Files on External Hard Drive:	\$2,500.00	Three Counties
4.) One (1) set of MrSID Files on DVD:	\$1,200.00	Single County
5.) One (1) set of ECW Files on External Hard Drive:	\$2,500.00	Three Counties
6.) One (1) set of ECW Files on DVD:	\$1,200.00	Single County

### b. Individual Tiles or Map Sheets:

1.) Set-up for Distribution:	\$500.00 (\$250.00 for Cities)
2.) Per CD:	\$50.00
3.) Per DVD:	\$270.00

## 13. Payment Terms

P2ES shall invoice Bexar Metro monthly for a percentage of services rendered as shown below. Payment is due upon receipt of invoice. Commencing on 30 days following receipt of invoice, Customer shall be liable for monthly interest of 1½% per month on any unpaid amounts.

Bexar Metro shall pay 90% of each monthly invoice upon receipt. The balance of each invoice shall be held until the final delivery of the completed project for each year.

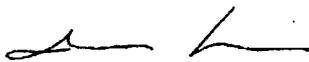
**Petroleum Place Energy Solutions, L.P.** hereby agrees to provide the aforementioned services and data to the **Bexar Metro 9-1-1 Network District** in accordance with this Statement of Work for the amounts shown above plus applicable sales tax.

The services and data offered in this Statement of Work are subject to the terms and conditions defined in the **Petroleum Place Energy Solutions, L.P.** Master Services Agreement Exhibit B, and are contingent upon execution of that agreement.

The parties understand and agree that Bexar Metro 9-1-1 Network District is a governmental entity operating under the laws of the State of Texas. This agreement and the fiscal year 2007 and 2008 financial obligations outlined in this Statement of Work are subject to the annual appropriations of public funds by the governing bodies of Bexar Metro 9-1-1 Network District, Bexar Appraisal District and the City of San Antonio.

**Note:** This proposal may be withdrawn by **Petroleum Place Energy Solutions, L.P.**, if not accepted within 30 days.

Statement of Work Submitted by:



Andy Longoria, Certified Photogrammetrist,  
Senior Account Manager, Photogrammetric Products & Services

*Confidential Information: This Statement of Work contains proprietary information and trade secrets that are property to Petroleum Place Energy Solutions, L.P. No portion of this Statement of Work is to be disclosed to third parties without the express consent of Petroleum Place Energy Solutions, L.P.*

**Acceptance of Proposal:**

The above services, data, cost, and terms described above are satisfactory and are hereby accepted. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal.



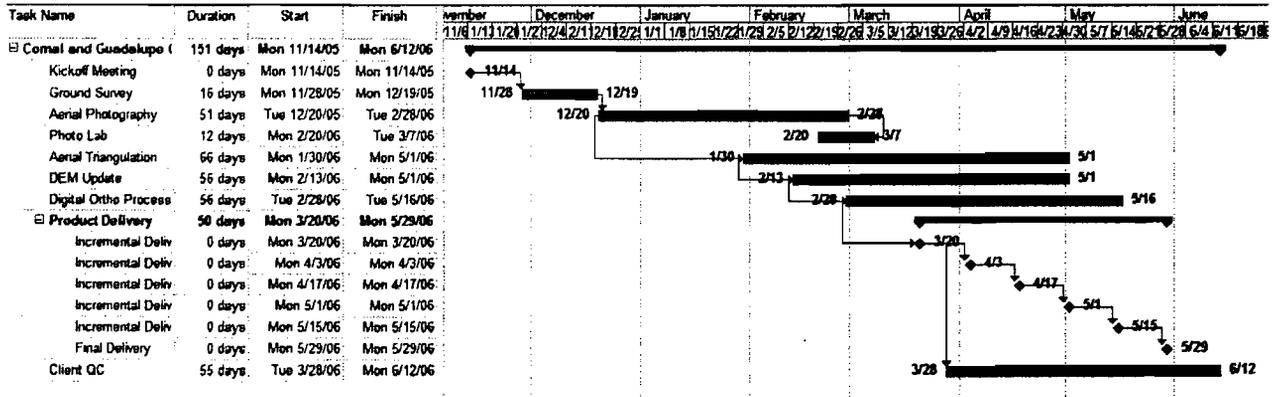
W. H. Buchholz, Executive Director  
Bexar Metro 9-1-1 Network District

Date of Acceptance: 11/7/05

# EXHIBIT A

## Project Timeline

### a. Comal County, Texas and Guadalupe County, Texas



### b. Bexar County, Texas and Bexar Appraisal District Coverage

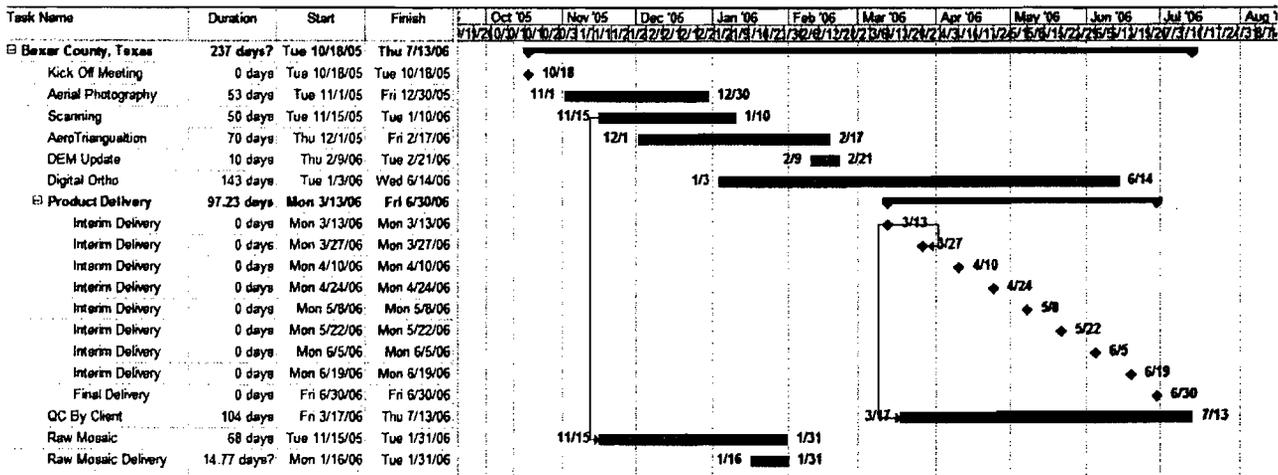


EXHIBIT B

PETROLEUM PLACE ENERGY SOLUTIONS, L.P.  
MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made effective on the Effective Date set forth below by and between Petroleum Place Energy Solutions, L.P. ("P2ES") and the following Customer, and shall remain in effect until terminated in accordance with the terms hereof:

Effective Date: November 7, 2005  
Name: W H Buchholtz, Executive Director  
Bexar Metro 9-1-1 Network District  
Address: 911 Saddle Tree Court  
City: San Antonio State: Texas Zip: 78231  
Telephone: 210-408-3911 Telecopy: 210-408-3912 Email: Bill@BexarMetro.com

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1.0 Services.

1.1 **Statement of Work.** P2ES agrees to provide to Customer certain computer system maintenance, consulting and programming services under the terms and conditions of this Agreement. The scope of the work to be performed, deliverables, project schedule, and rates for such services are detailed in the written statement of work attached hereto and made a part hereof (the "SOW").

1.2 **Non-exclusivity.** This Agreement shall not preclude P2ES from providing services to others which may result in computer programs techniques, products and documentation which are competitive, whether or not such materials are similar to materials developed by P2ES pursuant to this Agreement.

1.3 **Proprietary Rights.** P2ES does not convey nor does Customer obtain any right in the programs, systems or materials utilized or by P2ES in the performance of this Agreement (together with, but not limited to, their source codes and related documentation and instructions. P2ES shall hold all right, title, and interest in and to all techniques, methods, ideas, and programs developed by it in connection with the performance of the Agreement.

2.0 Payment

2.1 **Payment Terms.** P2ES shall invoice Customer monthly for services rendered. Payment is due upon receipt of invoice. Commencing on 30 days following receipt of invoice, Customer shall be liable for monthly interest of 1½% per month on any unpaid amounts as long as such is consistent with the rate permitted under Texas Government Code Chapter 2251 which shall apply to any late payments..

2.2 **Taxes.** Customer shall be liable for and pay to P2ES upon Customer's receipt of an invoice for any amounts paid or incurred by P2ES relating to taxes based on such fees and charges on this Agreement or the services rendered hereunder, regardless of how designated or levied, or whether so incurred or paid during or after the termination of this Agreement, including but not limited to state and local sales, privilege or excise taxes based on gross revenue, but excluding taxes based on net income.

2.3 **Fees and Expenses.** Customer shall pay fees for services performed by P2ES in accordance with the schedule of fees and payments included in the SOW.

**The terms and conditions set forth on the reverse of this page are an integral part of this Agreement.**

IN WITNESS WHEREOF, the parties hereto hereby warrant that they have the requisite authority to execute this Agreement, and have executed this Agreement, as of the Effective Date.

CUSTOMER: Bexar Metro 9-1-1 Network District

PETROLEUM PLACE ENERGY SOLUTIONS, L.P.

By: [Signature]  
Name: W.H. Buchholtz  
Title: Executive Director

By: [Signature]  
Name: Thomas Neubert  
Title: Senior Vice President

**3.0 Confidentiality.** Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations.

**4.0 Scheduling of Resources.** P2ES will use its best efforts to meet Customer's resource requirements for services under the SOW, and will inform Customer of their status. P2ES will not schedule resources or provide services if Customer has undisputed invoices that are fifteen days past due.

#### **5.0 Responsibilities**

**5.1 Of P2ES.** P2ES will provide resource(s) to perform the services outlined in the SOW, and the SOW references the Project Manager who will serve as the primary contact for P2ES.

**5.2 Of Customer.** Customer will assign a Project Manager who will serve as the primary contact for Customer. The SOW sets forth the name(s) of Customer's Authorized Representative(s) who are authorized to request and approve any changes to the SOW. Customer shall provide P2ES with full, free, and safe access to Customer's facilities for P2ES to fulfill P2ES' obligations. Customer shall promptly notify P2ES of any unsafe conditions to which P2ES resources could be exposed at any of Customer's facilities.

**6.0 Limitation of Liability.** IN NO EVENT WILL P2ES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY DUE TO ANY CAUSE WHATSOEVER, EVEN IF P2ES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. P2ES'S LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO P2ES FOR SERVICES RENDERED UNDER THIS AGREEMENT, EXCLUDING TRAVEL REIMBURSEMENTS. P2ES'S ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 6.0. This Section 6.0 shall survive termination of the Agreement.

**7.0 Warranties.** P2ES warrants that P2ES will perform the Services in a professional manner, and according to the description in the SOW. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7.0, P2ES MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING ANY SERVICES, DELIVERABLES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED BY P2ES UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND P2ES EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

**8.0 No Solicitation.** Customer hereby agrees that neither Customer nor any of its affiliates will hire, solicit, offer employment to, or otherwise retain or attempt to retain the services of any of the current employees of P2ES, for so long as they are employed by P2ES and for a period of one (1) year from the termination of their employment, without obtaining the prior written consent of P2ES. This provision will survive the termination of this Agreement for a period of (1) one year.

#### **9.0 Term and Termination.**

**9.1 Term.** This Agreement is effective upon the Effective Date listed above and shall remain in effect until terminated as provided herein.

*Confidential Information: This proposal contains proprietary information and trade secrets that are property to Petroleum Place Energy Solutions, L.P. No portion of this proposal is to be disclosed to third parties without the express consent of Petroleum Place Energy Solutions, L.P.*

**9.2 Termination Upon Notice.** Either party may at any time terminate this Agreement upon thirty (30) days prior written notice.

**9.3 Termination Upon Insolvency.** Either party may terminate this Agreement by written notice to the other, and regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

**9.4 Payment Due.** Notwithstanding the reason for or manner of termination of the Agreement, Customer shall pay for all services rendered by P2ES up to the effective date of termination of the Agreement within thirty (30) days of such termination date.

**10.0 Limited Time for Action.** No action, regardless of form, arising out of the services under this Agreement may be brought by either party more than one year after the cause of action as accrued, except that an action for nonpayment may be brought within one year of the date of last payment.

**11.0 Force Majeure.** P2ES shall not be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of P2ES, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.

#### **12.0 Miscellaneous.**

**12.1 Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given upon hand delivery or upon deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at the addresses set forth above.

**12.2 Independent Contractor.** Under this Agreement, P2ES shall be an independent contractor. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise under either federal or state law.

**12.3 Amendments and Waiver.** This Agreement may be amended or modified by, and only by, a written instrument executed by all the parties hereto. The terms of this Agreement may be waived by, and only by, a written instrument executed by the party against whom such waiver is sought to be enforced.

**12.4 Assignments and Parties in Interest.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by Customer without the prior written consent of P2ES.

**12.5 No Implied Rights or Remedies.** Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, or corporation, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

**12.6 Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof.

**12.7 Severability.** If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible.

**12.8 Applicable Law.** This Agreement has been accepted and made performable in Bexar County, Texas. This Agreement and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws. The exclusive venue for resolution of any dispute between the parties related to the subject matter of this Agreement shall be in Bexar County, Texas.

# **EXHIBIT A**

November 7, 2005

Bexar Metro 9-1-1 Network District  
Mr. Bob Long  
911 Saddle Tree Court  
San Antonio, TX 78231

Re: Proposed Statement of Work with Revised Master Service Agreement – Three-Year Contract for Updated 0.50-Foot Ground Resolution Color Digital Orthophotography for Bexar, Guadalupe, and Comal Counties, Texas

Dear Mr. Long:

P2 Energy Solutions, L.P. (P2ES) is pleased to provide Bexar Metro 9-1-1 Network District with the attached partially executed proposed Statement of Work (SOW) with revised Master Service Agreement (MSA). P2ES will acquire new color aerial photography and ground control and provide photogrammetric services to produce 0.50-foot ground resolution color orthophotography covering Bexar Guadalupe and Comal Counties, Texas for years 2006, 2007, and 2008.

The MSA has been revised to accept the changes requested by Bexar Metro to Sections 2.1 and 12.8.

P2ES will deliver the final digital orthophotography by the end of May with incremental deliveries to begin in March. Please see Exhibit A of the Statement of Work for the Project Timeline for Year 2006.

These dates are contingent upon having a signed Statement of work by November 8, 2005 and favorable weather conditions for quality aerial photography.

Bexar Metro 9-1-1 Network District has authorization to share the Statement of Work with officials form Bexar Appraisal District and the City of San Antonio.

Thank you for requesting this revised Statement of Work. Additionally, thank you for your business over the last three years. It's been a pleasure working with you and you staff. We sincerely hope to continue to provide our services to Bexar Metro 911 Network District and look forward to your favorable response. If you have any questions about this Statement of Work or should you require additional information, please contact me at 210-861-7679.

Best Regards,



Andy Longoria, Certified Photogrammetrist  
Senior Account Manager, Photogrammetric Products & Services

Enclosed: Two (2) Copies of P2ES' Proposed Statement of Work and MSA

Statement of Work: E050809 Rev. 3b  
Page 1 of 8

DATE: November 3, 2005

COMPANY: Bexar Metro 9-1-1 Network District  
ATTN: Mr. W. H. Buchholtz  
ADDRESS: 911 Saddle Tree Court  
San Antonio, TX 78231

PHONE: 210-408-3911  
FAX: 210-408-3912

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Three-Year Contract for Updated 0.50-Foot Ground Resolution Color Digital Orthophotography for Bexar, Guadalupe, and Comal Counties, Texas

### 1. Introduction

Petroleum Place Energy Solutions, L.P. (P2ES) will acquire new color aerial photography and ground control and provide photogrammetric services to produce 0.50-foot ground resolution color orthophotography covering Bexar, Guadalupe, and Comal Counties, Texas for years 2006, 2007, and 2008.

### 2. Project Management

P2ES will assign a Project Manager (PM) who will be responsible for this project. The PM will work closely with Bexar Metro 9-1-1 Network District (Bexar Metro) to develop the project specifications, work plan, and time line. The PM will coordinate flights, ground control, and all aspects of production through delivery and acceptance of the final products by Bexar Metro.

### 3. Aerial Photography

#### a. Project Area

P2ES will obtain color aerial photograph at a negative scale of 1"=800' and produce digital orthophotography for Bexar, Guadalupe, and Comal Counties, Texas. Additionally, P2ES will include the City of Fair Oaks Ranch, Texas. Fifty-one (51) flight lines and 3,221 exposures will be required to cover Bexar County, Texas, and sixty-five (65) flight lines and 2,896 exposures will be required to cover Guadalupe and Comal Counties, Texas.

#### b. Conditions during photography

Aerial photography will be accomplished using a camera with a calibrated six-inch focal length of 152 mm (+/- 3 mm) during a period when deciduous trees are barren, as local climatic conditions permit, and generally within two hours before and two hours after maximum sun angle, when the sun angle is not less than 30 degrees above the horizon. Photography will not be undertaken when the ground is obscured by cloud cover, haze, fog, or dust and when streams are not within their normal banks. The photographs will not contain objectionable shadows caused by relief or low solar altitude.

#### c. Flight Plan

The principal points of the first and last exposures of each flight strip will fall outside the boundaries of the project area. The final accepted flight plan will be developed after the contract award and will be submitted to Bexar Metro for approval. The same flight plan and photo points will be used for years 2007 and 2008.

*Confidential Information: This Statement of Work contains proprietary information and trade secrets that are property to Petroleum Place Energy Solutions, L.P. No portion of this Statement of Work is to be disclosed to third parties without the express consent of Petroleum Place Energy Solutions, L.P.*

**d. Forward Overlap**

Consecutive photos in each flight line will have an average forward overlap of 60 percent and an average side overlap of 30 percent to ensure full stereoscopic coverage.

**e. Crab**

Crab in excess of three (3) degrees with respect to both lines of flight may be cause for rejection of a flight strip or any portion thereof in which the excessive crab occurs. This includes relative crab between any two successive exposures.

**f. Tilt**

Tilt of the camera from vertical at the instant of exposure will not exceed three (3) degrees, nor shall it exceed five (5) degrees between successive exposure stations.

**g. Aircraft**

The aircraft will be adequately equipped with all essential geodetic and photographic instruments to meet the aerial photographic and airborne specifications of this project. A well-trained and experienced crew will operate the aircraft and all equipment and instruments. The design of the aircraft is such that, when the camera is mounted with all of its parts above the outer structure, an unobstructed view will be obtained, and it will be shielded from exhaust gases, oil effluence, and air turbulence. No window of glass or other material will be interposed between the camera and the ground to be photographed.

The flight information, as well as the aircraft description, serial numbers, identification numbers, approximate time and duration of flight, and the pilot's name will be furnished prior to the aerial mission if required.

**h. Aerial Camera**

Aerial photography will be accomplished using a Wild RC-30 precision aerial mapping camera with a calibrated 6-inch focal length of 152 mm (+/- 3 mm). The aerial camera will have a USGS Calibration Certificate no older than three years. Additionally, the camera will be equipped with a low distortion, high-resolution lens.

**i. Aerial Film**

Kodak 2405 aerial film or equivalent will be used for the project. The film will be fine grain, high-speed photographic emulsion on a dimensionally stable polyester base and will serve as the source for the creation of the digital orthophotography. Outdated film will not be used. The film will be stored and handled in accordance with the manufacturer's instructions.

**j. Film Processing and Image Quality**

The development, fixing, washing, and drying of all exposed photographic film will result in a quality image, with optimal contrast, tone, balance, resolution, uniformity in range of density, and fine grain exposures.

**k. Film Editing**

After processing has occurred, all of the film will be edited for correct processing parameters by use of a densitometer. All correct flight parameters such as navigation of the flight lines, end and side overlap, and correct negative scale are carefully checked prior to releasing aerial film for further reproduction.

P2ES will prepare a Flight Report and Film Record recording flight and camera and film information. Both records will be stored with the aerial film.

**1. Film Labeling**

Each exposure will be clearly labeled by mechanical means by an automatic film titler at the edge of the negative, just inside the image area, on the north edge. No thermal processes will be used. The labeling area will include the date of photography, scale of photography, roll number, strip number and exposure number.

**4. Geodetic Control**

P2ES will utilize airborne GPS for this project with thirty-five (35) supplemental ground control points (from year 2003) to support airborne GPS for Guadalupe and Comal Counties and approximately two hundred fifty (250) supplemental ground control points (from year 2005) to support airborne GPS for Bexar County. All supplemental control points will have GPS derived horizontal and vertical coordinates meeting the accuracy requirements set forth above. The same ground control will be used for years 2007 and 2008.

Additionally, existing control points may be used, provided P2ES can verify that they are visible from the air and that they have both horizontal and vertical values that meet or exceed the accuracy requirements.

To insure horizontal matching to the City of San Antonio's imagery, tie-points will be derived from the 2005 imagery.

Control and orthophotography will be mapped at NAD 83, Texas State Plane Coordinate System, South Central Zone, U.S. Survey Feet.

**5. Fully Analytical Aerotriangulation**

P2ES will utilize ISM Corporation's Digital Image Analytical Plotters (DiAP stations) for all photogrammetric mapping. The DiAP Station is a Soft Copy photogrammetric workstation based entirely on analytical photogrammetric algorithms and rasterized aerial film imagery technology.

**a. Aerial Film Scanning**

Scanning will be achieved directly from the aerial negative film. Electronic dodging eliminates the need for excessive handling and unnecessary reproduction. Great care will be given in handling the aerial film to prevent scratches or abrasions. Film will be handled and scanned in a clean room environment. No diapositives will be required for this process.

Prior to scanning, all film sources will be inspected for markings, dust, dirt, or any other foreign objects or markings that would degrade image quality. All such markings will be removed without damaging the source. All fiducial marks will be clearly visible in each scanned image.

P2ES will utilize the Vexcel Imaging VX-4000, specifically designed and manufactured for use on aerial film. The Vexcel scanner has a geometric accuracy of +/-3 microns RMSE and is capable of a minimum scanning resolution of 7.5 microns. The aerial film will be scanned at 15 microns or 1693 dpi.

**b. Point Marking, Mensuration, and Processing**

P2ES will utilize the DiAP in conjunction with AeroTriangulation Manager (ATM) software to mark and measure points for processing and extending the photo control. P2ES will process all data with Erio Technology's ALBANY software. The result of the aerotriangulation will be suitable to meet National Mapping Accuracy Standards for 1"=120' final output. A minimum of six pass-points per stereo-image with tie points to adjacent flight line will be digitally marked.

**6. Digital Orthophotography**

P2ES will provide in-house digital orthophotography processing and mosaicking to produce 0.50-foot ground resolution digital orthophotography.

**a. Digital Elevation Model (DEM)**

Existing DEM data (year 2003, 2004, and 2005) will be updated using the new aerial photography. All DEM data will be collected on a DiAP Station in an interactive manner by experienced Stereo Plotter Operators.

Mass elevation points, 3-D break lines, and 2-D break lines will be captured to support a DEM suitable for the development of the digital orthophotography. The density of the mass points will vary with the terrain during collection. 3-D visualization will assist in determining the density of mass points at the time of collection.

The resulting DEM data will be processed using ISM Corporation's TINCIP to produce a triangulated irregular network (TIN). The TIN surface will be used to remove relief displacement during the rectification process.

**b. Rectification**

P2ES will utilize ISM Corporation's SysImage Producer software for the development of the digital orthophotography. SysImage software incorporates the control and aerotriangulation results, camera calibration parameters, DEM, and the raw scanned images. The digital ortho algorithm essentially traces a ray from the ground pixel position through the lens perspective center. The algorithm uses the known bundle parameters to transfer the rays from image space to ground space one pixel at a time for the entire image.

**c. Digital Image Mosaics**

P2ES will perform a radiometric adjustment and color balance as needed of individual digital orthophoto images so that adjacent digital orthophoto images can be displayed simultaneously without an obvious visual edge seam between them. Localized adjustment of the brightness, contrast, and gamma values shall be performed to minimize tonal differences between the join areas. The radiometric adjustment will not compromise the accuracy, clarity, or resolution of the digital orthophoto images.

**d. Image Distortions**

Orthophotography will not contain defects such as out-of-focus imagery, dust marks, scratches, or inconsistencies in tone and density between individual orthophotography images and/or adjacent images. P2ES will be responsible for enhancing the image quality of areas of high distortion. Careful photo selection and advanced image processing tools will be used to correct or remove excessive distortions resulting from elevated surfaces in particular. This includes all bridges and overpasses. Mosaic lines will not pass through buildings or bridges.

**e. Visual Verification**

P2ES will perform a visual verification of the images before all deliveries to insure image completeness and that no gaps occur in the image area or over edge coverage.

P2ES' QC Manager shall verify radiometric accuracy by visual inspection of the digital orthophoto with the original unrectified image to determine if the digital orthophoto has the same or better image quality as the original unrectified aerial photography.

**f. File Size**

P2ES will deliver files as 7 ½ minute units that match the file naming and map sheet outline of the previous mapping.

**7. Raw Mosaic**

P2ES will utilize the alternate scenes scanned at 1693 DPI to produce a raw image mosaic product tied (simple rectification) to the year 2003 and year 2005 digital orthophotography of Bexar County, Texas. The resulting color imagery will have a ground pixel resolution of 6-inches. This product will be completed and delivered no later than January 31<sup>st</sup>.

**8. Quality Control**

Quality control is an important part of P2ES' services, and it plays a role in every task to achieve the final deliverable product. Quality control is led by our QC Manager/Specialist with over 30 years of experience in photogrammetric production quality control.

The following is a list of some of the QC steps:

- Inspection of the aerial film prior to scanning
- Review histogram after scanning
- Inspection of ground control data for proper photo ID, datum, and projection
- Aerotriangulation, model measurement interior orientation, tie point analysis, strip adjustment, and block adjustment
- 3D visualization of the DEM data
- Visualization of the final digital orthophoto files
- Project specification assurance such as project boundary coverage, proper sheet outline, file formats, and print quality
- Mapping will meet or exceed National Mapping Accuracy Standards with a horizontal accuracy of +/- 3.00 feet

**9. Delivery Products**

- a. 0.50-foot raw mosaic of Bexar Appraisal District's coverage area in MrSID Generation 2 format with SDW, 20:1 compression rate, delivered as individual quads
- b. 0.50-foot digital orthophotography for Guadalupe and Comal Counties in TIFF/TWF formats delivered as individual digital ortho quarter quads
- c. 0.50-foot digital orthophotography for Bexar County in TIFF/TWF formats delivered as individual 5k by 5k grid cells

Delivery Products, cont.

- d. 0.50-foot digital orthophotography for Bexar, Guadalupe, and Comal Counties in MrSID Generation 2 format with SDW, 20:1 compression rate, delivered as individual quads
- e. 0.50-foot digital orthophotography for Bexar, Guadalupe, and Comal Counties in ECW format, 20:1 compression rate, delivered as individual quads
- f. 0.50-foot digital orthophotography for Bexar, Guadalupe and Comal Counties in MrSID Generation 2 format with SDW, 300:1 compression rate, delivered as individual county mosaics
- g. 3.2808333-foot (1-meter) re-sampled ground resolution digital orthophotography for Bexar, Guadalupe, and Comal Counties in MrSID Generation 2 format with SDW, 50:1 compression rate, delivered as combined county mosaics.

All digital data will be delivered on an external hard drive provided by P2ES.

**10. Schedule**

Please see Exhibit A for the Project Timeline for Year 2006.

These dates are contingent upon having a signed Statement of work by November 8, 2005 and favorable weather conditions for quality aerial photography.

**11. Price**

P2ES will accomplish the services set forth in this Statement of Work for the prices shown below plus applicable sales tax.

**a. Single Year Price (Year 2006)**

- 1.) Comal and Guadalupe Counties, Texas: \$189,225.00
- 2.) Bexar County, Texas: \$215,660.00

**b. Comal and Guadalupe Counties, Texas**

- 1.) Year 2006: \$176,970.00
- 2.) Year 2007: \$179,820.00
- 3.) Year 2008: \$181,970.00

**c. Bexar County, Texas and Bexar Appraisal District Coverage Orthophotography and Raw Mosaic (includes 80% forward overlap for downtown, Medical Center and portion of I35 and I10)**

- 1.) Year 2006: \$202,280.00
- 2.) Year 2007: \$212,920.00
- 3.) Year 2008: \$216,820.00

Bexar Metro will have unrestricted rights to the digital imagery.

**12. Data Distribution**

P2ES will provide data distribution to individuals and organizations for the prices as shown below plus applicable sales tax and shipping:

**a. Entire Data Set:**

1.) One (1) set of TIFF/TFW files on External Hard Drive:	\$5,000.00	Three Counties
2.) One (1) set of TIFF/TFW files on External Hard Drive:	\$2,500.00	Single County
3.) One (1) set of MrSID Files on External Hard Drive:	\$2,500.00	Three Counties
4.) One (1) set of MrSID Files on DVD:	\$1,200.00	Single County
5.) One (1) set of ECW Files on External Hard Drive:	\$2,500.00	Three Counties
6.) One (1) set of ECW Files on DVD:	\$1,200.00	Single County

**b. Individual Tiles or Map Sheets:**

1.) Set-up for Distribution:	\$500.00 (\$250.00 for Cities)
2.) Per CD:	\$50.00
3.) Per DVD:	\$270.00

**13. Payment Terms**

P2ES shall invoice Bexar Metro monthly for a percentage of services rendered as shown below. Payment is due upon receipt of invoice. Commencing on 30 days following receipt of invoice, Customer shall be liable for monthly interest of 1½% per month on any unpaid amounts.

Bexar Metro shall pay 90% of each monthly invoice upon receipt. The balance of each invoice shall be held until the final delivery of the completed project for each year.

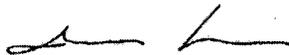
**Petroleum Place Energy Solutions, L.P.** hereby agrees to provide the aforementioned services and data to the **Bexar Metro 9-1-1 Network District** in accordance with this Statement of Work for the amounts shown above plus applicable sales tax.

The services and data offered in this Statement of Work are subject to the terms and conditions defined in the **Petroleum Place Energy Solutions, L.P. Master Services Agreement Exhibit B**, and are contingent upon execution of that agreement.

The parties understand and agree that Bexar Metro 9-1-1 Network District is a governmental entity operating under the laws of the State of Texas. This agreement and the fiscal year 2007 and 2008 financial obligations outlined in this Statement of Work are subject to the annual appropriations of public funds by the governing bodies of Bexar Metro 9-1-1 Network District, Bexar Appraisal District and the City of San Antonio.

**Note:** This proposal may be withdrawn by **Petroleum Place Energy Solutions, L.P.**, if not accepted within 30 days.

Statement of Work Submitted by:



Andy Longoria, Certified Photogrammetrist,  
Senior Account Manager, Photogrammetric Products & Services

*Confidential Information: This Statement of Work contains proprietary information and trade secrets that are property to Petroleum Place Energy Solutions, L.P. No portion of this Statement of Work is to be disclosed to third parties without the express consent of Petroleum Place Energy Solutions, L.P.*

**Acceptance of Proposal:**

The above services, data, cost, and terms described above are satisfactory and are hereby accepted. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal.



W. H. Buchholz, Executive Director  
Bexar Metro 9-1-1 Network District

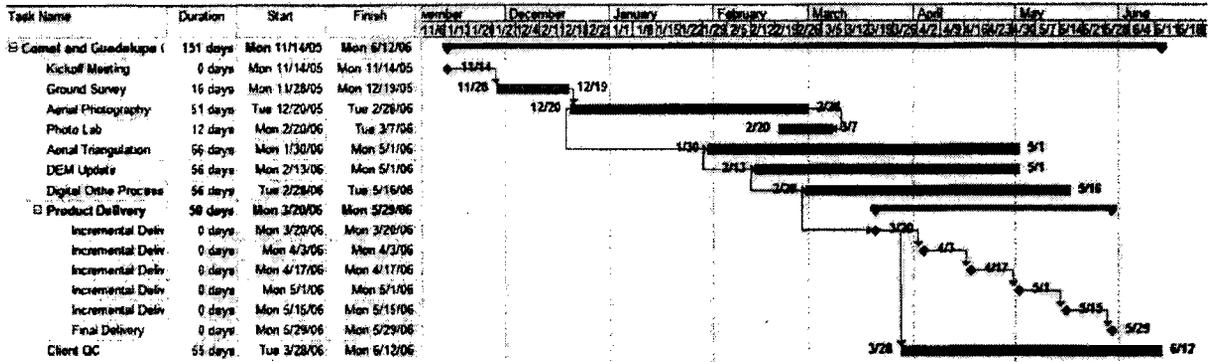
Date of Acceptance: \_\_\_\_\_

11/7/05

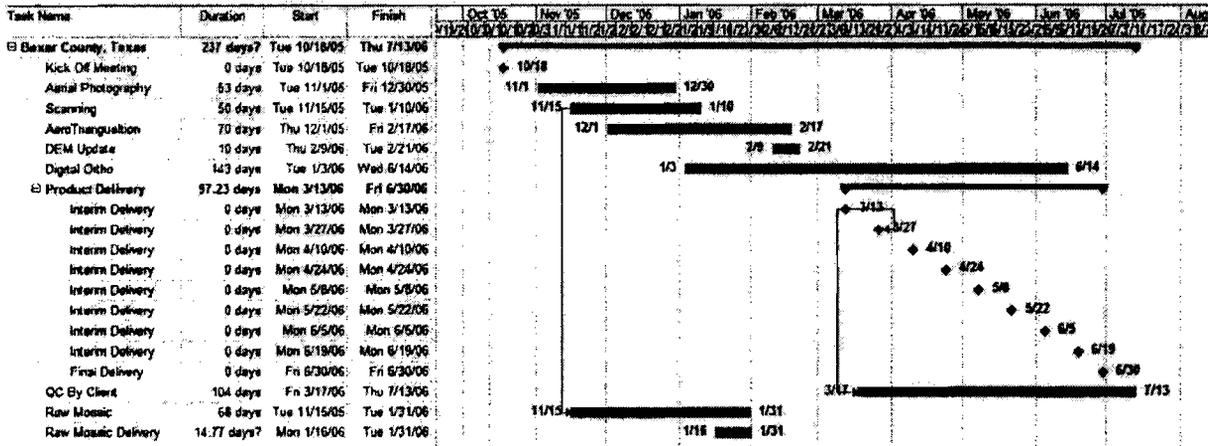
# EXHIBIT A

## Project Timeline

### a. Comal County, Texas and Guadalupe County, Texas



### b. Bexar County, Texas and Bexar Appraisal District Coverage



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EXHIBIT B

PETROLEUM PLACE ENERGY SOLUTIONS, L.P.  
MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made effective on the Effective Date set forth below by and between Petroleum Place Energy Solutions, L.P. ("P2ES") and the following Customer, and shall remain in effect until terminated in accordance with the terms hereof:

Effective Date: November 7, 2005  
Name: W H Buchholtz, Executive Director  
Bexar Metro 9-1-1 Network District  
Address: 911 Saddle Tree Court  
City: San Antonio State: Texas Zip: 78231  
Telephone: 210-408-3911 Telecopy: 210-408-3912 Email: Bill@BexarMetro.com

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1.0 Services

1.1 **Statement of Work** P2ES agrees to provide to Customer certain computer system maintenance, consulting and programming services under the terms and conditions of this Agreement. The scope of the work to be performed, deliverables, project schedule, and rates for such services are detailed in the written statement of work attached hereto and made a part hereof (the "SOW").

1.2 **Non-exclusivity.** This Agreement shall not preclude P2ES from providing services to others which may result in computer programs techniques, products and documentation which are competitive, whether or not such materials are similar to materials developed by P2ES pursuant to this Agreement.

1.3 **Proprietary Rights.** P2ES does not convey nor does Customer obtain any right in the programs, systems or materials utilized or by P2ES in the performance of this Agreement (together with, but not limited to, their source codes and related documentation and instructions. P2ES shall hold all right, title, and interest in and to all techniques, methods, ideas, and programs developed by it in connection with the performance of the Agreement.

2.0 Payment

2.1 **Payment Terms.** P2ES shall invoice Customer monthly for services rendered. Payment is due upon receipt of invoice. Commencing on 30 days following receipt of invoice, Customer shall be liable for monthly interest of 1 1/2% per month on any unpaid amounts as long as such is consistent with the rate permitted under Texas Government Code Chapter 2251 which shall apply to any late payments..

2.2 **Taxes.** Customer shall be liable for and pay to P2ES upon Customer's receipt of an invoice for any amounts paid or incurred by P2ES relating to taxes based on such fees and charges on this Agreement or the services rendered hereunder, regardless of how designated or levied, or whether so incurred or paid during or after the termination of this Agreement, including but not limited to state and local sales, privilege or excise taxes based on gross revenue, but excluding taxes based on net income.

2.3 **Fees and Expenses.** Customer shall pay fees for services performed by P2ES in accordance with the schedule of fees and payments included in the SOW.

**The terms and conditions set forth on the reverse of this page are an integral part of this Agreement.**

IN WITNESS WHEREOF, the parties hereto hereby warrant that they have the requisite authority to execute this Agreement, and have executed this Agreement, as of the Effective Date.

CUSTOMER: Bexar Metro 9-1-1 Network District

PETROLEUM PLACE ENERGY SOLUTIONS, L.P.

By: [Signature]

By: [Signature]

Name: W.H. Buchholtz

Name: Thomas Neubert

Title: Executive Director

Title: Senior Vice President

*Confidential Information: This proposal contains proprietary information and trade secrets that are property to Petroleum Place Energy Solutions, L.P. No portion of this proposal is to be disclosed to third parties without the express consent of Petroleum Place Energy Solutions, L.P.*

**3.0 Confidentiality.** Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations.

**4.0 Scheduling of Resources.** P2ES will use its best efforts to meet Customer's resource requirements for services under the SOW, and will inform Customer of their status. P2ES will not schedule resources or provide services if Customer has undisputed invoices that are fifteen days past due.

#### **5.0 Responsibilities**

**5.1 Of P2ES.** P2ES will provide resource(s) to perform the services outlined in the SOW, and the SOW references the Project Manager who will serve as the primary contact for P2ES.

**5.2 Of Customer.** Customer will assign a Project Manager who will serve as the primary contact for Customer. The SOW sets forth the name(s) of Customer's Authorized Representative(s) who are authorized to request and approve any changes to the SOW. Customer shall provide P2ES with full, free, and safe access to Customer's facilities for P2ES to fulfill P2ES' obligations. Customer shall promptly notify P2ES of any unsafe conditions to which P2ES resources could be exposed at any of Customer's facilities.

**6.0 Limitation of Liability.** IN NO EVENT WILL P2ES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY DUE TO ANY CAUSE WHATSOEVER, EVEN IF P2ES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. P2ES'S LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO P2ES FOR SERVICES RENDERED UNDER THIS AGREEMENT, EXCLUDING TRAVEL REIMBURSEMENTS. P2ES'S ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 6.0. This Section 6.0 shall survive termination of the Agreement.

**7.0 Warranties.** P2ES warrants that P2ES will perform the Services in a professional manner, and according to the description in the SOW. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7.0, P2ES MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING ANY SERVICES, DELIVERABLES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED BY P2ES UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND P2ES EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

**8.0 No Solicitation.** Customer hereby agrees that neither Customer nor any of its affiliates will hire, solicit, offer employment to, or otherwise retain or attempt to retain the services of any of the current employees of P2ES, for so long as they are employed by P2ES and for a period of one (1) year from the termination of their employment, without obtaining the prior written consent of P2ES. This provision will survive the termination of this Agreement for a period of (1) year.

#### **9.0 Term and Termination.**

**9.1 Term.** This Agreement is effective upon the Effective Date listed above and shall remain in effect until terminated as provided herein.

*Confidential Information: This proposal contains proprietary information and trade secrets that are property to Petroleum Place Energy Solutions, L.P. No portion of this proposal is to be disclosed to third parties without the express consent of Petroleum Place Energy Solutions, L.P.*

**9.2 Termination Upon Notice.** Either party may at any time terminate this Agreement upon thirty (30) days prior written notice.

**9.3 Termination Upon Insolvency.** Either party may terminate this Agreement by written notice to the other, and regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

**9.4 Payment Due.** Notwithstanding the reason for or manner of termination of the Agreement, Customer shall pay for all services rendered by P2ES up to the effective date of termination of the Agreement within thirty (30) days of such termination date.

**10.0 Limited Time for Action.** No action, regardless of form, arising out of the services under this Agreement may be brought by either party more than one year after the cause of action as accrued, except that an action for nonpayment may be brought within one year of the date of last payment.

**11.0 Force Majeure.** P2ES shall not be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of P2ES, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.

#### **12.0 Miscellaneous.**

**12.1 Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given upon hand delivery or upon deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at the addresses set forth above.

**12.2 Independent Contractor.** Under this Agreement, P2ES shall be an independent contractor. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise under either federal or state law.

**12.3 Amendments and Waiver.** This Agreement may be amended or modified by, and only by, a written instrument executed by all the parties hereto. The terms of this Agreement may be waived by, and only by, a written instrument executed by the party against whom such waiver is sought to be enforced.

**12.4 Assignments and Parties in Interest.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by Customer without the prior written consent of P2ES.

**12.5 No Implied Rights or Remedies.** Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, or corporation, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

**12.6 Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof.

**12.7 Severability.** If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible.

**12.8 Applicable Law.** This Agreement has been accepted and made performable in Bexar County, Texas. This Agreement and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws. The exclusive venue for resolution of any dispute between the parties related to the subject matter of this Agreement shall be in Bexar County, Texas.

**MEETING OF THE CITY COUNCIL**

*back ordinance*

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)

AGENDA ITEM NUMBER: 27 Dm

DATE: APR 05 2007

MOTION: \_\_\_\_\_

ORDINANCE NUMBER 2007-04-05-0380

RESOLUTION NUMBER: \_\_\_\_\_

ZONING CASE NUMBER: \_\_\_\_\_

TRAVEL AUTHORIZATION: \_\_\_\_\_

			NAV
ROGER O. TEORIS District 1			
SHEILA D. MCNEIL District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PAT FRADEE District 5			
DELICIA HERRERA District 6			
ELENA GUJARDO District 7			
ART A HALL District 8			
KEVIN A. WOLFF District 9			
CHRISTOPHER CHIPP HAASS District 10			
PHIL HANDBERGER Mayor			

VIA

**CONSENT AGENDA**