

**INTERAGENCY COOPERATION CONTRACT**

**THIS CONTRACT AND AGREEMENT** is entered into by and between the governmental entities shown below as contracting parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act," Texas Government Code, Ch. 771.

**I. CONTRACTING PARTIES:**

The Receiving Agency: Polk County Texas (Departments)  
(PC Emergency Management; PC Environmental Srvs/Fire Marshall; PC Sheriff Office)  
The Performing Agency: Polk Central Appraisal District

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

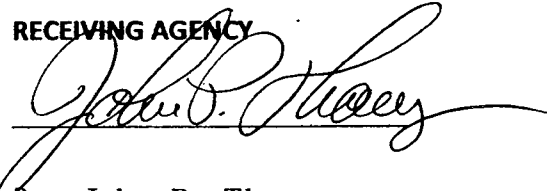
The Performing Agency will provide Pictometry Imagery to the Receiving Agency, subject to the terms contained in the Licensing Agreement provided at Attachment 1.

**III. TERM OF CONTRACT:**

This Contract is to begin (date) 10-27-2009 and shall terminate (date) 10-26-2011.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: The services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected governmental entities.

The undersigned parties bind themselves to the faithful performance of this contract.

**RECEIVING AGENCY**  
  
By John P. Thompson

Polk County Judge

Date 10-27-2009

**PERFORMING AGENCY**  
Polk Central Appraisal District  
By \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**Polk Central Appraisal District**  
**Pictometry Licensing Agreement**

- 1) Polk Central Appraisal District has, and expressly retains, the exclusive copyright of each image, and any unauthorized use constitutes an infringement of copyright law. All rights are reserved except those specifically granted below.
- 2) The governmental entity may edit, crop, resize, alter or change the image in any way it deems necessary. The governmental entity may also scan or copy the imagery for governmental use only.
- 3) The governmental entity is prohibited from selling or otherwise distributing, other than hard copies to meet normal business needs, the image or any derivative work of the image to any third party for any purpose. Any posting or use of the imagery on a web site shall be restricted to password-protected sites accessible only to employees of that governmental entity and including a statement that the Polk Central Appraisal District owns the copyright to the imagery. The governmental entity or its employees may not assign this license.
- 4) This license becomes effective upon acceptance of this imagery.
- 5) In no event shall Polk Central Appraisal District be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or other loss) arising out of the use or inability to use any image licensed.
- 6) This license is non-exclusive and will continue for the maximum period permitted by law.
- 7) This license constitutes the entire agreement between the Polk Central Appraisal District and the governmental entity and may not be modified without written consent of the Polk Central Appraisal District. This license is governed by the laws of the State of Texas, and venue shall lie in Polk County, Texas. This license shall terminate immediately and automatically without notice if the governmental entity or its employees or agents fail to comply with any of the terms or conditions of this license. Any provision or part of this license which may be determined to be void or unenforceable shall be deemed omitted and the remainder of this license shall remain in full force and effect.

- 8) Any request for copies of the imagery under the Public Information Act, Texas Governmental Code, Chapter 552, or any other authority must be forwarded to the Polk Central Appraisal District as soon as possible. The Polk Central Appraisal District contact person for open records request is as follows:

Chief Appraiser  
Polk Central Appraisal District  
114 Matthews  
Livingston, TX 77351

Tel #: (936)-327-2174  
Fax #: (936)-327-2545