COUNTY OF LOS ANGELES
CHIEF INFORMATION OFFICE
Los Angeles World Trade Center
350 South Figueroa Street, Suite 188
Los Angeles, CA 90017

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Telephone: (213) 253-5600
Facsimile: (213) 633-4733

December 03, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AGREEMENT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR ACQUISITION OF DIGITAL AERIAL DATA AND AMENDMENT NO. 4 WITH DEWBERRY & DAVIS SERVICES OPERATIONS, INC. FOR RELATED QUALITY ASSURANCE/QUALITY CONTROL SERVICES

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Chief Information Office is requesting Board approval of a new Agreement with Pictometry International Corporation for the acquisition of Digital Aerial Data products, which will update existing data acquired in 2006, 2008, and 2011; and request approval of Amendment No. 4 to the existing Agreement No. 340290 with Dewberry & Davis Services Operations, Inc. for related quality assurance/quality control services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to execute an Agreement (Attachment A) between the County of Los Angeles and Pictometry International Corporation (Pictometry) for the acquisition of Countywide digital aerial data products, effective upon your Board's approval, for an initial phase of four years with a maximum contract sum of $2,261,095.85.

2. Delegate authority to the Chief Information Officer to execute future Amendments to the Agreement with Pictometry in order to: (i) add acquisition of other products included in Pictometry's proposal, such as Digital Terrain Data, and (ii) extend the term of the Agreement for a maximum of three additional phases, with each phase up to four years long, when it is determined that funding from project participants will ensure full cost recovery, subject to the review and approval of County Counsel and notification to your Board.

3. Approve and instruct the Chairman to execute Amendment No. 4 (Attachment B) to the existing Agreement No. 340290 between the County of Los Angeles and Dewberry & Davis Services Operations, Inc. (Dewberry & Davis) to acquire digital aerial data quality assurance/quality control, creation of certain images, and distribution of all Los Angeles Regional Imagery Consortium (LAR-IAC4) data products to the project participants. Amendment No. 4 will extend the existing Agreement No. 340290 term for one year following Board approval with two one-year options, at the County's discretion, and increase the maximum contract sum by $500,951, from $1,699,517 to $2,200,468.

4. Approve the use of $2 million from the Information Technology Fund (ITF) to encumber necessary funding and, if required, to ensure timely payment of invoices for each Agreement established to support LAR-IAC4. The requested funds will be returned to the ITF on receipt of committed funds from participating municipalities and other government agencies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this Agreement will enable Pictometry to provide high resolution oblique imagery, orthogonal imagery, and building representations of the entire Los Angeles County region.

This imagery will be distributed to members of LAR-IAC, which was established in 2003, to significantly reduce the cost of this imagery for the entire County region by sharing acquisition and processing costs between the County and other public entities.

LAR-IAC has delivered highly accurate digital aerial images and elevation datasets to participants. The sharing of costs has saved participants an estimated $14 million in acquisition costs since program inception. Seventy-four (74) cities, County departments, and agencies have benefited through these cost savings. These entities are listed in Attachment C.

The integration of high quality aerial imagery with Geographical Information Systems (GIS) has been demonstrated to significantly increase worker productivity, quality, and improved service to constituents. Orthoginal and oblique imagery and associated data allows users to zoom in on any parcel and see all sides of buildings to measure heights, look at structures from several different angles, find elevation from any point of the image, etc. The imagery is helping Departments in many activities especially with property assessment, facilities management, flood control, road design, planning, zoning activities, and zoning enforcement.

The County’s Enterprise GIS Program will store and provide access to the data from the Central GIS Repository.

Performance Measures

The existing Agreement No. 340290 with Dewberry provides for detailed quality assurance and control services by a company with outside expertise to measure Pictometry’s work performance on fifteen (15) deliverables outlined in the Agreement with Pictometry, which include, among others, project work plans, data quality and accuracy, delivery schedule, and success of online access methods.

Implementation of Strategic Plan Goals

LAR-IAC4 supports the following County Strategic Goals:

1. Service Excellence
The acquired imagery will assist in providing the public with personalized spatially specific information and direct services through Web-based spatially enabled imagery (land use, law enforcement, access to County service locations, etc.).

2. Workforce Excellence
Use of this imagery, combined with other data layers (parcel data, street networks, service boundaries, political boundaries, etc.), will allow the County workforce to make better decisions by adding a visual context to constituent issues and needs. Imagery will also provide information to correct errors in parcel, land use, and permit tabular data.

3. Organizational Effectiveness
The use of standardized imagery will introduce a common language tool to all County Departments and outside participating agencies to visualize the same land use issues in the same way through a common geospatial image and data layers. The service delivery systems are more efficient because the cost of the imagery and tools are shared and will allow participating Departments and agencies to concentrate on their core missions.

4. Fiscal Responsibility
By sharing the cost for acquiring this data, the County will save 40 percent over the cost of obtaining this necessary imagery independently.

FISCAL IMPACT/FINANCING

The maximum County obligation for the term of the Pictometry Agreement and Dewberry & Davis Amendment is $2,261,095.85 and $500,951 respectively, with the County's share to be reduced by the amounts contributed by the participating public entities. Each of the prior LAR-IAC acquisitions have resulted in a surplus which has been applied to reduce the cost of the next acquisition. A surplus of $105,000 from LAR-IAC3 will be applied to LAR-IAC4. To date, the written and verbal expressions of interest received by the County from public entities interested in participating in the LAR-IAC4 will reduce the net County obligation to $1.5 million (a 50 percent savings). County costs are included in departmental cost allocations from the Enterprise GIS Program; therefore, no additional County funds are required.

Bridge funding of $2 million from the Information Technology Fund (ITF) has historically been authorized to ensure full funding of this program until such time that contributions have been received from participating public entities.

The LAR-IAC program is structured to require no additional Net County Costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement with Pictometry will become effective upon its execution by your Board and will continue for the term of the initial phase of four (4) years. Initial deliveries of imagery are expected within the first month of flights, with final delivery anticipated by September 15, 2014.

The Pictometry Agreement includes options to extend the term of the contract up to three (3) times to acquire updated products in future LAR-IAC phases (LAR-IAC5, 6, and 7), with County Counsel approval and Board notification. Pricing for future LAR-IAC phases will be renegotiated under the

"Most Favored Public Entity" provision under the Agreement.

The Agreement contains all the latest Board-mandated provisions, such as the Federal Earned Income Tax Credit, Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law and Prohibition against Assignment and Delegation.

The Agreement also contains all applicable provisions to protect the County in the event of delayed or deficient performance and/or breach of warranties, including credits for delayed performance, warranties, and intellectual property indemnification.

This Agreement has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On July 11, 2013, CIO released an open and competitive Request for Proposals (RFP) for Digital Aerial Data. Five (5) companies which, based on County's research and past contacts, provide Digital Aerial Data solutions, were notified of the RFP via direct E-mail. The RFP document was also posted as a contracting opportunity announcement on the County's "Doing Business with Us" Website. Eleven (11) companies that provide Digital Aerial Data attended a Mandatory Proposer's Conference on August 1, 2013.

Vendor Selection Process

Two (2) companies responded by the August 22, 2013 RFP submission deadline. In compliance with the Board Policies 5.054 (County's Evaluation Methodology for Proposals) and 5.055 (Services Contract Solicitation Protest Guidelines and Procurement Protocols), an evaluation committee, consisting of expert staff from various LAR-IAC participating agencies, performed a detailed assessment and evaluation of the proposals. It was determined by the evaluation committee that both of the proposals received met the County's minimum requirements and had the capability of providing the required work.

Following scoring of the proposals based on the evaluation criteria and guidelines, the evaluation committee recommended Pictometry for award based on the lowest cost and highest overall evaluation score. As part of its proposal, Pictometry also accepted all of the terms and conditions included in the Required Agreement attached to the RFP.

The non-selected proposer was notified per County guidelines on September 9, 2013, subsequent to which the vendor requested a debriefing. The debriefing was held via Web conference on September 13, 2013; but non-selected proposer did not file a formal protest.

This Agreement is not a Proposition A contract and is, therefore, not subject to the requirements of the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The acquisition of updated Digital Aerial Data as part of LAR-IAC4 will achieve the following benefits:

- Cost savings: 40 percent on imagery acquisition costs based on the collaboration with other public entities, volume discount pricing and cost-sharing through the joint acquisition strategy.

- Cost savings: 50-75 percent reduction in the indirect costs associated with the legal and procurement process by eliminating multiple procurements of the same product.

- Increased worker productivity: High levels of precision in digital aerial imagery tools will reduce time spent on site visits and provide a more comprehensive view of land use issues.

- Enhanced decision support: Digital imagery will aid in understanding and providing a context to constituent issues regarding land use issues at Board meetings, community meetings, hearings, etc.

- Service enhancement: Unifying digital aerial imagery will improve communication among all Los Angeles County government entities.

- Service enhancement: Integration of digital aerial imagery with GIS parcel databases and other GIS layers will provide a better context for improving the decision-making process.

- Future cost avoidance: Elimination of multiple acquisitions from agencies for the same area.

CONCLUSION

The approval of this Agreement will allow LAR-IAC to move forward with the acquisition and deployment of oblique imagery, orthogonal imagery and updated building representations, and achieve the goal of cost saving and increased benefits to our constituents through meaningful public agency collaboration and partnerships.

Upon your Board's approval, it is requested that the Executive Officer-Clerk of the Board return one Adopted stamped copy of the Board letter and three executed copies of the Agreement and Amendment No. 4 to the Chief Information Officer for further processing.

Respectfully submitted,

RICHARD SANCHEZ
Chief Information Officer

RS:pg

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel

Attachment A

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PICTOMETRY INTERNATIONAL CORP.
FOR
DIGITAL AERIAL DATA

AGREEMENT NUMBER _____

DECEMBER 2013

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Exhibit H	Safely Surrendered Baby Law
Exhibit I	Jury Service Ordinance
Exhibit J	Request for Proposals [incorporated by reference]
Exhibit K	Contractor's Proposal [incorporated by reference]

This Agreement is entered into this ___ day of _____, 2013 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Pictometry International Corp., a Delaware corporation (hereinafter Contractor") (hereinafter collectively also the "parties").

RECITALS

WHEREAS, Contractor is in the business of capturing, licensing and supporting digital aerial data and providing related software and services; and

WHEREAS, County is authorized by, inter alia, California Government Code section 31000 to contract for goods and services, including the work contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for capturing, licensing and supporting Digital Aerial Data for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC); and

WHEREAS, Contractor has submitted a proposal to County response to the RFP, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1. APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The provisions of this document (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H and I including Attachments and Schedules thereto, attached hereto, and Exhibits J and K, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other Work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, then such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Scope of Work

- Exhibit A.1 – Scope of Work – Oblique Images
- Exhibit A.2 – Scope of Work – Orthogonal Images
- Exhibit A.3 – Scope of Work – Building Representations
- Exhibit A.4 – Scope of Work – Digital Terrain Data

Exhibit B – Participating Entities

Exhibit C – Schedule for External Entities

Exhibit D – Administration of Agreement – County

Exhibit E – Administration of Agreement – Contractor

Exhibit F – Contractor's EEO Certification

Exhibit G – Confidentiality and Assignment Agreement

Exhibit H – Safely Surrendered Baby Law

Exhibit I – Jury Service Ordinance

Exhibit J – Request for Proposals [incorporated by reference]

Exhibit K – Contractor's Proposal [incorporated by reference]

1.2 ENTIRE AGREEMENT

This Base Agreement, together with the Recitals and all Exhibits, Attachments and Schedules (hereinafter collectively referred to as the "Agreement"), as further defined in Paragraph 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 ACCEPTANCE ; ACCEPTED

The terms "Acceptance" and "Accepted", whether with lower case or upper case initial letter, shall have the meanings specified in Paragraph 6.3.1 (Acceptance Criteria) below.

1.3.2 ACCEPTANCE CRITERIA

The term "Acceptance Criteria" shall mean the agreed upon quality control standards for verifying that the Work provided by Contractor under this Agreement meets the requirements hereof, as set forth in Section 1.4 (Acceptance Criteria) of the applicable Statement of Work and further defined in Paragraph 6.3.1 (Acceptance Criteria) below.

1.3.3 ADDITIONAL PHASE

The term "Additional Phase" shall have the meaning specified in Paragraph 7.2 (Extended Term) below.

1.3.4 ANNUAL FEE

The term "Annual Fee" shall mean any annual amount that may be paid by County to Contractor for the Work provided by Contractor under the Agreement.

1.3.5 AUTHORIZED DEPARTMENT

The term "Authorized Department" shall mean any of the County Departments approved by County to enjoy the License granted by this Agreement and listed in Exhibit B (Participating Entities), as further set forth in Paragraph 11.1 (Authorized Entities) below.

1.3.6 AUTHORIZED ENTITY

The term "Authorized Entity" shall mean any entity authorized by County to enjoy the License granted by this Agreement, including any Authorized Department and/or Authorized Participant, as further set forth in Paragraph 11.1 (Authorized Entities) below.

1.3.7 AUTHORIZED PARTICIPANT

The term "Authorized Participant" shall mean any non-County Participating Entity

authorized by County to enjoy the License granted by this Agreement and listed in Exhibit B (Participating Entities), as further set forth in Paragraph 11.1 (Authorized Entities) below.

1.3.8 AUTHORIZED USER

The term "Authorized User" shall have the meaning specified in Paragraph 11.2 (Authorized Users) below.

1.3.9 AMENDMENT

The term "Amendment" shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.10 BASE AGREEMENT

The term "Base Agreement" shall have the meaning specified in Paragraph 1.1 (Interpretation) above.

1.3.11 BOARD OF SUPERVISORS; BOARD

The terms "Board of Supervisors" and "Board" shall mean County's Board of Supervisors, which is the governing body of County.

1.3.12 BUILDING REPRESENTATIONS

The term "Building Representations" shall have the meaning specified in Section 1.3 (Definitions) of Exhibit A (Scope of Work).

1.3.13 BUSINESS DAY

The term "Business Day" shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise herein.

1.3.14 CHANGE NOTICE

The term "Change Notice" shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.15 CONFIDENTIAL INFORMATION

The term "Confidential Information" shall mean any data or information, in any format, and includes financial or otherwise sensitive information, any County Data and any other information otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18.1 (Confidentiality).

1.3.16 CONTRACT SUM

The term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

1.3.17 CONTRACTOR

The term "Contractor" shall have the meaning specified in the Preamble to the Agreement.

1.3.18 CONTRACTOR KEY PERSONNEL

The term "Contractor Key Personnel" shall have the meaning specified in Paragraph 3.1 (Contractor Administration).

1.3.19 CONTRACTOR KEY STAFF

The term "Contractor Key Staff" shall have the meaning specified in Paragraph 3.3 (Approval of Contractor's Staff).

1.3.20 CONTRACTOR'S PROJECT DIRECTOR

The term "Contractor's Project Director" shall have the meaning specified in Paragraph 3.2.1 (Contractor's Project Director).

1.3.21 CONTRACTOR'S PROJECT EXECUTIVE

The term "Contractor's Project Executive" shall be the person designated as such in Exhibit E (Administration of Agreement – Contractor), who shall be authorized to execute documents and bind Contractor under this Agreement.

1.3.22 CONTRACTOR'S PROJECT MANAGER

The term "Contractor's Project Manager" shall have the meaning specified in Paragraph 3.2.2 (Contractor's Project Manager).

1.3.23 COUNTY

The term "County" shall mean the County of Los Angeles, California, including all of its Departments.

1.3.24 COUNTY INDEMNITEES

The term "County Indemnitees" shall have the meaning specified in Paragraph 13 (Indemnification).

1.3.25 COUNTY KEY PERSONNEL

The term "County Key Personnel" shall have the meaning specified in Paragraph 2.1 (County Administration).

1.3.26 COUNTY MATERIALS

The term "County Materials" shall have the meaning specified in Paragraph 16.1 (County Materials).

1.3.27 COUNTY SOFTWARE

The term "County Software" shall mean any software installed and utilized by County other than the Software provided by Contractor.

1.3.28 COUNTY'S PROJECT DIRECTOR

The term "County's Project Director" shall have the meaning specified in Paragraph 2.2.1 (County's Project Director).

1.3.29 COUNTY'S PROJECT MANAGER

The term "County's Project Manager" shall have the meaning specified in Paragraph 2.2.2 (County's Project Manager).

1.3.30 DATA; DIGITAL AERIAL DATA; DIGITAL DATA; DATA SET; DATASET

The terms "Digital Aerial Data", "Digital Data", "Data Set" and "Dataset" shall mean the data provided by Contractor under this Agreement, including Oblique Images, Orthogonal Images, Building Representations and Digital Terrain Data.

1.3.31 DATA COST

The term "Data Cost" shall mean the cost of capturing, delivering and supporting through Final Acceptance, as applicable, the Data provided by Contractor to County under the Agreement, excluding Pool Dollars, as further specified in the applicable Schedule of Payments.

1.3.32 DATA REQUIREMENTS

The term "Data Requirements" shall mean the requirements for the provision of Digital Aerial Data by Contractor, as set forth in the applicable Statement of Work.

1.3.33 DATA TYPE

The term "Data Type" shall mean any one of the types of Data provided by Contractor under the Agreement, including Oblique Images, Orthogonal Images, Building Representations and Digital Terrain Data.

1.3.34 DAY

The term "Day" shall mean calendar day and not Business Day.

1.3.35 DAYS OF OPERATION

The term "Days of Operation" shall mean 365/366 days per year, as further specified in Exhibit B (Maintenance and Support).

1.3.36 DEFICIENCY; DEFICIENT

The terms "Deficiency" and "Deficient" shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from the Specifications, Documentation, County approved deliverables, any published and/or mutually agreed upon standards, including Acceptance Criteria, or any other requirements of, or representations or warranties by Contractor under, the Agreement regarding the Digital Aerial Data or Services provided hereunder.

1.3.37 DELAY CREDIT

The term "Delay Credit" shall have the meaning specified in Paragraph 6.4 (Credits for Delays) below.

1.3.38 DELIVERABLE; DELIVERABLE

The terms "Deliverable" and "deliverable" shall mean items and/or services provided or to be provided by Contractor under this Agreement, including any numbered Deliverable in the applicable Statement of Work.

1.3.39 DELIVERY

The term "Delivery" shall mean transfer of processed Digital Data and associated information onto County designated hardware with respect to Licensed Products and provision of initial access for the applicable license term with respect to Licensed Services.

1.3.40 DEPARTMENT

The term "Department" shall mean any of County's Departments including those participating in this Project or the hardware of County's QA/QC vendor.

1.3.41 DIGITAL TERRAIN DATA

The term "Digital Terrain Data" shall mean the Digital Data that County may require Contractor to provide in accordance with the requirements of Exhibit A.4 (Scope of Work – Digital Terrain Data).

1.3.42 DIRECTOR

The term "Director" shall mean and refer to County's Chief Information Officer, including any designee.

1.3.43 DISABLING DEVICE

The term "Disabling Device" shall have the meaning specified in Paragraph 12.3 (No Disabling Devices).

1.3.44 DISPUTE RESOLUTION PROCEDURE

The term "Dispute Resolution Procedure" shall mean and refer to the provisions of Paragraph 50 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

1.3.45 DOCUMENTATION

The term "Documentation" shall mean any and all written and electronic materials relating to the Software and/or Digital Data provided or made available by Contractor under this Agreement, including, but not limited to, user documentation, specifications, training documentation, materials, information and briefings, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the Digital Aerial Data provided by Contractor to County under the Agreement.

1.3.46 DUE DATE

The term "Due Date" shall mean the due date for the completion of any Deliverable in the Project Schedule.

1.3.47 EFFECTIVE DATE

The term "Effective Date" shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

1.3.48 EXTENDED TERM

As used herein, the term "Extended Term" shall have the meaning specified in Paragraph 7.2 (Extended Term).

1.3.49 EXTERNAL ENTITY

As used herein, the term "External Entity" shall mean any governmental entity within the State of California that is not a Participating Entity and/or any other entity as agreed to by County and Contractor, which may license or otherwise acquire rights to digital aerial data outside of Los Angeles County pursuant to or based on the pricing and/or other terms set forth in Exhibit C (Schedule for External Entities) to this Agreement.

1.3.50 FINAL ACCEPTANCE

The term "Final Acceptance" shall have the meaning specified in Paragraph 6.3.3 (Final Acceptance).

1.3.51 FINAL ACCEPTANCE DATE

The term "Final Acceptance Date" shall mean the date of Final Acceptance.

1.3.52 FIXED HOURLY RATE

The term "Fixed Hourly Rate" shall mean the fixed hourly rate for the provision of Optional Services using Pool Dollars, upon County's request, as specified in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work.

1.3.53 IMAGES

The term "Image(s)" shall mean aerial digital images of land provided by Contractor under the Agreement, including Oblique Images and Orthogonal Images, as further defined in Section 1.3 (Definitions) of Exhibit A (Scope of Work).

1.3.54 INITIAL PHASE

The term "Initial Phase" shall have the meaning specified in Paragraph 7.1 (Initial Term).

1.3.55 INITIAL TERM

The term "Initial Term" shall have the meaning specified in Paragraph 7.1 (Initial Term).

1.3.56 KEY DELIVERABLE

The term "Key Deliverable" shall mean a Deliverable marked as such on the applicable Scope of Work.

1.3.57 LAR-IAC

The term "LAR-IAC" shall mean the Los Angeles Regional Imagery Acquisition Consortium.

1.3.58 LICENSE

The term "License" shall have the meaning specified in Paragraph 10 (License).

1.3.59 LICENSED CONTENT

The term "Licensed Content" shall mean imagery and other data, including associated metadata and data layers, made available by Contractor to County through Licensed Services.

1.3.60 LICENSED DATA

The term "Licensed Data" shall mean Digital Aerial Data provided and licensed by Contractor to County under this Agreement pursuant to the applicable Statement of Work, in accordance with the Data Requirements set forth therein.

1.3.61 LICENSED PRODUCTS

The term "Licensed Product(s)", whether singular or plural, shall mean any Data and Software provided and licensed by Contractor to County under this Agreement and the Statement of Work, including Licensed Data, Licensed Software and Documentation.

1.3.62 LICENSED SERVICES

The term "Licensed Service(s)",whether singular or plural, shall mean any Contractor hosted interactive online means for accessing, retrieving and displaying Licensed Content, including Licensed Data provided by Contractor to County pursuant to this Agreement, as further described in Paragraph 10.5 (License for Licensed Services) and Task 2 (Provide Hosted

Solution) of Exhibit A.1 (Statement of Work – Oblique Images).

1.3.63 LICENSED SOFTWARE

As used herein, the term "Licensed Software" shall mean and include any or all or any portion of software technology, computer software code, components, dynamic link libraries (DLLs) and programs delivered on any media or by any mechanism, including, but not limited to, alpha, beta, prerelease, restricted version(s) or final commercial release provided in source, object or executable code format(s) that is licensed by Contractor to County, as specified in Section 1.5 (Software Requirements) of the applicable Statement of Work, and any backups, Updates or merged copies permitted hereunder or subsequently supplied under this Agreement.

1.3.64 LIST OF PARTICIPATING ENTITIES

The term "List of Participating Entities" shall mean the applicable list of Participating Entities specified in Exhibit B (Participating Entities).

1.3.65 MAXIMUM FIXED PRICE

The term "Maximum Fixed Price" shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Section 5.2 (Optional Work) of Exhibit A (Statement of Work).

1.3.66 MILESTONE

The term "Milestone" shall mean a Deliverable marked as such on the Project Schedule or considered as a milestone by County.

1.3.67 MONTHLY FEE

The term "Monthly Fee" shall mean 1/12th of the Annual Fee.

1.3.68 OBLIQUE IMAGES

The term "Oblique Image(s)" shall mean the digital aerial images of land, with and without geo-referencing data taken at an angle, as further defined in Section 1.3 (Definitions) of Exhibit A (Scope of Work).

1.3.69 OPTIONAL PRODUCTS

The term "Optional Products" shall mean the products, including but not limited to software, tools and data, which Contractor may provide to County as part of Optional Work pursuant to Paragraph 5.2 (Optional Work). Upon County's Acceptance of the Optional Products, such Optional Products shall be deemed Licensed Products for the purpose of this Agreement.

1.3.70 OPTIONAL SERVICES

The term "Optional Services" shall mean the services, including but not limited to consulting and professional services and training, which Contractor may provide to County as part of Optional Work pursuant to Paragraph 5.2 (Optional Work). Upon County's Acceptance of the Optional Services, such Optional Services shall be deemed Services for the purpose of this Agreement.

1.3.71 OPTIONAL WORK

The term "Optional Work" shall mean Optional Products and/or Optional Services, which may be provided by Contractor to County following the applicable Final Acceptance pursuant to Paragraph 5.2 (Optional Work) below.

1.3.72 ORTHOGONAL IMAGES

The term "Orthogonal Image(s)" shall mean the digital aerial images of land produced using digital orthoimagery, as set forth in Exhibit A.2 (Scope of Work – Orthogonal Images).

1.3.73 PARTICIPANT AGREEMENT

The term "Participant Agreement" shall mean any agreement, including a memorandum of understanding, entered into by County and any County Department or non-County Participating Entity for the purpose of authorizing such Participating Entity to become an Authorized Entity under this Agreement either as an Authorized Department or an Authorized Participant.

1.3.74 PARTICIPATING ENTITY

The term "Participating Entity" shall mean any County Department or any non-County entity, approved by County and Contractor to participate in this Agreement and described in Exhibit B (Participating Entities).

1.3.75 PHASE

The term "Phase" shall mean and refer to the Initial Phase or any Additional Phase, as applicable.

1.3.76 POOL DOLLARS

The term "Pool Dollars" shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work following Final Acceptance, including Optional Products and Optional Services, approved by County in advance in accordance with the terms of this Agreement.

1.3.77 PRE-APPROVED SUBCONTRACTOR

The term "Pre-Approved Subcontractor" shall have the meaning specified in Paragraph 26.1 under Paragraph 26 (Subcontracting) below.

1.3.78 PROJECT SCHEDULE

The term "Project Schedule" shall mean the agreed upon timeline for provision of Tasks, Subtasks and Deliverables specified in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work.

1.3.79 PROJECT WORK PLAN

The term "Project Work Plan" shall mean the Work plan to be developed under Task 1 (Develop Project Work Plan) of the applicable Scope of Work.

1.3.80 PROPRIETARY RIGHTS

The term "Proprietary Rights" shall have the meaning specified in Paragraph 16.2.1 (Proprietary Rights) below.

1.3.81 QA/QC

The term "QA/QC" shall have the meaning specified in the applicable Scope of Work.

1.3.82 REQUIRED WORK

The term "Required Work" shall mean and refer to all Work required to be provided by Contractor prior to Final Acceptance, as further set forth in the applicable Scope of Work.

1.3.83 SCHEDULE OF PAYMENTS

The term "Schedule of Payments" shall mean the schedule for paying Contractor for the provision of Data hereunder, as set forth in Section 5 (Schedule of Payments) of Exhibit A (Scope of Work) and Section 2 (Schedule of Deliverables and Payments) of each applicable Scope of Work.

1.3.84 SCOPE OF WORK

The term "Scope of Work" shall mean and refer to scope of Work to be provided by Contractor to County under this Agreement, including the tasks, subtasks, deliverables and other requirements specified in Exhibit A (Scope of Work) and any one or all of Exhibits A.1 (Scope of Work – Oblique Images), A.2 (Scope of Work – Orthogonal Images), A.3 (Scope of Work – Building Representations) and A.4 (Scope of Work – Digital Terrain Data).

1.3.85 SERVICES

The term "Service(s)" shall mean the services related to the Data and Software licensed by Contractor under this Agreement, including any Licensed Services and Optional Services.

1.3.86 SOFTWARE

The term "Software" shall mean all software used for the purpose of this Agreement, including Licensed Software and County Software, as described in Section 1.5 (Software Requirements) of the applicable Scope of Work.

1.3.87 SOFTWARE UPDATES; UPDATES

The terms "Software Update(s)" and "Updates" shall mean and include any additions to and/or replacements to the Software, available or made available by Contractor during the term of the Agreement, and shall include all Software performance and functionality enhancement releases, new version releases, Third Party Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Software, including but not limited to those required for the Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement.

1.3.88 SPECIFICATIONS

The term "Specification(s)" shall mean any or all of the following, as applicable:

1. All specifications, requirements and standards set forth in the Scope of Work and included as Deliverables.
2. All Data Requirements and standards set forth in this Agreement, including, but not limited to, the applicable requirements set forth in the Scope of Work.
3. The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
4. All specifications identified as such by Contractor, including, but not limited to, the Project Schedule, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
5. All written and/or electronic materials furnished by or through Contractor regarding the Licensed Products and Licensed Services.
6. All requirements and/or specifications added by Optional Work, including Optional

Products and Optional Services.

1.3.89 STATE

The term "State" shall mean the State of California.

1.3.90 STATEMENT OF WORK; SOW

The terms "Statement of Work" and "SOW" shall mean the Work to be provided by Contractor pursuant to this Agreement, which may be identified in terms of Tasks, Subtasks and Deliverables in Section 1 (Statement of Work) of the applicable Scope of Work.

1.3.91 TASK; TASK; SUBTASK; SUBTASK

The terms "Task", "task", "Subtask" and "subtask" shall mean one of the areas of Work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in the applicable Statement of Work.

1.3.92 THIRD PARTY SOFTWARE

The term "Third Party Software" shall mean the portion of the Software provided by Contractor under this Agreement that is not proprietary to Contractor.

1.3.93 TRAINING

The term "Training" shall mean training relating to the Licensed Products and any Licensed Services to be provided by Contractor pursuant to this Agreement, including initial training and additional training that County may acquire as part of Optional Services.

1.3.94 USER

The term "User" shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.95 WARRANTY

The term "Warranty" shall mean and refer to any one of the warranties regarding Contractor's Work under the Agreement, as specified in Paragraph 12 (Warranties and Breach).

1.3.96 WARRANTY PERIOD

The term "Warranty Period" shall have the meaning specified in Paragraph 6.3.2 (Correction of Deficiencies) below.

1.3.97 WORK

The term "Work" shall mean any and all tasks, subtasks, deliverables, goods, services and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement consisting of Required Work and Optional Work, including Licensed Products, any Licensed Services and any other Services provided hereunder.

1.3.98 WORK ORDER

The term "Work Order" shall mean the terms of any Optional Work that may be provided by Contractor using Pool Dollars, including the scope of work, Acceptance Criteria, Maximum Fixed Price and any other terms and conditions agreed to by County and Contractor, as set forth in Paragraph 5.2 (Optional Work) below.

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 2 below (hereinafter "County Key Personnel") are listed in Exhibit D (Administration of Agreement – County). Unless otherwise specified, reference to each of the persons listed in such Exhibit D (Administration of Agreement – County) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes Notices and Amendments).

2.2 COUNTY KEY PERSONNEL

2.2.1 COUNTY'S PROJECT DIRECTOR

County's Project Director will be responsible for ensuring that the objectives of this Agreement are met. County's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County's Project Director shall also include a designee.

2.2.2 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of the Agreement. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director.

2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Work Plan and performance hereunder are based solely on the work of Contractor's or any one of County approved subcontractor's personnel, except as otherwise expressly provided in this Agreement.

2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, including Key Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Director or designee. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

If Contractor provides any tasks, subtasks, deliverables, goods, services or other Work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in this Paragraph 3 below (hereinafter "Contractor Key Personnel") are listed in Exhibit E (Administration of Agreement – Contractor). All staff employed by and/or behalf of Contractor, including the persons listed in such Exhibit E (Administration of Agreement – Contractor), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

No member of Contractor Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes Notices and Amendments).

3.2 CONTRACTOR KEY PERSONNEL

3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all its Work under the Agreement and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis, at least monthly or as otherwise required by County or agreed to by the parties, to review project progress and to discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis, at least monthly or as otherwise required by County, to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Manager and Contractor's Project Manager.

3.3 APPROVAL OF CONTRACTOR'S STAFF

3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of Contractor's Project Director, Contractor's Project Manager and any staff providing Services or on-site Work to County under this Agreement or with access to any of County's sensitive information including County's Confidential Information (hereinafter "Contractor Key Staff") prior to and during performance by such staff of any Work hereunder, as well as so

approving or disapproving any proposed deletions from or other changes in such Contractor Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder. Contractor shall have thirty (30) days from the date of County's written request to replace such staff.

3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit G) on or immediately after the Effective Date, but in no event later than the date any member of the Contractor Key Staff first performs Work under this Agreement.

3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor Key Staff. Contractor shall promptly fill any Contractor Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor Key Staff member(s) being replaced.

3.3.5 In the event Contractor should ever need to remove any member of the Contractor Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.

3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.4 BACKGROUND AND SECURITY INVESTIGATIONS

3.4.1 All Contractor staff performing Work on-site at County's facilities under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Director or designee. County acknowledges that Contractor has provided information detailing Contractor's background check procedures and that the same are acceptable hereunder. If Contractor's procedures for background checks materially change, Contractor shall provide County with revised procedures for County's acceptance and acknowledgment thereof. All fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

3.4.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.

3.4.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work hereunder in accordance with the terms and conditions of this Agreement.

3.5 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager, as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

1. Period covered by the report;
2. Overview of the reporting period;
3. Tasks, subtasks, deliverables, goods, services and other Work scheduled for the reporting period which were completed;
4. Tasks, subtasks, deliverables, goods, services and other Work scheduled the reporting period which were not completed;
5. Tasks, subtasks, deliverables, goods, services and other Work not scheduled for but completed in the reporting period.
6. Tasks, subtasks, deliverables, goods, services and other Work scheduled to be completed in the next reporting period;
7. Issues resolved and to be resolved;
8. Summary of project status as of reporting date;
9. Updated milestone chart; and
10. Any other information which County may from time-to-time require.

3.6 RULES AND REGULATIONS

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, providing Work under the Agreement, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

3.7 CONTRACTOR'S STAFF IDENTIFICATION

3.7.1 Contractor, at Contractor's cost, shall provide each member of the staff assigned to this Agreement to provide Work at County facilities or grounds with a visible photo identification badge in accordance with County's specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while at a County facility

or its grounds, shall prominently display the photo identification badge on the upper part of the body.

3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from Work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from Work under this Agreement.

4. CHANGES NOTICES AND AMENDMENTS

4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. County reserves the right to change any portion of the Work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.

4.2 CHANGE NOTICES

For any change requested by County which does not affect the scope of Work, term, payments, or any term or condition of this Agreement, a written notice of such change (hereinafter "Change Notice") shall be prepared and executed by County's Project Director, which changes may specifically include (i) expenditure of Pool Dollars for Optional Work; (ii) assessment of sales/use tax; (iii) updating or otherwise modifying the List of Participating Entities set forth in Exhibit B (Participating Entities); and (iv) updating or otherwise modifying pricing and other information set forth in Exhibit C (Schedule for External Entities).

4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of Work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by the authorized representative(s) of Contractor and County's Board of Supervisors. Notwithstanding any other term or condition of this Agreement, the Director is specifically authorized to execute Amendments on behalf of County (i) to exercise any of the extension options set forth in Paragraph 7.2 (Extended Term) below; and (ii) to add Required Work for any of the Data Type(s), including the Work under Exhibit A.4 (Scope of Work – Digital Terrain Data), not included in the Contract Sum for the applicable Phase by, among others, increasing the Contract Sum accordingly.

4.4 PROJECT SCHEDULE

County and Contractor shall have agreed on a Project Schedule for the Required Work under this Agreement for each Statement Work, which shall update Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work. Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall

not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 EXTENSIONS OF TIME

Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in the applicable Project Schedule, provided such extensions shall not exceed a total of six (6) months beyond the applicable Final Acceptance.

County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise the Agreement extension option(s).

4.6 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, and, for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination for Convenience) without further action by County's Board of Supervisors and/or (ii) prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

4.6.1 Such notices of partial or total termination shall be authorized under the following conditions:

1. Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.
2. Director shall obtain the approval of County Counsel for any notice.
3. Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

4.6.2 Such Amendments shall be authorized under the following conditions:

1. Amendments shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.
2. County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
3. Director shall obtain the approval of County Counsel for any Amendment.
4. Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

4.7 FACSIMILE

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to

regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5. SCOPE OF WORK

5.1 REQUIRED WORK

In exchange for County's payment to Contractor of the applicable fees and any taxes invoiced by Contractor under the Agreement, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibits A.1 (Scope of Work – Oblique Images), A.2 (Scope of Work – Orthogonal Images), A.3 (Scope of Work – Building Representations) and A.4 (Scope of Work – Digital Terrain Data), including but not limited to Licensed Products, Licensed Services and any other Services provided hereunder, and (b) grant to County a License to the Licensed Products including but not limited to Licensed Data and Licensed Software and Licensed Services, as specified in Paragraph 10 (License). Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work at the applicable rates and prices specified in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work.

Notwithstanding anything to the contrary in this Agreement, Contractor shall provide the Work under Exhibit A.4 (Scope of Work – Digital Terrain Data) following an Amendment to effect commencement of such Work executed in accordance with Paragraph 4.3 (Amendments) and County's notice to proceed accordingly.

5.2 OPTIONAL WORK

Following the applicable Final Acceptance, upon County's request for Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposal and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Schedule of Payments. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall provide the Optional Work in accordance with the applicable Task and Deliverable of the applicable Statement of Work following agreement by the parties with respect to such Optional Work and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, a Change Notice shall be executed in accordance with Paragraph 4 (Changes Notices and Amendments).

Absent an Amendment in accordance with Paragraph 4 (Changes Notices and Amendments), the Pool Dollars are the aggregate amount allocated and available during the term of this Agreement for Optional Work that may be provided by Contractor.

5.3 STANDARD OF SERVICES

Contractor's services and other Work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services and other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including the applicable Statement of Work. Contractor shall,

at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor, any of the Work provided hereunder, including Licensed Products, or any of the tools utilized by Contractor for the purpose of providing Work under this Agreement or otherwise.

6. PROJECT DELIVERY AND ACCEPTANCE

6.1 PROJECT SCHEDULE

Contractor shall provide the Required Work in accordance with the Project Schedule developed and agreed upon under the applicable Statement of Work. The Project Schedule shall, at a minimum, include the following items:

1. Deliverable Number;
2. Description;
3. Due Date;
4. Milestone/Key Deliverables Number;
5. Associated Deliverable, if any; and
6. Any other items reasonably required or requested by County.

6.2 KEY DELIVERABLES AND MILESTONES

A Project Schedule may specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County, provided that all of such Work required for completion of such Key Deliverable or Milestone are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether each Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion.

6.3 ACCEPTANCE

6.3.1 ACCEPTANCE CRITERIA

The Deliverables submitted by Contractor under this Agreement shall reach "Acceptance" and shall be deemed "Accepted" by County if they pass the quality control and acceptance criteria (hereinafter "Acceptance Criteria") set forth in the applicable Statement of Work. County will use reasonable commercial efforts for providing such Acceptance within thirty (30) days of Delivery. Upon Acceptance by County of Licensed Data, County will pay Contractor in accordance with the applicable Schedule of Payments. In the event County does not accept all Licensed Data, County shall not pay Contractor. In such event, Contractor shall return to County all of the money paid for the Work under the Agreement, including such Licensed Data, and County shall destroy on its computers and return to

Contractor any hard copies and electronic media with the Licensed Products, including such Licensed Data.

6.3.2 CORRECTION OF DEFICIENCIES

County will evaluate the Data provided by Contractor pursuant to the applicable Statement of Work and identify any Deficient Data that did not meet the applicable Acceptance Criteria. Upon evaluation and such determination, County will identify the Data components that it requires to be replaced by re-flying, reprocessing, redevelopment and/or redelivery. Contractor shall replace all Deficient Data identified by County within Ninety (90) days from Delivery by Contractor of Data under the applicable Statement of Work (hereinafter "Warranty Period").

6.3.3 FINAL ACCEPTANCE

For the purpose of this Agreement, "Final Acceptance" shall be achieved upon County's written approval of the applicable Final Acceptance Deliverable under the applicable Statement of Work in accordance with the Acceptance Criteria set forth in Paragraph 6.3.1 (Acceptance Criteria) above.

6.4 CREDITS FOR DELAYS

Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Paragraph 6.4 below, as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalty and, when assessed, will be deducted from County's payment that is due.

In the event Contractor, or any subcontractor thereof, fails to achieve Final Acceptance with respect to Data by the applicable due date set forth in the applicable Schedule of Payments, County shall be entitled to credit (hereinafter "Delay Credit") in the amount of Seven Hundred Fifty Dollars ($750.00) for each day that Contractor, or any subcontractor thereof, delays such Final Acceptance beyond the applicable due date, provided that the total of all such Delay Credits shall be limited to twenty percent (20%) of the total of the costs for Data capture and processing for all Data Types. County may deduct any credits assessed pursuant to this Paragraph 13.2 from any payments otherwise due to Contractor under this Agreement. A determination whether County shall assess credits due to it pursuant to this Paragraph 6.4 shall me be made by County's Project Manager in his/her reasonable discretion.

A Deliverable shall be deemed completed for purposes of this Paragraph 6.4 and Paragraph 6.5 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Paragraph 6.4 and Paragraph 6.5 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that

such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

If a Deliverable delay is caused solely by insufficient number of flying days under acceptable conditions described in the applicable Statement of Work, the due dates in the applicable Schedule of Payments starting from the affected Deliverable may be extended by the parties by the number of days the flying period under such acceptable flying conditions is short as compared to the flying period allocated for such Deliverable.

6.5 TERMINATION

In addition to the foregoing provisions of Paragraph 6.4 (Credits for Delays), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County as determined by Director in his/her reasonable judgment, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination for Default).

7. TERM

7.1 INITIAL TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for up to four (4) years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term" or "Initial Phase").

7.2 EXTENDED TERM

Prior to termination or other expiration of the Initial Phase or any Additional Phase, as applicable, County may, by an Amendment to the Agreement, extend the term of the Agreement for a maximum of four (4) additional years (hereinafter "Additional Phase") up to three (3) times past the Initial Phase (hereinafter "Extended Term") pursuant to Paragraph 4.3 (Amendments) above, subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Phase or any Additional Phase, as applicable, the remaining option(s) shall automatically lapse.

7.3 DEFINITION OF TERM

As used throughout this Agreement, the word "term" when referring to the term of the Agreement shall include the Initial Term and the Extended Term, to the extent County exercises any of its options pursuant to this Paragraph 6.4.

7.4 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Initial Term. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address set forth in Exhibit D (Administration

of Agreement – County).

8. PAYMENT TERMS

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed Two Million Two Hundred Sixty One Thousand Ninety Five dollars and Eighty-Five Cents ($2,261,095.85), as further detailed in the Exhibit A Section 5 (Scope of Work - Schedule of Payments), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Changes Notices and Amendments). The Contract Sum under this Agreement shall cover the authorized payments for all Work provided by Contractor, including the Required Work and any Optional Work.

8.2 NOTICE OF EXPENDITURE

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the amount allocated for Pool Dollars, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit D (Administration of Agreement – County).

8.3 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.4 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the Work to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in this Paragraph 8.4 above, Contractor shall continue to provide all other Work set forth in this Agreement.

9. INVOICES AND PAYMENTS

9.1 INVOICES

Contractor shall invoice County (i) for Required Work, in accordance with the applicable Schedule of Payments, and (ii) for Optional Work, on a per Change Notice basis, by payment of the Maximum Fixed Price agreed upon for such Optional Work, following Contractor's completion and County's written approval of the Optional Work.

9.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement, as provided in the Schedule of Payments. All invoices and supporting documents under this Agreement shall be submitted to the person designated in Exhibit D (Administration of Agreement – County) as County's Project Manager at the address specified in such Exhibit D (Administration of Agreement – County).

9.1.2 INVOICE DETAILS

Each invoice submitted by Contractor shall indicate, at a minimum:

1. Agreement Name and Number;
2. The tasks, subtasks, deliverables, goods, services or other Work for which payment is claimed, including the applicable Statement of work and Optional Work;
3. The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in the applicable Schedule of Payments or any Change Notice, as applicable.
4. The date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Director or designee;
5. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
6. A copy of any applicable Acceptance certificate(s) signed by County's Project Director and County's Project Manager; and
7. Any other information required by County's Project Director or designee.

9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to

Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Exhibit D (Administration of Agreement – County).

9.2 DELIVERY AND RISK OF LOSS

9.2.1 LICENSED PRODUCTS

It is in the intent of the parties that all Licensed Products, including Licensed Data, Licensed Software and any product Optional Work, and Documentation provided by Contractor under this Agreement, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor staff who shall load such Licensed Products and Documentation onto County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the Licensed Products and Documentation to County.

9.2.2 DELIVERY

Any Licensed Products and Documentation that are provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Products components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

9.2.3 RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Licensed Products and Licensed Services provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

If, during the term of this Agreement, any component of Work that is not taxable becomes subject to California or other state or local sales/use tax, the applicable sales/use tax will be added to Contractor's invoices for payment out of Pool Dollars allocated for the term of the Agreement.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all applicable California and other state and local sales/use tax and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross

revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. Notwithstanding the foregoing, County's failure to pay within the thirty (30) day period shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or is in default related to Work.

10. LICENSE

In consideration for the payment of the license fees provided for hereunder and subject to the other terms and conditions of this Agreement, Contractor hereby grants to County for the benefit of all Authorized Entities, and County hereby accepts on behalf of itself and the Authorized Entities, the licenses to the Licensed Products and Licensed Services, as provided in this Paragraph 10 below (hereinafter, collectively, "License").

10.1 LICENSE FOR LICENSED PRODUCTS

The License for Licensed Products granted under this Agreement shall commence upon the Effective Date and, provided undisputed payments for such License are made in accordance herewith, shall be perpetual, irrevocable, nonexclusive and royalty free.

10.2 SCOPE OF LICENSE FOR LICENSED PRODUCTS

As it pertains to the Licensed Products (and not to any other images, software or other products or services that may from time to time be owned, used, published or distributed by Contractor), subject to the restrictions and limitations set forth in Paragraph 10.3 (License Restrictions), the License for License Products granted by Contractor under this Agreement provides the Authorized Users with the following rights:

1. To use, access, install, copy, reproduce, download, store, execute, integrate with other software and/or operate the Licensed Software, as applicable, and any other software provided by or on behalf of Contractor, including related Documentation, on an unlimited number of computers, servers, local area and wide area networks and an unlimited number of secure web connections by an unlimited number of Authorized Users;
2. To use, access, copy, reproduce, download, store, display, print and modify the Documentation, including any updates thereto, related to the Licensed Products as necessary or appropriate for the Authorized Entities to enjoy and exercise fully the rights granted under this Agreement and the License;
3. To use, copy, access, reproduce, download, store, transmit, transfer, print, display and modify Licensed Data for the following purposes:

a. By Authorized Entities in the conduct of business;

b. By persons doing business with Authorized Entities, including contractors and consultants, in the conduct of each such Authorized Entity' business;

4. To publish the Licensed Data or any portion thereof by making them available on general access network, including the Internet and World Wide Web, and local and wide area networks, including the Intranet; and

5. To insert the Orthogonal Images into the public domain as deemed necessary or authorized by County.

10.3 LICENSE RESTRICTIONS

County acknowledges and agrees that, with respect to Licensed Products:

1. Nothing under this Agreement authorizes it to engage in any service bureau work or to enter into any time-sharing arrangement, except as expressly authorized with respect to Authorized Entities;

2. Authorized Entities may not copy, download, store, publish, transmit, transfer, sell or otherwise install or use the Licensed Products or any portion thereof in any form or by any means, except (i) as expressly permitted by this Agreement or the applicable Participant Agreement, or (ii) with Contractor's prior written permission;

3. Authorized Entities are specifically prohibited from publishing in any way the Licensed Software by making it available on general access network, including the Internet and World Wide Web, but without prohibiting publication of such Licensed Software on Intranet or other electronic network used by the Authorized Entities; and

4. County will not, and will take all reasonable actions to assure that persons who might access the Licensed Software will not, unlock, disassemble, de-compile or reverse-engineer any part of the Licensed Software so as to find or uncover the source code or other trade secrets included therein.

10.4 SOFTWARE UPDATES

Contractor's Updates to Licensed Software, to the extent available, shall be supplied during the term of this Agreement without additional cost to County or any Authorized Entity. Contractor may continue to sell or license the use of its software to such persons and entities and on such terms and conditions as Contractor may in its sole discretion determine. Notwithstanding the foregoing, Contractor reserves the right from time to time during the term of this Agreement, in its sole discretion and without liability to County, to create new software modules or products with additional functionality. Should County desire to acquire such new software modules or products from Contractor, they will be offered to County and shall become part of Licensed Products if acquired by County, whether for free or at cost.

10.5 LICENSE FOR LICENSED SERVICES

The License for Licensed Services granted under this Agreement shall commence upon the date indicated in the applicable Scope of Work and shall, provided undisputed payments for such License are made in accordance herewith, continue in effect for the limited term as may be specified in such Scope of Work and in this Paragraph 10.5 below. The License for Licensed Services shall be non-exclusive and royalty-free. The License for License Services grants access to, and use of Licensed Services by, County and Authorized Participants (hereinafter in this Paragraph 10.5, "County") the Licensed Services, subject in all cases to

the rights and restrictions set forth in Paragraph 10.5 below.

10.5.1 SCOPE OF LICENSE

1. Contractor shall grant to County a nonexclusive, nontransferable (as otherwise specified elsewhere in the Agreement), limited right to access and use the Licensed Services, including the Licensed Content obtained or derived from the Licensed Services, solely for County's internal business purposes and not for resale or redistribution. The rights granted include, subject to the restrictions set forth below, the right to copy limited portions of the Licensed Content onto County's computers to facilitate preparation of hardcopies and work product records and the right to make hardcopies of the Licensed Content, provide that the Licensed Content and the permitted copies thereof may not be sold, leased, distributed or copied for anyone other than County or any of Authorized Entities.
2. County may not make the Licensed Services available to any other party except for Authorized Entities.
3. County may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Licensed Services.
4. County may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
5. County may not exploit the goodwill of Contractor, including its trademarks, service marks or logos, without the express written consent of Contractor.
6. County may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
7. County may not use the Licensed Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
8. County may not use the Licensed Services or the Licensed Content to compete with any businesses of Contractor.
9. County may not use the Licensed Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States fair Credit Reporting Act at 15 USC § 1681.
10. County may not access the Licensed Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Contractor in writing, use of the Licensed Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
11. All right, title and interest (including all copyrights, trademarks and other intellectual property rights) in the Licensed Services and the Licensed Content in all media belong to Contractor or its third party suppliers. Neither County nor any users of the Licensed Services or the Licensed Content acquire any proprietary interest in the Licensed Services, the Licensed Content or any copies thereof, except for the limited use rights granted herein.

10.5.2 ACCESS TO SERVICES

1. Only Authorized Users are eligible to access and use the Licensed Services and the Licensed Content pursuant to this Agreement. Each Authorized User to be provided access to the Licensed Services shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Licensed Services. County agrees that each Pictometry Credential shall only be used by the Authorized User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Authorized Users. County will promptly deactivate an Authorized User's Pictometry Credential in the event the Authorized User no longer meets the eligibility requirements or County otherwise wishes to terminate the Authorized User's access to Licensed Services. County is responsible for all use of the Licensed Services accessed with Pictometry Credentials issued to the Authorized Users, including associated charges, whether by Authorized Users or others. County will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to Authorized Users and will promptly deactivate any Pictometry Credentials County suspects are lost, stolen, compromised or misused.
2. The Licensed Services, the Licensed Content and features and functionality within the Licensed Services may be enhanced, added to, withdrawn or otherwise changed by Contractor without notice, subject to reimbursement to County of any prepaid fees for such Licensed Services in the event of their cancellation or reduction in scope.
3. In the event that any user data collected or stored by the Online Services is accessed by US law enforcement agencies under the US PATRIOT Act or otherwise, County shall have no liability to Contractor for any claims arising out of or related to such access.

10.5.3 DISCLAIMERS

1. The Licensed Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive and do not constitute professional engineering or surveying services.
2. The Licensed Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume may have significant consequences.
3. All measurements and reports generated by the Licensed Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
4. Contour information obtained from the Licensed Services or contained in the Licensed Content is generated from under-sampled elevation data, is provided for information purposes only and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
5. While the Licensed Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Contractor hereby disclaims all liability for damages claims and expenses arising from such use of life critical applications.
6. County's reference to the Licensed Services and the Licensed Content should only be

undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for County's intended purpose.

7. Contractor assumes no responsibility for any consequences resulting from County's use of the Licensed Services and the Licensed Content.

8. Contractor hereby disclaims all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Licensed Services and the Licensed Content, subject only to any reimbursement of fees that may be due by Contractor to County as a result of such inaccuracy or unavailability.

11. AGREEMENT PARTICIPATION

The use of this Agreement, including the Licensed Products provided by Contractor hereunder, is limited to the Participating Entities and External Entities, as provided in this Paragraph 11 below.

11.1 AUTHORIZED ENTITIES

County may designate Participating Entities as Authorized Entities, including Authorized Departments and Authorized Participants, who shall thereafter be entitled to enjoy the License and other rights granted under this Agreement, by, among others, entering into an applicable Participant Agreement with such Participating Entity or otherwise. The List of Participating Entities in Exhibit B (Participating Entities) may be updated or otherwise modified by County by Change Notice upon agreement of the parties in order to reflect changes to the Authorized Entities; however, failure by County to update such Exhibit B (Participating Entities) shall not be interpreted that any particular Participating Entity is not an Authorized Entity.

As a condition to a non-governmental entity becoming a Participating Entity under the Agreement, County and Contractor shall agree in advance on the sharing between County and Contractor of such Participating Entity's contribution to LAR-IAC, as may further be set forth in Exhibit B (Participating Entities).

11.2 AUTHORIZED USERS

As used in this Agreement, the term "Authorized Users" shall mean (i) the employees of Authorized Entities, including County Departments and Authorized Participants, doing business with or on behalf of the Authorized Entities; (ii) contractors and consultants using the Licensed Products at the facilities of the Authorized Entities, and (iii) any contractors and consultants of the Authorized Entities designated by such Authorized Entities to use the Licensed Products outside the facilities of Authorized Entities for those particular Authorized Entity projects.

County agrees: (a) that it will not allow any persons other than Authorized Users to use, operate, modify, display on the Internet, release into public domain or to have any other access to, any of the Licensed Products, and (b) that it will not allow access to any of the Licensed Software other than at the facilities of the Authorized Entities, unless so designated by Contractor or specified herein.

11.3 EXTERNAL ENTITIES

County and Contractor agree that if an External Entity licenses or otherwise purchases rights to digital aerial data pursuant to or based on the pricing and/or other terms set forth in this Agreement, (1) the prices for such data will be based on Exhibit C (Schedule for External

Entities) to the extent its scope is included in Exhibit C (Schedule for External Entities) or as otherwise agreed to by County and Contractor; and (2) Contractor shall award County a credit amount (a) equal to three percent (3%) of the total purchase price of such data not to exceed $30,000 per each purchase, which credit shall apply to future oblique imagery capture provided by Contractor under the succeeding Phase of this Agreement or a successor agreement; or (b) as otherwise agreed to by the parties.

Contractor may update the pricing and other information set forth in Exhibit C (Schedule for External Entities), which update will be effected via a Change Notice or an Amendment, as applicable, executed in accordance with the terms of the Agreement.

12. WARRANTIES AND BREACH

12.1 WORK WARRANTIES

Contractor hereby represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall provide all Work under the Agreement, including Required Work and any Optional Work, in a professional and workmanlike manner and in accordance with the applicable Statement of Work or any Work Order for Optional Work, as applicable;
2. Licensed Products, including Licensed Software and Licensed Data, shall conform to the Specifications set forth in this Agreement, including the applicable Acceptance Criteria;
3. Licensed Products, including Licensed Data and Licensed Software, provided or installed by Contractor on any equipment supplied by County pursuant to this Agreement will be true and usable copies thereof; and
4. The information concerning the accuracy of the Licensed Products set forth in the applicable Statement of Work is accurate.

12.2 GENERAL WARRANTIES

Contractor further represents, warrants, covenants and agrees that during the term of this Agreement:

1. All tasks, subtasks, deliverables, goods, services and other Work provided by Contractor under this Agreement shall be provided and/or performed in a timely and professional manner by qualified personnel and consistent with generally accepted industry standards;
2. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to Licensed Products, including Licensed Data and Licensed Software, meeting industry standards) set forth in this Agreement, including Exhibit A (Statement of Work); and
3. All Documentation delivered under this Agreement shall be in accordance with Contractor standards.

12.3 NO DISABLING DEVICES

Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to any County or Authorized Entity system, including the Software, through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or

any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of any County or Authorized Entity system or any User or which could alter, destroy, or inhibit the use of any County or Authorized Entity system or the data contained therein (hereinafter collectively "Disabling Device(s)"), which could block access to or prevent the use of such system by County, any Authorized Entity or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Licensed Product component provided to under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Licensed Product component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the Licensed Products, including any updates thereto, prior to their delivery to County or installation on County or any Authorized Entity system and shall prevent any viruses from being incorporated or introduced in the process of Contractor's loading of Licensed Products onto such system.

12.4 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third Party Software component or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

12.5 REMEDIES

In addition to County's remedies under Paragraph 6.3.2 (Correction of Deficiencies) above, upon notice to Contractor of any breach of the warranty for the Licensed Products, Contractor shall promptly reinstall or otherwise re-Deliver Deficient Data and/or Software involved or correct the Deficiency so as to allow the Licensed Products to produce Data that is usable for the purposes intended under this Agreement.

12.6 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Paragraph 11.3 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

13. INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "County Indemnitees") from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or related to this Agreement, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

14. INSURANCE

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 EVIDENCE OF COVERAGE AND NOTICE

14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

14.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.

14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

14.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Exhibit D (Administration of Agreement – County).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Such report shall be made in writing within twenty-four (24) hour or the next Business Day. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional

insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

14.3.2 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII, unless otherwise approved by County.

14.3.3 CONTRACTOR 'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies with respect to any claims related to this Agreement shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

14.3.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County or to provide a bond guaranteeing

Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.3.9 SEPARATION OF INSUREDS

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations

14.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional covered Party under any approved program.

14.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

The County reserves the right to review and adjust the required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

14.4 INSURANCE COVERAGE

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

14.4.2 Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	$2 million
Products/Completed Operations Aggregate	$1 million
Personal and Advertising Injury	$1 million
Each Occurrence	$1 million

14.4.3 AUTOMOBILE LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.4.4 WORKERS' COMPENSATION AND EMPLOYERS' INSURANCE

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

14.4.6 PROPERTY COVERAGE

If Contractor's given exclusive use of County owned or leased property shall carry property, Contractor coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.5 FAILURE TO MAINTAIN COVERAGE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County and the Authorized Entities; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County and the Authorized Entities are entitled to use the Licensed Products without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Licensed Products are neither subject to any liens, encumbrances or pledges, nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's and Authorized Entities' use of Licensed Products in accordance with this Agreement; and (vi) that neither the performance

of this Agreement by Contractor, nor the License to or ownership by, and use by, County, Authorized Entities and Users of the Licensed Products in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and approved officers, employees, agents and volunteers (hereinafter collectively for purposes of this Paragraph 13 "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of Licensed Products (hereinafter collectively for purposes of this Paragraph 13 "Infringement Claim(s)").

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

15.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Licensed Product or affected component(s) thereof to the same extent of County's License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use Licensed Product is not commercially reasonable, replace or modify the Licensed Product or component(s) thereof with another product or component(s) thereof of at least equivalent quality and performance capabilities until the Licensed Product and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for purposes of this Paragraph 15.3 "Remedial Act(s)").

15.4 If, after due diligence, Contractor fails to complete the Remedial Measures in Paragraph 15.3 above, County shall have the right to take such remedial measures it deems reasonable to mitigate any impairment of its use of the Licensed Products or any component(s) thereof or damages or other costs or expenses associated with the infringement claim(s). Contractor shall reimburse County for all amounts paid and all direct costs associated with such remedial measures by County. Failure by Contractor to pay such amounts and costs within thirty (30) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with such remedial measures by County. In the alternative, if elected by County, Contractor shall terminate the License for the allegedly infringing Licensed Products and return all License fees paid by County for such Licensed Products or terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

16. PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Contractor and County agree that all materials, plans, reports, Project Schedule, Project Work Plan, documentation and training materials developed by or solely for County, departmental procedures and processes, algorithms and any other information provided by County or specifically provided by Contractor for County pursuant to this Agreement, excluding the Contractor's Proprietary Rights and Software provided by Contractor and related Documentation (hereinafter collectively "County Materials"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

16.2 CONTRACTOR RIGHTS

16.2.1 PROPRIETARY RIGHTS

The Licensed Products and Licensed Services are owned by Contractor or its licensor(s) and are protected by the United States Laws and applicable international laws, treaties and convention regarding intellectual property or propriety rights. From the date of receipt, County agrees to use reasonable effort to protect the Licensed Products and Licensed Services from unauthorized use, reproduction, distribution or publication. The parties acknowledge and agree that Contractor shall have and retain sole and exclusive ownership and all right, title and interest in and to all such Licensed Products, Licensed Services and all copyrights, patents, and other proprietary rights in or associated with each of the Licensed Products and Licensed Services (hereinafter "Proprietary Rights"). Contractor and its licensor(s) retain all rights, title and ownership not granted herein to all copies of such Licensed Products and Licensed Services. All rights to Licensed Products and Licensed Services not specifically granted in this Agreement are reserved to Contractor and its licensor(s).

Should use of Licensed Products or Licensed Services as provided in Paragraph 10 (License) involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County, any

Authorized Entity or any User provided use of such Licensed Products and Licensed Services is in accordance with this Agreement.

Notwithstanding the foregoing, County and the Authorized Entities have the rights to such Licensed Products and Licensed Services as granted by the provisions of Paragraph 10 (License).

16.2.2 USE OF CONTRACTOR'S MARKS

County acknowledges that Contractor owns and retains all ownership rights in trademarks, trade names, logos and designations used by Contractor in connection with the Licensed Products and Licensed Services. County agrees not to attach any additional trademarks, trade names, logos or designations to any Contractor product or to any copies of any of the Licensed Data. An Authorized Entity may, however, include its seal and appropriate contact information so long as these annotations in no way obscure or deface Contractor marks. County further agrees that it will not use any Contractor trademark, trade name, logo or designation in connection with any product or service other than the Licensed Data, Licensed Products or Licensed Services.

16.2.3 CONFIDENTIALITY OF LICENSED PRODUCTS AND LICENSED SERVICES

The Licensed Products and Licensed Services owned by Contractor or its licensor(s) are commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development technicians and the investment of considerable time and money. The Licensed Products and Licensed Services are treated by Contractor as confidential and may contain trade secrets of Contractor. Contractor is entrusting these trade secrets to County in confidence for the Authorized Entities' use so that the Authorized Entities may exercise their rights under the License and for no other purpose.

County shall protect the security and keep confidential, to the extent possible, as permitted by law, the Licensed Products and Licensed Services that are proprietary and/or confidential to Contractor. County agrees not to reproduce, distribute or disclose to any non-Authorized Entity any such Licensed Products or Licensed Services that are proprietary and/or confidential without the written consent of Contractor, except as required by law or as specifically permitted pursuant to this Agreement.

Notwithstanding the foregoing, an Authorized Entity may reproduce, distribute and disclose such proprietary and confidential Licensed Products or Licensed Services without Contractor's written consent to and among contractors or consultants of such Authorized Entity which are using these Licensed Products or Licensed Services to perform work on the Authorized Entity's projects, provided that each the Authorized Entity acquires consent of contractors or consultants to the confidentiality and non-disclosure obligations hereunder. It is expressly agreed that County may reproduce, distribute and disclose such proprietary and confidential Licensed Products and Licensed Services without Contractor's written consent to and among County's non-Authorized Departments. In addition, the Authorized Departments may use the Licensed Products or Licensed Services for the benefit of, or to meet the needs of, County's non-Authorized Departments if such use is within the Authorized Department's normal course of operation.

16.3 COUNTY DATA

All data and information provided by County to Contractor under this Agreement, including the data described in Section 1.6 (County Obligations) of the applicable Statement of Work (hereinafter "County Data"), shall be used by Contractor solely for processing Data and

performing its obligations under the Agreement. Upon completion of Work under this Agreement, Contractor shall permanently delete all County Data from all of its systems and shall return the original media back to County. During the term of this Agreement and thereafter, Contractor shall not resell, copy or otherwise distribute by any means any of County Data. Notwithstanding the foregoing, County makes no representations regarding the accuracy or ownership of such County Data, except that County shall not hold Contractor liable for any product deficiencies directly caused by County Data.

16.4 PROPRIETARY AND CONFIDENTIAL

Any and all County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

1. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; or
2. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17. DISCLOSURE OF INFORMATION

17.1 DISCLOSURE OF AGREEMENT

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles,

provided that the requirements of this Paragraph 17 shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18. CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 CONFIDENTIAL INFORMATION

Contractor shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County Materials, County Data and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter "Confidential Information"), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances, and publicly known guidelines and directives relating to confidentiality. As used in this Agreement, the term "Confidential Information" shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations). Contractor shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit G (Confidentiality and Assignment Agreement).

18.1.2 DISCLOSURE

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for purposes of this Paragraph 18.1.2 "information"), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided to Contractor by County for this purpose.

18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and

information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 18.

18.2 SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into any County or Authorized Entity system. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

18.3 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

19.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.

19.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20. TERMINATION FOR DEFAULT

20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

1. Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement; or
2. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
3. Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
4. Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to the Scope of Work and the Specifications; or
5. Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION FOR CONVENIENCE

21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

22. TERMINATION FOR IMPROPER CONSIDERATION

22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or

given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23. TERMINATION FOR INSOLVENCY

23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

1. *Insolvency of Contractor*. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
3. The appointment of a receiver or trustee for Contractor; or
4. The execution by Contractor of an assignment for the benefit of creditors.

23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all Licensed Products and related Documentation in accordance with the terms Paragraph 10 (License)), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24. EFFECT OF TERMINATION OR EXPIRATION

In the event that County, upon notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

1. County shall have the right to use the Licensed Products in perpetuity and enjoy other

rights thereto granted hereunder, including Paragraph 10 (License).

2. Contractor and County shall continue the performance of this Agreement to the extent not terminated;
3. Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress in a media reasonably requested by County;
4. Contractor shall promptly return to County any and all Confidential Information, including County Data and County Materials, that relate to that portion of the Agreement and Work terminated by County;
5. County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination;
6. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid fees, including Annual Fees and fees for Licensed Services, calculated depending on the date of termination, if applicable; and
7. Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work.

25. INDEPENDENT CONTRACTOR STATUS

25.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.

25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

25.4 Notwithstanding the provisions of this Paragraph 25, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

26. SUBCONTRACTING

26.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without notice to County as provided in this Paragraph 26. Any attempt by Contractor to subcontract any performance of this Agreement without such notice shall be

null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement. Notwithstanding the foregoing, Contractor has identified and expects to enter into subcontract(s) with the following subcontractor(s), which are deemed approved by County (hereinafter collectively in this Paragraph 26 "Pre-Approved Subcontractor(s)") for the purpose of this Paragraph 26: The Sanborn Mapping Company, Inc.; Merrick & Company; GroundPoint Technologies, LLC; and Red Plains Surveying Company.

26.2 In the event Contractor subcontracts any portion of its performance of the Agreement with any contractor other than Pre-Approved Subcontractor(s), Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:

1. The reasons for the particular subcontract;
2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
3. A detailed description of the Work to be provided by the proposed subcontractor;
4. include (i) Exhibit F (Contractor's EEO Certification), (ii) Exhibit G (Confidentiality and Assignment Agreement), (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
5. A representation from Contractor that:
   a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
   b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
   c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
   d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and
6. Other pertinent information and/or certifications reasonably requested or required by County.

26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.

26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and

agents, under this Agreement.

26.5 Notwithstanding any other provision of this Paragraph 26, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

26.6 Subcontracting of any Work under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.

26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.

26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a blanket consent to any further subcontracting.

27. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar data, software, service levels, product models, components, goods or services under similar delivery conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 27 by review of Contractor's books and records.

28. RECORDS AND AUDITS

28.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be made available by Contractor to County at a location in Los Angeles County, remotely or by mail within five (5) Business Days of County's request therefor. If any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to County within the County's borders.

28.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with

County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

28.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 28 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).

29. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

30. CONFLICT OF INTEREST

30.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

30.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a Software and Services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

31. COMPLIANCE WITH APPLICABLE LAWS

31.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

31.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

determined by County in its sole judgment.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 31 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County in its sole judgment, County shall by entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

31.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

31.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

32. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

33. COMPLIANCE WITH CIVIL RIGHTS LAWS

33.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination

laws and regulations.

33.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Contractor's EEO Certification (Exhibit F).

33.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

33.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

33.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:

1. Title VII, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

33.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 33 when so requested by County.

33.7 If County finds that any of the provisions of this Paragraph 33 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

33.8 The parties agree that in the event Contractor is found to have violated the anti-

discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars ($500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

34. RESTRICTIONS ON LOBBYING

34.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor's Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

34.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

35. EMPLOYMENT ELIGIBILITY VERIFICATION

35.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

35.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

35.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Agreement.

36. CONTRACT HIRING

36.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

36.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

36.3 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

37. FEDERAL EARNED INCOME CREDIT

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38. CONTRACTOR RESPONSIBILITY AND DEBARMENT

38.1 RESPONSIBLE CONTRACTOR

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

38.2 CHAPTER 2.202

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all

existing agreements Contractor may have with County.

38.3 NON-RESPONSIBLE CONTRACTOR

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

38.4 CONTRACTOR HEARING BOARD

38.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

38.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

38.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

38.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.

38.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

38.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

38.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 38 shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

39. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

40. REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of Work under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who provide Work hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Exhibit D (Administration of Agreement – County).

41. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

42. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other

provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

43. WARRANTY AGAINST CONTINGENT FEES

43.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

43.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

44. SAFELY SURRENDERED BABY LAW

44.1 NOTICE

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at http://babysafela.org for printing purposes.

44.2 ACKNOWLEDGMENT OF COMMITMENT

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

45. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

45.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

45.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

45.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 45.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury

service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

45.2.2 For purposes of this Paragraph 45, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of $50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 45. The provisions of this Paragraph 45 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

45.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

45.2.4 Contractor's violation of this Paragraph 45 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

46.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

46.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code

Section 5246(b).

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 46 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 38 (Contractor Responsibility and Debarment).

48. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

48.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

48.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

49. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such Work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

50. DISPUTE RESOLUTION PROCEDURE

50.1 Contractor and County agree to act immediately to mutually resolve any disputes which may

arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 50 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

50.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.

50.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.

50.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

50.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

50.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Project Executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

50.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

50.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 50, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

50.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

50.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

51. ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

52. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and

data which comprise the Licensed Products provided under the Agreement will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the Licensed Products any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the Licensed Products. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the Licensed Products, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the Licensed Products. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the Licensed Products pursuant to the provisions of Paragraph 4 (Changes Notices and Amendments).

53. NON-DISCRIMINATION IN SERVICES

53.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 53, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

53.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

54. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

55. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal

District Court of the Central District of California.

56. WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57. AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Changes Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

58. VALIDITY AND SEVERABILITY

58.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

58.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

59. NOTICES

59.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

59.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

59.3 *To County*, notices shall be sent to the attention of County's Project Manager and County's

Project Director at the respective addresses specified in Exhibit D (Administration of Agreement – County).

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Exhibit E (Administration of Agreement – Contractor), with a copy to Contractor's Project Executive.

59.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 59 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

60. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

61. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

62. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

63. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

64. FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 64. Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

65. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

65.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

65.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and

remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

66. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform Work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

67. NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

68. RE-SOLICITATION OF BIDS AND PROPOSALS

68.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

68.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 69 shall survive the expiration or other termination of this Agreement.

70. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in

writing prior to such event by County's Project Manager.

71. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

72. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Director and the Director of County's Internal Services Department, in their discretion.

73. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

74. RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project.

75. SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

2.4 Approval of Work

9.5 County's Right to Withhold Payment

10 License

11 Agreement Participation

12 Warranties and Breach

13 Indemnification

14 Insurance

15 Intellectual Property Warranty and Indemnification

16 Proprietary Considerations

17 Disclosure of Information

18	Confidentiality and Security
20	Termination for Default
21	Termination for Convenience
22	Termination for Improper Consideration
23	Termination for Insolvency
28	Records and Audits
31	Compliance with Applicable Laws
32	Fair Labor Standards
35	Employment Eligibility Verification
39	Federal Access to Records
41	No Third Party Beneficiaries
49	County Audit Settlements
55	Governing Law, Jurisdiction and Venue
58	Validity and Severability

EXHIBIT A

SCOPE OF WORK

FOR

DIGITAL AERIAL DATA

1. GENERAL

1.1 INTRODUCTION

This Exhibit A (Scope of Work) consists of tasks, subtasks, deliverables, goods, services and other work the selected Contractor shall be required to provide around the period from December 2013 through July 2014, weather and Air Traffic Control (ATC) permitting.

The following Exhibits are attached to and form part of this Scope of Work:

1. Exhibit A.1 (Statement of Work – Oblique Images)
2. Exhibit A.2 (Statement of Work – Orthogonal Images)
3. Exhibit A.3 (Statement of Work – Building Representations)
4. Exhibit A.4 (Statement of Work – Digital Terrain Data)

1.2 SCOPE OF WORK AND DELIVERABLES

1.2.1 REQUIRED WORK

Contractor shall deliver the following digital mapping products (Digital Aerial Data) under this Scope of Work, as described in Exhibits A.1 through A.4 to this Exhibit A.

1. Oblique Images: See Exhibit A.1 (Statement of Work – Oblique Images) to this Exhibit A.
2. Orthogonal Images: See Exhibit A.2 (Statement of Work – Orthogonal Images) to this Exhibit A.
3. Building Representations: See Exhibit A.3 (Statement of Work - Building Representations) to this Exhibit A.
4. Digital Terrain Data: See Exhibit A.4 (Statement of Work – Digital Terrain Data) to this Exhibit A.

1.2.2 OPTIONAL WORK

County may from time to time, during the term of the Agreement, submit to Contractor written requests for Optional Work relating to the Licensed Products or Licensed Services, including any type of Digital Aerial Data, as further provided in Paragraph 5.2 (Optional Work) of the Base Agreement and the corresponding Tasks and Deliverables in each of Exhibits A.1 through A.4 of this Exhibit A.

1.2.3 APPROVAL OF WORK

All Work must be approved by County, as evidenced by County's Project Manager and County's Project Director, as provided in Paragraph 2.4 (Approval of Work) of the Base Agreement.

1.3 DEFINITIONS

The capitalized terms listed below that are used throughout this Exhibit A shall have the definitions given to such terms in this Exhibit A. All other capitalized terms used in this Exhibit A without definitions shall have the meanings given to such terms in the Agreement, as applicable.

1. Building Representation

   The term "Building Representation" shall have the meaning specified in Exhibit A.3 (Statement of Work – Building Representations).

2. Community Image(s)

   The term "Community Image" shall have the meaning specified in Exhibit A.1 (Statement of Work – Oblique Images).

3. Digital Elevation Model (DEM)

   The terms "Digital Elevation Model" and "DEM" shall have the meaning specified in Exhibit A.4 (Statement of Work – Digital Terrain Data).

4. Digital Surface Model (DSM)

   The terms "Digital Surface Model" and "DSM" shall have the meaning specified in Exhibit A.4 (Statement of Work – Digital Terrain Data).

5. Digital Terrain Model (DTM)

   The terms "Digital Terrain Model" and "DTM" shall have the meaning specified in Exhibit A.4 (Statement of Work – Digital Terrain Data).

6. Images

   The term "Image(s)", whether singular or plural, shall mean digital images, automatically captured from airborne platforms without geo-referencing.

7. LiDAR Point Cloud

   The term "LiDAR Point Cloud" shall have the meaning specified in Exhibit A.4 (Statement of Work – Digital Terrain Data).

8. Neighborhood Image

   The term "Neighborhood Image" shall have the meaning specified in Exhibit A.1 (Statement of Work – Oblique Images).

9. Primary Site

   The term "Primary Site" shall have the meaning specified in Exhibit A.1 (Statement of Work – Oblique Images).

10. Planimetric Feature

    The term "Planimetric Feature" shall have the meaning specified in Exhibit A.3 (Statement of Work – Building Representations).

11. Oblique Images

    The term "Oblique Image" shall mean an oblique digital image (including vector trapezoids), automatically captured and geo-referenced from airborne platforms in accordance with Exhibit A.1 (Statement of Work – Oblique Images).

12. Project Area 1; Area 1

    The terms "Project Area 1" and "Area 1" shall mean the "urban" areas of Los Angeles County encompassing approximately 2,898 square miles and Santa Catalina Island, an island off the coast of Los Angeles County encompassing approximately 75 square miles, as set forth in Section 1.7 (Reference Maps) of Exhibit A.2 (Statement of Work – Orthogonal Images).

13. Project Area 2; Area 2

    The terms "Project Area 2" and "Area 2" shall mean the national forest areas of Los Angeles County encompassing approximately 1,056 square miles, , as set forth in Section 1.7

(Reference Maps) of Exhibit A.2 (Statement of Work – Orthogonal Images).

4. Sector

The terms "Image Sector" and "Sector" shall have the meaning specified in Exhibit A.1 (Statement of Work – Oblique Images).

2. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC PROCESS)

All finished products and final deliverables under this Agreeme4nt will be subject to systematic Quality Assurance and Quality Control ("QA/QC"), which will be done by an independent photogrammetric firm, whose services will be solicited by County in conjunction with the Agreement.

For this purpose, the County and cooperating cities/agencies (Participating Entities) will prepare a set of "hidden" control points, which will be used by the above mentioned firm(s). Also, County and Participating Entities will do additional random QA/QC to assure that all received products are in compliance with specified technical specifications and standards.

3. LICENSING

All finished products and final deliverables (excluding access to the Licensed Services) will be perpetually licensed to County upon completion of the Work in accordance with the License terms set forth in Paragraphs 10.1 (Scope of License for Licensed Products) through 10.4 (Software Updates) of the Base Agreement.

The Licensed Services shall be subject to the License terms set forth in Paragraph 10.5 (License for Licensed Services) of the Base Agreement.

4. DATA PROVIDED BY COUNTY

1. County will make available the following countywide information to Contractor:
   a) LAR-IAC Project Area Boundaries (shapefile format)
   b) Detailed County/City Boundaries (for orientation only - shapefile format)
   c) Grid for project tiles (shapefile format)
   d) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)
   e) Boundary of Urban Canyons "Downtown Areas" high-rise areas (shapefile format)
   f) Parcel vector database (for orientation only – shapefile format)
   g) Existing control cadastral monuments (shapefile format)
   h) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4" ortho imagery)
   i) Proposed Delivery Areas (shapefile format)
   j) Proposed Mosaic Tile Areas (shapefile format)
   k) Boundary of locations that could potentially have large changes in elevation (ie. Significant grading) that would affect ortho imagery rectification
   l) Other relevant GIS layers mutually determined by the Contractor and County.
2. Digital Elevation Data (from LiDAR and stereo compilation) provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.

3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County will be responsible for:
   a) Assignment of all point numbers;
   b) Provision of blank monument record forms;
   c) Providing the County Survey Monuments digital files.

5. SCHEDULE OF PAYMENTS

The Contract Sum includes amounts allocated for the following components of Work to be provided by Contractor to County during the term of the Agreement:

Scope of Work – Oblique Images	$1,169,057.50
Scope of Work – Orthogonal Images	$ 757,038.35
Scope of Work – Building Representations	$135,000.00
Scope of Work – Digital Terrain Data	$0
Optional Work (Pool Dollars)	$200,000.00
Total:	**$2,261,095.85**

EXHIBIT A.1

SCOPE OF WORK – OBLIQUE IMAGES

FOR

DIGITAL AERIAL DATA

SECTION 1 – STATEMENT OF WORK

[Insert Exhibit A.1 (Statement of Work – Oblique Images)]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

Contractor shall complete the Required Work Deliverables, including all Tasks and Subtasks associated therewith as specified in the applicable Statement of Work, by the associated Due Dates listed below.

DELIVERABLE NUMBER	DESCRIPTION	AMOUNT	DUE DATE*
1	Provided and Configured Software	$0	July 1, 2014
2	Provided Hosted Solution	$0	July 1, 2014
3	Provided Oblique Images	$0	July 1, 2014
4	Technical Support, Documentation and Training	$0	n/a
5	Final Acceptance	50% of Total Cost **($584,528.75)**	September 1, 2014
	Second Year Payment due	50% of Total Cost **($584,528.75)**	July 1, 2015
6	Optional Work	TBD	n/a

* Due dates are approximate and dependent on image capture and processing. Such capture dates may be affected by weather conditions and/or Air Traffic Control.

All invoices shall be prepared and paid in accordance with the terms of the Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County will assess credits for delay as described in Paragraph 6.4 (Credits for Delays) of the Base Agreement.

2.2 PAYMENT TERMS

The fee components for the Required Work relating to Oblique Images under this Agreement are as follows:

TASK	DESCRIPTION	QUANTITY	UNIT COST	COST
1.1	Provide Desktop Software	1	$0	$0
1.2	Provide ArcGIS Extension Software	1	$0	$0
1.3	Provide Ability to View Existing Oblique Images	1	$0	$0
1.4	Provide Other Software	1	$0	$0
1.5	Provide Public Safety Answering Point Support	1	$0	$0
2.1	Provide Hosted Solution	2 years	$50,000	$100,000
2.2	Provide Application Programming Interface	1	$0	$0
2.3	Maintain GIS Layers for Hosted Solution	1	$0	$0
			SUBTOTAL FOR TASKS 1 & 2	**$100,000**
3	Community 2-Way Oblique images (Area 1 – Urban)	3075	$45	$138,375
	Community 4-Way Oblique images (Catalina)	107	$45	$4,815
	Neighborhood 4-Way Oblique images	3182	$275	$875,050
	Community 2-Way Oblique images (Area 2 –	1031.5	$45	$46,417.50

TASK	DESCRIPTION	QUANTITY	UNIT COST	COST
	National Forest)			
	Neighborhood 8-Way Oblique images	16	$275	$4,400
			SUBTOTAL FOR TASK 3	**$1,069,057.50**
4	Provide Technical Support, Documentation and Training		n/a	$0
5	Correct Image Deficiencies – Final Acceptance		n/a	$0
6	Provide Optional Work		$	$0
			IMAGING COST	**$1,169,057.50**

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

EXHIBIT A.2

SCOPE OF WORK – ORTHOGONAL IMAGES

FOR

DIGITAL AERIAL DATA

SECTION 1 – STATEMENT OF WORK

[Insert Exhibit A.2 (Statement of Work – Orthogonal Images)]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

Contractor shall complete the Required Work Deliverables, including all Tasks and Subtasks associated therewith as specified in the applicable Statement of Work, by the associated Due Dates listed below.

DELIVERABLE NUMBER	DESCRIPTION	AMOUNT	DUE DATE*
1	Project Work Plan	10%	January 1, 2014
2	Geodetic Control and Pre-Marking	0%	April 1, 2014
3	Aerial Triangulation	20%	March 1, 2014
4	DTM Updates – Project Area 1	0%	July 1, 2014
5	Ortho Imagery (True Color) – Project Area 1	30%	July 1, 2014
6	Ortho Imagery (True Color) – Project Area 2	10%	July 1, 2014
7	DTM Updates – Project Area 2	0%	July 1, 2014
8	Final Acceptance	30%	September 15, 2014

* Due dates are approximate and dependent on image capture and processing. Such capture dates may be effected by weather conditions and/or Air Traffic Control.

All invoices shall be prepared and paid in accordance with the terms of Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County may assess credits for delay as described in Paragraph 6.4 (Credits for Delays) of the Base Agreement.

2.2 PAYMENT TERMS

The fee components for the Required Work relating to Orthogonal Images under this Agreement are as follows:

TASK	DESCRIPTION	COST
1	Develop Project Work Plan	$0
2	Provide Geodetic Control and Pre-Marking	$35,200
3	Perform Aerial Triangulation	$180,000
4	Provide DTM Updates – Project Area 1	$18,829
5	Generate Ortho Imagery (True Color) – Project Area 1	$479,435.60
6	Generate Ortho Imagery (True Color) – Area 2	$37,472.75
7	Provide DTM Updates – Project Area 2	$6,101
	Total	**$757,038.35**

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

EXHIBIT A.3

SCOPE OF WORK – BUILDING REPRESENTATIONS

FOR

DIGITAL AERIAL DATA

SECTION 1 – STATEMENT OF WORK

[Insert Exhibit A.3 (Statement of Work – Building Representations)]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

Contractor shall complete the Required Work Deliverables, including all Tasks and Subtasks associated therewith as specified in the applicable Statement of Work, by the associated Due Dates listed below.

DEL	TITLE	TOTAL COST	DUE DATE*
1	Project Work Plan	$0	December 21, 2013
2	Final Acceptance	$135,000	August 1, 2014
3	Optional Work		
3.1			
3.2			
3.3			

* Actual due dates are dependent on the Agreement Effective Date and image capture and processing. Such capture dates may be effected by weather conditions and/or Air Traffic Control.

All invoices shall be prepared and paid in accordance with the terms of Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County may assess credits for delay as described in Paragraph 6.4 (Credits for Delay) of the Base Agreement.

2.2 PAYMENT TERMS

The fee components for the Required Work relating to Building Representations under this Agreement are as follows:

DEL	TITLE	TOTAL COST
1	Project Work Plan	$0
2	Final Acceptance	$135,000
3	Optional Work	
3.1		
3.2		
3.3		

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

EXHIBIT A.4

SCOPE OF WORK – DIGITAL TERRAIN DATA

FOR

DIGITAL AERIAL DATA

SECTION 1 – STATEMENT OF WORK

[Insert Exhibit A.4 (Statement of Work – Digital Terrain Data)]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

Contractor shall complete the Required Work Deliverables, including all Tasks and Subtasks associated therewith as specified in the applicable Statement of Work, by the associated Due Dates listed below.

DELIVERABLE NUMBER	DESCRIPTION	AMOUNT	DUE DATE*
1	Project Work Plan	10%	TBD
2	Digital Terrain Datasets – Project Area 1	20%	TBD
3	1 Foot Contours – Project Area 1	20%	TBD
4	Digital Terrain Datasets – Project Area 2	15%	TBD
5	2 Foot Contours – Project Area 2	15%	TBD
6	Final Acceptance	20%	TBD
7	Optional Work	TBD	TBD

* Due dates are approximate and dependent on image capture and processing. Such capture dates may be effected by weather conditions and/or Air Traffic Control.

All invoices shall be prepared and paid in accordance with the terms of Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County may assess credits for delay as described in Paragraph 6.4 (Credits for Delay) of the Base Agreement.

2.2 PAYMENT TERMS

TASK		DESCRIPTION	PRICE
Task 1	Develop Project Work Plan	County approved Project Work Plan	$0
Task 2	Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 1	Costs of acquisition and production of digital terrain data from LIDAR.	$1,065,970
Task 3	Generate Contours with One Foot Interval – Project Area 1	Costs of production of 1 foot contour data from Digital Terrain data	$175,010
Task 4	Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 2	Costs of acquisition and production of digital terrain data from LIDAR.	$226,930
Task 5	Generate Contours with Two Foot Interval – Project Area 2	Costs of production of 2 foot contour data from Digital Terrain data	$30,945
Task 6	Correct Digital Terrain Data Deficiencies	Correction of Deficiencies identified by County during the Warranty Period	$0
		TOTAL	**$1,498,855**

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

EXHIBIT B

PARTICIPATING ENTITIES

FOR

DIGITAL AERIAL DATA

In addition to the County Departments, the Participating Entities listed below may be authorized by County to become Authorized Participants under the Agreement.

A. ENTITIES INCLUDED IN CONTRACT SUM

1. County's Special Districts
2. County's Commissions
3. County's Agencies
4. State subdivisions
5. Federal subdivisions
6. Subdivisions of County, including incorporated cities and unincorporated areas within the County of Los Angeles
7. Other groups/agencies specifically listed below (that may or may not fall in one of the above categories):
   a. CalTrans (California Department of Transportation –District 7 only)
   b. Santa Catalina Island Conservancy
   c. School Districts; including Los Angeles Unified School District (LAUSD)
   d. United States Geological Survey (USGS)

B. ENTITIES NOT INCLUDED IN CONTRACT SUM

[Entities to be added to list by agreement of the parties, subject to pricing, revenue sharing and other terms being agreed upon by County and Contractor at time each such entity is added to list.]

EXHIBIT C

SCHEDULE

FOR

EXTERNAL ENTITIES

Product Family	Product	Units							
		<25	25-49	50-99	100-299	300-599	600-1499	1500-2999	3000+
Oblique Imagery*	Pictometry Connect - Enterprise	$50,000/year/1,500 users							
	Pictometry Connect - Basic Access	$3,000/year/100 users							
	3" GSD Oblique Imagery	$ 535.50	$ 472.50	$ 405.00	$ 405.00	$ 405.00	$ 405.00	$ 400.50	$ 390.00
	4" GSD Oblique Imagery	$ 427.50	$ 400.50	$ 360.00	$ 360.00	$ 360.00	$ 360.00	$ 320.00	$ 300.00
	6" GSD Oblique Imagery	$ 345.00	$ 295.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
	9" GSD Oblique Imagery w/6" standard nadir upgrade	$ 225.00	$ 225.00	$ 180.00	$ 135.00	$ 112.50	$ 112.50	$ 110.00	$ 110.00
	9" GSD Oblique Imagery	$ 180.00	$ 180.00	$ 135.00	$ 90.00	$ 67.50	$ 67.50	$ 67.50	$ 67.50
*Includes standard orthogonal frame imagery									
Orthogonal Imagery**	3" GSD AccuPlus	$504.75	$ 377.75	$ 350.25	$ 255.25	$ 236.25	$ 236.25	$ 236.25	$ 236.25
	4" GSD AccuPlus	$ 288.00	$ 270.00	$ 265.50	$ 220.50	$ 220.50	$ 220.50	$ 210.00	$ 200.95
	6" GSD AccuPlus	$ 150.00	$ 150.00	$ 145.00	$ 145.00	$ 145.00	$ 145.00	$ 145.00	$ 145.00
	6" GSD AccuPlus (w/9" Obliques)	$ 130.50	$ 130.50	$ 112.50	$ 112.50	$ 108.00	$ 108.00	$ 108.00	$ 108.00
	9" GSD AccuPlus	$ 130.50	$ 130.50	$ 112.50	$ 112.50	$ 108.00	$ 108.00	$ 98.00	$ 88.00
	4" or 6" Standard Ortho Tiles	$20.00/sq mi							
	6" Standard Ortho Tiles	$20.00/sq mi							
	4" or 6" Area Wide Mosaics	$2.00/sq mi							
	9" Standard Ortho Tiles	$10.00/sq mi							
	9" Area Wide Mosaics	$0.50/sq mi							
**requires corresponding oblique imagery purchase, customer DEM requires Pictometry review and may qualify for additional discount									
Corridor Imagery	Visualization Grade	Price by Linear miles - 1-499: $95.00; 500-999: $85.00; >1000: $75.00							
	Mapping Grade	Price by Linear miles - 1-499: $175.00; 500-999: $165.00; >1000: $155.00							
	Survey Grade***	Price by Linear miles - 1-499: $250.00; 500-999: $240.00; >1000: $230.00							
*** Survey Grade product requires ground control survey and possible LIDAR flight at additional cost									
Building Representations	Building Outlines	Price by Parcel Count: 1-50000: 0.35; 50001-75000: 0.32; 75001-100000: 0.30; 100001-200000: 0.27; 200001-300000: 0.25; 300001-400000: 0.24; 400001-1000000: 0.23; >1000001: 0.22							
	Change Detection	Price by Parcel Count: 1-25000: 0.40; 25001-50000: 0.37; 50001-75000: 0.35; 75001-100000: 0.32; 100001-200000: 0.30; 200001-300000: 0.25; 300001-400000: 0.24; 400001-1000000: 0.23; >1000001: 0.22							
	Planimetrics - Structures	custom - based on scope of work							
	Planimetrics - NSF	custom - based on scope of work							
Terrain Data	LIDAR Data 0.7m	custom		$490	$350	$315	$280	custom	
	LIDAR Data 1.0m	custom		$305	$220	$195	$170	custom	
	DEM	$50	$40	$35	$35	$35	$35	custom	
	DEM & 1-foot contours	$75	$65	$55	$55	$55	$55	custom	
	DEM & 2-foot contours	$65	$60	$50	$50	$50	$50	custom	
	DSM	$50	$40	$35	$35	$35	$35	custom	
	LARIAC - Option 1	custom		$560	$420	$385	$350	custom	
	LARIAC - Option 2	custom		$390	$305	$280	$255	custom	
	FEMA Accuracy Assessment	$150	$150	$100	$75	$50	$40	$30	
	FEMA Compliant Ground Survey	custom							
Terms and Conditions Apply to All Prices - customer data may be required in some cases. Most products available with specifications modifications. These are priced based on scope of work.									

EXHIBIT D

ADMINISTRATION OF AGREEMENT – COUNTY

FOR

DIGITAL AERIAL DATA

1. COUNTY'S PROJECT DIRECTOR

Mark Greninger, Associate CIO
Geographic Information Officer (GIO)
Los Angeles County
Chief Information Office
World Trade Center
350 South Figueroa Street, Suite 188
Los Angeles, CA 90071
Phone: (213) 253-5624
mgreninger@cio.lacounty.gov

2. COUNTY'S PROJECT MANAGER

Mark Greninger, Associate CIO
Geographic Information Officer (GIO)
Los Angeles County
Chief Information Office
World Trade Center
350 South Figueroa Street, Suite 188
Los Angeles, CA 90071
Phone: (213) 253-5624
mgreninger@cio.lacounty.gov

EXHIBIT E

ADMINISTRATION OF AGREEMENT – CONTRACTOR

FOR

DIGITAL AERIAL DATA

1. CONTRACTOR'S PROJECT EXECUTIVE

Linda K. Salpini
Senior VP Finance
Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623
Phone: (585) 486-0093
Linda.salpini@pictometry.com

2. CONTRACTOR'S PROJECT DIRECTOR

Thom Salter
Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623
Phone: (585) 486-0093
thom.salter@pictometry.com

3. CONTRACTOR'S PROJECT MANAGER

Katie Neal-Vacca
Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623
Phone: (585) 486-0093
katie.neal@pictometry.com

EXHIBIT F

CONTRACTOR'S EEO CERTIFICATION

FOR

DIGITAL AERIAL DATA

EXHIBIT F
CONTRACTOR'S EEO CERTIFICATION

Pictometry International Corp
Company Name

100 Town Centre Dr, Suite A, Rochester, NY 14623
Address

16-1595473
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

	YES	NO
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	( )

Signature

11/13/13
Date

LINDA K SOLANI SVP FINANCE
Name and Title of Signer (please print)

EXHIBIT G

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

FOR

DIGITAL AERIAL DATA

EXHIBIT G

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR: PICTOMETRY INTERNATIONAL CORP.

1. **GENERAL INFORMATION**

The organization identified above ("Contractor") is under contract ("Contract") to provide Work (as such term is defined in the Contract) to the County of Los Angeles ("County"). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under the Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement ("Agreement"), represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit G.

2. **CONTRACTOR ACKNOWLEDGMENT**

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Work pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Work under the above-referenced Contract.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. **CONFIDENTIALITY**

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Base Agreement to the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County Contractor, any of its subcontractors (collectively for the purpose of this Exhibit G "Confidential Information"). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 18 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Work under the above-

referenced Contract; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

4. **ASSIGNMENT OF PROPRIETARY RIGHTS**

All County Materials (as defined in the Base Agreement of the Contract) shall belong exclusively to County whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all County Materials shall be deemed to be "works made for hire" under the United States Copyright Act, and County shall be deemed to be the author thereof.

If and to the extent any County Materials are determined not to constitute "works made for hire", or if any rights in the County Materials do not accrue to County as a work made for hire, Contractor agrees to ensure that all right, title and interest in such County Materials, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the County Materials, are irrevocably assigned and transferred to County to the maximum extent permitted by law all. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the County Materials, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the County Materials, are assigned and transferred to County; (ii) County is entitled to any and all modifications, uses, publications and other exploitation of the County Materials without consequences; and (iii) County obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the County Materials.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the County Materials to County in accordance with the Base Agreement.

SIGNED _____ **DATE** 11/13/13

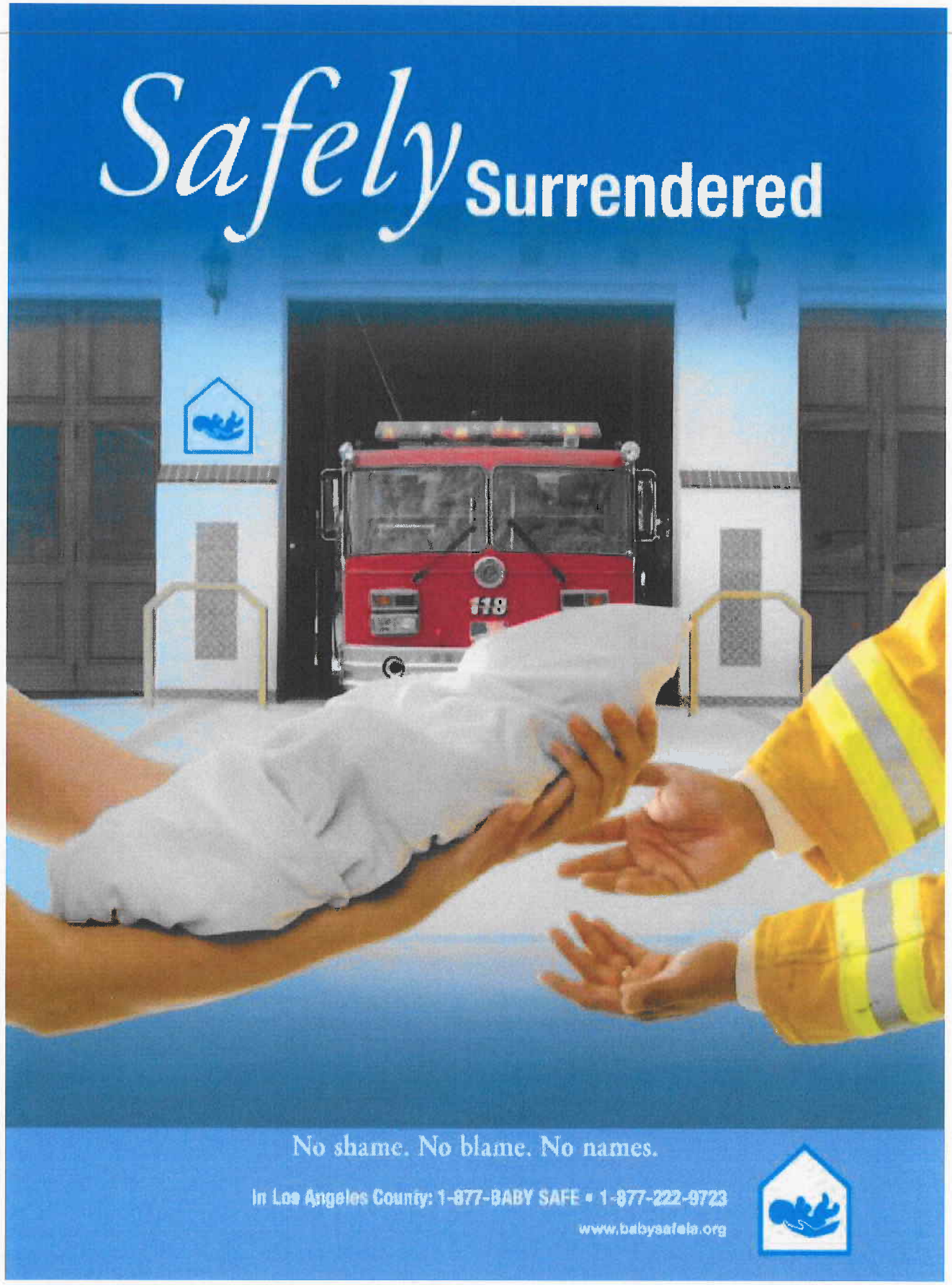
PRINTED LINDA K SALPINI **TITLE** SENIOR VICE PRESIDENT, FINANCE

EXHIBIT H

SAFELY SURRENDERED BABY LAW

FOR

DIGITAL AERIAL DATA


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000.**

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

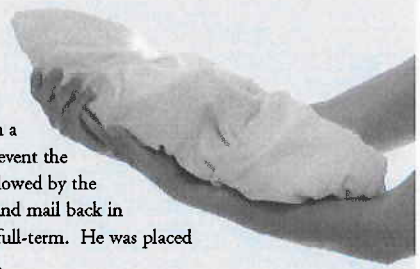
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000.**

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT I

JURY SERVICE ORDINANCE

FOR

DIGITAL AERIAL DATA

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT J

REQUEST FOR PROPOSALS

FOR

DIGITAL AERIAL DATA

[TO BE INCORPORATED BY REFERENCE]

EXHIBIT K

CONTRACTOR'S PROPOSAL

FOR

DIGITAL AERIAL DATA

[TO BE INCORPORATED BY REFERENCE]

EXHIBIT A.1

STATEMENT OF WORK – OBLIQUE IMAGES

FOR

DIGITAL AERIAL DATA

SECTION 1 – STATEMENT OF WORK

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Oblique Images collected around the period from December 2013 through March 2014, weather and Air Traffic Control (ATC) permitting. Definitions and specifications in this Statement of work are consistent with earlier acquisitions and should be used as guidelines for this project.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement, the following definitions shall apply throughout this Exhibit A.1 (Statement of Work – Oblique Images):

1. Community Image(s)

   The term "Community Image(s)", whether singular or plural, shall mean a set of images that cover the entire Sector from two (2) or four (4) opposing oblique angles unless rapid elevation changes prohibit flight lines in two (2) directions. Each image will be acquired from an airborne platform at a height above the ground of approximately 7,500 feet, and cover an area of approximately one (1) square mile.

2. Neighborhood Image(s)

   The term "Neighborhood Image(s)", whether singular or plural, shall mean a set of overlapping, oblique images blanketing an entire Sector, providing for a higher degree of detail. Each image will be acquired from an airborne platform at a height above the ground of approximately 2,500 feet depending upon terrain conditions, and cover an area of approximately one-tenth (0.1) square miles.

3. Primary Site

   The term "Primary Site" shall mean the site designated by County for Delivery.

4. Sector(s)

   The terms "Image Sector(s)" and "Sector(s)", whether singular or plural, shall mean a collection of oblique digital images, automatically captured from airborne platforms using Contractor's hardware and software capture system but without geo-referencing, as further described in this Exhibit A.1.

1.2 TASKS AND DELIVERABLES

TASK 1 – PROVIDE AND CONFIGURE SOFTWARE

SUBTASK 1.1 – PROVIDE DESKTOP SOFTWARE

Contractor shall provide desktop software providing access to oblique imagery meeting the specifications described in Section 1.3 (Image Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit A.1. Upon provision, County shall copy the desktop Software from Contractor's storage media to the County server.

SUBTASK 1.2 – PROVIDE ARCGIS EXTENSION SOFTWARE

Contractor shall provide the latest version of the ESRI ArcGIS Extension Software, meeting the specifications described in Section 1.3 (Image

Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit A.1.

SUBTASK 1.3 – PROVIDE ABILITY TO VIEW EXISTING OBLIQUE IMAGES

Contractor shall provide desktop software providing access to oblique imagery meeting the specifications described in Section 1.3 (Image Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit A.1. Upon provision, County shall copy the desktop Software from Contractor's storage media to the County server.

SUBTASK 1.4 – PROVIDE OTHER SOFTWARE

Contractor shall provide the latest version of other software applications developed as mutually agreed upon (such as SOAP or AJAX solutions, configuration tools, etc.) meeting the specifications described in Section 1.3 (Image Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit A.1.

SUBTASK 1.5 – PROVIDE PUBLIC SAFETY ANSWERING POINT SUPPORT

Contractor shall provide support to County and County's Public Safety Answering Point (PSAP) system vendors for the integration of Contractor's Image library with PSAP systems installed by County. Contractor shall provide training in the initial training sessions for these processes and telephone support to County for questions during installation. Contractor shall provide the necessary Software Licenses to allow the integration to function. For integrations, the PSAP system vendors will perform the integration of their system with the installed Contractor's Image library, while Contractor shall provide telephone support for the PSAP system vendors performing integration of their system with Contractor's installed Image library.

DELIVERABLE 1 – PROVIDED AND CONFIGURED SOFTWARE

Contractor shall provide and configure Software in accordance with Task 1 (Provide and Configure Software) with all Subtasks thereto.

TASK 2 – PROVIDE HOSTED SOLUTION

SUBTASK 2.1 – PROVIDE HOSTED SOLUTION

Contractor shall provide a hosted imagery access solution which will enable the creation of a number of Organizational entities, each with unlimited users, representing County Departments and Authorized Entities, as identified by County. This solution will meet the specifications described in Section 1.5.5 (Hosted Software) of this Exhibit A.1.

SUBTASK 2.2 – PROVIDE APPLICATION PROGRAMMING INTERFACE

Contractor shall provide to County an Application Programming Interface (API), including license, which will allow County and/or its agents to access Oblique Images hosted by Contractor through 3rd party applications. This solution will meet the specifications described in Section 1.5.5 (Hosted Software) of this Exhibit A.1.

SUBTASK 2.3 – MAINTAIN GIS LAYERS FOR HOSTED SOLUTION

Contractor shall make GIS layers provided by the County and Participating Entities available in the hosted solution. This will allow LAR-IAC participants to view these GIS Layers on top of the Oblique Images hosted by Contractor. Contractor will provide a mechanism for LAR-IAC participants to upload and configure their own GIS layers.

DELIVERABLE 2 – PROVIDED HOSTED SOLUTION

Contractor shall successfully provide the hosted solution for Oblique Images in accordance with Task 2 (Provide Hosted Solution) with all Subtasks thereto.

TASK 3 – PROVIDE OBLIQUE IMAGES

Contractor shall provide the Licensed Images meeting the specifications described in Section 1.3 (Image Requirements) of this Exhibit A.1 below. Upon completion of Images, County will copy the Images from Contractor's media to the County server on Primary Site (via a network connection). Contractor shall use the data transport method specified by County for providing and installing the Images.

DELIVERABLE 3 – FINAL ACCEPTANCE

Contractor shall successfully complete and provide Images in accordance with Task 3 (Provide Oblique Images).

TASK 4 – PROVIDE TECHNICAL SUPPORT, DOCUMENTATION AND TRAINING

SUBTASK 4.1 – PROVIDE TECHNICAL SUPPORT

Contractor shall provide up to twenty (20) hours of technical support to the support contacts for County and the Authorized Entities as identified by County. Technical support beyond the limit set forth in this Subtask 4.1 may be provided as Optional Services using Pool Dollars pursuant to Task 6 (Provide Optional Work).

SUBTASK 4.2 – PROVIDE TECHNICAL DOCUMENTATION

Contractor shall furnish to County the latest Documentation for latest versions of Licensed Software and shall update such Documentation during the term of the Base Agreement.

SUBTASK 4.3 – PROVIDE TRAINING

Contractor shall conduct, at a minimum:

1) Four (4) 4-hour "End-User" orientation sessions (maximum of 25 attendees per session) via on-line tools such as *GoToMeeting*.
2) One (1) 3-hour "Administrator" training to teach LAR-IAC IT and GIS support staff how to install, configure, and support Contractor's desktop software and hosted solutions via on-line tools such as *GoToMeeting*.
3) Four (4) advanced technical training sessions (maximum of 15 attendees per session), using on-line tools such as *GoToMeeting*, that will last three (3) hours each.

4) Optionally, County may replace training sessions above with customized online training of the same duration.

DELIVERABLE 4 – TECHNICAL SUPPORT, DOCUMENTATION AND TRAINING

Contractor shall successfully provide technical support, Documentation and training in accordance with Task 4 (Provide Technical Support, Documentation and Training) with all Subtasks thereto.

TASK 5 – CORRECT IMAGE DEFICIENCIES

Contractor shall correct all Image Deficiencies identified by County within the Warranty Period, as further described in Paragraph 6.3.2 (Correction of Deficiencies) of the Base Agreement.

DELIVERABLE 5 – FINAL ACCEPTANCE

Final Acceptance shall be reached when Contractor has successfully corrected all Image Deficiencies pursuant to Task 5 (Correct Image Deficiencies).

TASK 6 – PROVIDE OPTIONAL WORK

SUBTASK 6.1 – PROVIDE OPTIONAL PRODUCTS

If requested and approved by County, Contractor shall provide to County software, tools, images and other products related to the Licensed Products at rates and fees agreed to by the parties. The Optional Products shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement.

SUBTASK 6.2 – PROVIDE OPTIONAL SERVICES

If requested and approved by County, Contractor shall provide to County on-site implementation support, additional training and other consulting services related to the Licensed Products, at County facilities or at Contractor's location, at rates and fees agreed to by the parties. The Optional Services shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement.

DELIVERABLE 6 – OPTIONAL WORK

Contractor shall successfully provide Optional Work, including Optional Products and Optional Services, in accordance with Task 6 (Provide Optional Work).

1.3 IMAGE REQUIREMENTS

1.3.1 DESCRIPTION

1. Sufficient Sectors of Community 2-Way Images to cover 3309 square miles of the County as indicated in Section 1.7 (Reference Maps) of this Exhibit A.1. Each Sector will have 4 Oblique Images collected, 2 each from two opposing directions over that Sector where elevation conditions permit. Images shall be procured with a minimum camera pixel count to support 1-foot front-line resolution.

2. Sufficient Sectors of **Community 4-Way** Images to cover 139 square miles of the County as indicated on in Section 1.7 (Reference Maps) of this Exhibit A.1. Each Sector will have approximately 12 Oblique Images collected, 3 from each approximate cardinal direction over that Sector where elevation conditions permit. Images shall be procured with a minimum camera pixel count to support **1-foot** front-line resolution.

3. Sufficient Sectors of **Community 2-Way** Images to 967 square miles of the County as indicated in Section 1.7 (Reference Maps) of this Exhibit A.1. Each Sector will have 6 Oblique Images collected, 3 each from two opposing directions over that Sector where elevation conditions permit. Images shall be procured with a minimum camera pixel count to support **1-foot** front-line resolution.
4. Sufficient Sectors of **Neighborhood 4-Way** Images to the portion of the County as designated on in Section 1.7 (Reference Maps) of this Exhibit A.1. Variances in the number of Images per Sector might occur due to restricted airspace, elevation changes, temporary mechanical failure and environmental occurrences. Over the course of the project it is expected that the average number of Images will be approximately 100 Images per Sector and that all efforts will be made to meet/exceed this standard. Images shall be procured with a minimum camera pixel count to support **4-inch** front-line resolution.
5. Sufficient Sectors of **Neighborhood 8-Way** Images to cover the portion of the County as designated on in Section 1.7 (Reference Maps) of this Exhibit A.1. Variances in the number of Images per Sector might occur due to restricted airspace, elevation changes, temporary mechanical failure and environmental occurrences. Over the course of the project it is expected that the average number of Images will be approximately 200 Images per Sector and that all efforts will be made to meet/exceed this standard. Each of the eight views will vary in azimuth by approximately 45 degrees from its nearest neighbors. Images shall be procured with a minimum camera pixel count to support **4-inch** front-line resolution.
6. Contractor will deliver shapefiles representing the oblique footprint of each image trapezoid in California State Plane Coordinate System, Zone V, NAD 83, and U.S. Survey Feet.

1.3.2 IMAGE SPECIFICATIONS

1. DIGITAL SPECIFICATIONS

Images shall to be delivered with a compression ratio of approximately 6:1 and a per image size of approximately 5-7 MB for Oblique Images. Imagery specifications below are from earlier acquisitions and should be used as guidelines for image capture.

a. Community Oblique

Image sensor: 4,872 x 3,250 pixels

Footprint (Nominal):

Front Line:	4,754 feet / 1,447 meters
Back Line:	6,682 feet / 2,036 meters
Front to Back:	5,932 feet / 1,808 meters

Resolution (Nominal):

Front Line:	0.98 feet/pixel	0.30 meters/pixel
Back Line:	1.37 feet/pixel	0.42 meters/pixel

b. Neighborhood Oblique

Image sensor: 4,872 x 3,250 pixels

Footprint (Nominal):

Front Line:	1,600 feet / 488 meters
Back Line:	2,254 feet / 687 meters
Front to Back:	2,000 feet / 610 meters

Resolution (Nominal):

Front Line:	0.33 feet/pixel	0.10 meters/pixel
Back Line:	0.46 feet/pixel	0.14 meters/pixel

2. EXPORT

   a. *Image Export*: JPEG

   With associated geography file for import into GIS. The proprietary image format can be directly read into GIS packages that can import JPEG files or the file can be converted to any of the following image formats (TIFF or BMP).

   b. *Geo-data Export*: Delineated text files or ESRI shapefiles

   Geo-data may be exported as points, lines, poly-lines, or polygons to a delineated text file or ESRI shapefile for import into GIS.

1.4 ACCEPTANCE CRITERIA

1.4.1 TECHNICAL SPECIFICATIONS

Licensed Images shall be governed by the following technical specifications:

1. Shapefiles of image trapezoids and rectangles – Some quality control will be done on oblique image trapezoids to ensure coverage of entire County in four directions (for neighborhood shots) and two or four directions (for community shots). Provide image rectangles of ortho images captured for the entire County.

2. DEM data derived from LiDAR (and stereo compilation for National Forest areas) stored as part of Neighborhood and Community Oblique Imagery will be vertically and horizontally similar with DEM data transferred by County to Contractor. Quality Control will randomly select easily identifiable points in the ortho imagery and oblique imagery and compare the data with the original DEM.

3. County Quality Control will compare spatial consistency between shapefiles for parcels and Neighborhood Oblique Imagery. Only clearly identifiable parcel lines (such as fences, edges of roadways, etc.) will be compared with their equivalents on the imagery. The linear difference is expected to be within 2 to 5 meters as demonstrated in the three sample data sets. In cases of dispute between County and Contractor, County will provide GPS data confirming that the vector data or related construction are the precise location (+/– 1 foot) as were transferred to Contractor. From 64 total Neighborhood Images, only 2% does not need to meet these specifications but only in the case where there is another overlapping Neighborhood Image, which could replace the "defective" Image, as further described in Section 1.4.3 (Image Quality) below.

4. Visual quality of all Oblique Imagery is expected to be the same or better quality than was presented for previous LAR-IAC projects and as further described in Sections 1.4.2 (Image Format), 1.4.3 (Image Quality) and 1.4.4 (Accuracy) below. Sample imagery from the first few days of flying may be gathered based on imagery collection capture and provided to the County for their review.

1.4.2 IMAGE FORMAT

Proprietary Image trailer tacked onto industry standard image format. Images may be exported to a number of formats. County DEM with up to 0.7 m spacing will be included in Image trailer. Contractor will work County to provide the most practicable postings (5m spacing may be used in National Forest areas). Testing will be done for tessellated ground plane based on provided DEM.

1.4.3 IMAGE QUALITY

Images will have clear views of the ground and will be free from obstruction by clouds; however, there may be occasional cloud and other shadows. In controlled airspace, around airports, etc., the image resolutions may vary. Quality of Images will be comparable to images from previous LAR-IAC projects.

1.4.4 ACCURACY

Neighborhood Oblique Images:

1. Relative Image Accuracy: Expected to be within approximately 5 meters or less over 1,000 meters. This standard assumes an accurate DEM.
2. Benchmark Accuracy: Expected to be in accordance with three (3) sample Sectors delivered by Contractor and reviewed in benchmark by County (proposed for February 2008). Observed accuracy of neighborhood oblique imagery to be within 2m from "GPS verified ground true location." This standard assumes an accurate DEM.
3. Sensor Positional Accuracy: 30 cm absolute
4. Sensor Directional Accuracy: 0.01 degrees absolute

1.5 SUPPORTING SOFTWARE REQUIREMENTS

1.5.1 DESKTOP SOFTWARE

Contractor shall provide a sophisticated aerial imaging solution that allows end-users to have high-resolution images of neighborhoods, landmarks, roads, and complete municipalities at the click of a mouse.

Desktop Software shall have the following minimal capabilities:

1. Distance Tool – measure lengths, widths, and perimeters
2. Height Tool – determine the height of any feature
3. Location Tool – obtain geo-coordinates of items in the image
4. Area Tool – Measure acreage or square footage of any area
5. Elevation Tool – Access ground elevation
6. Bearing Tool – Determine directional (from True North) location

7. Select Tool – locate by client supplied data such a street address, tax account number or coordinates
8. Link Tool – link an unlimited amount of additional data/text per image
9. Text Annotation Tool – describe features within an image
10. Line Drawing Tool – draw straight or free-form lines to highlight a feature
11. Circle Drawing Tool – create circular boundaries/perimeters from specific locations
12. Navigate Tool – allows for easy navigation through your image warehouse by opening next adjacent image in approximate scale and same direction.
13. Search by Address Tool – ability to search from pre-defined queries of parcel address data.
14. Zoom – zoom in and out of all images
15. Search – search GIS data and address information and zoom to features that have been found.
16. GIS Data Overlay - display GIS shapefile format data on top of oblique imagery.
17. Export – export oblique imagery for use for display and other purposes.
18. Export to GIS - export orthogonal images with corresponding coordinate mapping files for use with GIS.

1.5.2 ARCGIS EXTENSION

Contractor shall supply Software extension to Environmental Systems Research Institute (ESRI®) ArcGIS Desktop that will enable users to access the oblique imagery with measurement tools inside of ESRI's latest ArcGIS desktop software (currently ArcMap version 10.x).

1.5.3 CHANGE ANALYSIS

Contractor shall supply Software that enables users to compare imagery of an area over time in a side-by-side configuration. As an example, a user could type in an address or search on a map and see images from 2014 side-by-side with imagery from 2008. The user can then easily view and detect changes to properties and land over time. This application can be used with Pictometry oblique and orthogonal imagery from 2003, 2006, 2008, and 2011 under perpetual license from Pictometry International, as well as with any existing geo-referenced orthogonal imagery that the user may have.

1.5.4 OTHER SOFTWARE

Other software could include SOAP or AJAX solutions or configuration tools as mutually agreed upon by Contractor and LA County.

1.5.5 HOSTED SOFTWARE

1. HOSTED ONLINE ACCESS

   Contractor shall deliver a hosted online access solution that uses HTTP and standard internet technologies to provide web-based access to the contractor's as well as oblique aerial imagery previously acquired by the LAR-IAC and under perpetual license from Pictometry Corp. Contractor will host and make the Oblique Images

available to LAR-IAC participants through their **hosted online access** product. Contractor shall make best effort to ensure solution will be available 99.9% of the time. If County determines availability is not acceptable, Contractor shall allow termination of this subscription. The solution shall allow access to all prior LAR-IAC Oblique Images (2003, 2006, 2008, and 2011) under perpetual license from Pictometry.

The solution will include the following capabilities:

a. LAR-IAC Master Account

The LAR-IAC master account shall provide the ability to:

1. Create/delete/update sub-organizations within the LAR-IAC project.
2. Create/delete/update users both within its organization and within sub-organizations.
3. Upload and manage GIS layers that shall be stored within the contractor's computer systems, and displayed on the oblique imagery in the hosted solution.

b. Sub-Organization:

Each sub-organization will represent a LAR-IAC participating agency or its delegate, and enable the participant to establish user accounts that have common startup and data overlay requirements. An example would be an individual LAR-IAC Participating Entity. When a user from that city logs into the hosted solution, he/she will be presented with that entity's selected GIS layers and starting point. Each group will have an administrator who can work with Contractor to provide and select those layers, and add or remove named accounts from the group. County will work with Participating Entities to assign an administrator for each sub-organization. The administrator will work with Contractor to establish the GIS data layers and starting location for that group. Contractor will develop and provide a work flow to LAR-IAC participants to administer their GIS layers and workspace. The administrator will be able to update the data layers at any time during the period covering this Statement of Work.

c. Named Users:

Contractor's hosted solution will provide an unlimited number of individual named accounts, assigned to either the LAR-IAC master account or a Sub-Organization. Each of these accounts can save its session and then return in the future to continue working. Contractor will track the number of individuals logged in, and be able to limit the total number of concurrent users logged in. There will be a globally configured timeout for users that are not active.

d. Generic user:

Contractor's hosted solution will enable the creation of one or more generic users for each organization. The generic user login will allow multiple concurrent logins on that account. This login will show users GIS layers to be managed by each organization's administrator. The generic user account will not allow the saving of sessions/workspaces.

2. APPLICATION PROGRAMMING INTERFACE (API)

Contractor will develop capabilities that enable connectivity for an unlimited number of concurrent unnamed web-based users to APIs that will be used for embedding hosted functionality into other web-based systems (e.g. Latitude Geographics). The total number of "hits" will be tracked. A "hit" is defined as loading a single image, and doing all functions (panning, zooming, overlays) within that image. Contractor will create a different key for each 3rd party vendor or Web application and track usage for each key. Contractor will provide a monthly report detailing the total number of "hits" as well as the hits by API key. Contractor will provide documentation on the API to County, participants, and their vendors as required. The API will allow LAR-IAC participants to make the functionality available to the public without the measurement tools or workspaces. The API will allow 3rd party vendors to integrate GIS data layers onto the Oblique Images. At the end of the period covered under this Statement of Work, Contractor will provide a usage report detailing the number of hits for all LAR-IAC third party vendors and Web applications.

Contractor shall provide all updates of its API software to County during the term of the Agreement.

1.5.6 OPERATING PLATFORMS

The Desktop software shall run on most Windows platforms such as Windows XP, Vista, Windows 7, 2003 or 2008 Server

1.6 COUNTY OBLIGATIONS

1.6.1 SYSTEM REQUIREMENTS

County will provide the following:

1. Contractor will ship storage media (storage appliance, server, single PC) for data to be transferred in-house to County systems. Contractor will avoid opening up County's PCs or servers, or attaching external hard drives to County's PCs or servers, with the exception of the use of Fire Wire or storage appliance, for which County must install an interface prior to Contractor delivering the data.
2. County will also make available on County server enough disk storage space to accommodate the Licensed Images and Licensed Software. This is estimated to be approximately 3.5 TB. County will also provide a 100 Mb/s network link to the server.
3. County shall also have installed and operational ArcGIS software meeting the specifications described in Section 1.5.2 (ArcGIS Extension) of this Exhibit A.1.

1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/
   a) LAR-IAC4 Project Areas (shapefile format)
   b) Detailed County/City Boundary (shapefile format)
   c) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)

d) Digital Elevation Data based on LiDAR (Area 1) and stereo compilation (Area 2) from current or previous LAR-IAC Projects.

2. Digital Elevation Data provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County shall be responsible for selecting Authorized Users who are qualified to operate the Licensed Software and are familiar with the information, calculations, and reports that serve as input and output of the Licensed Software.

1.7 REFERENCE MAPS

1.7.1 IMAGERY GRID AND CAPTURE TYPES

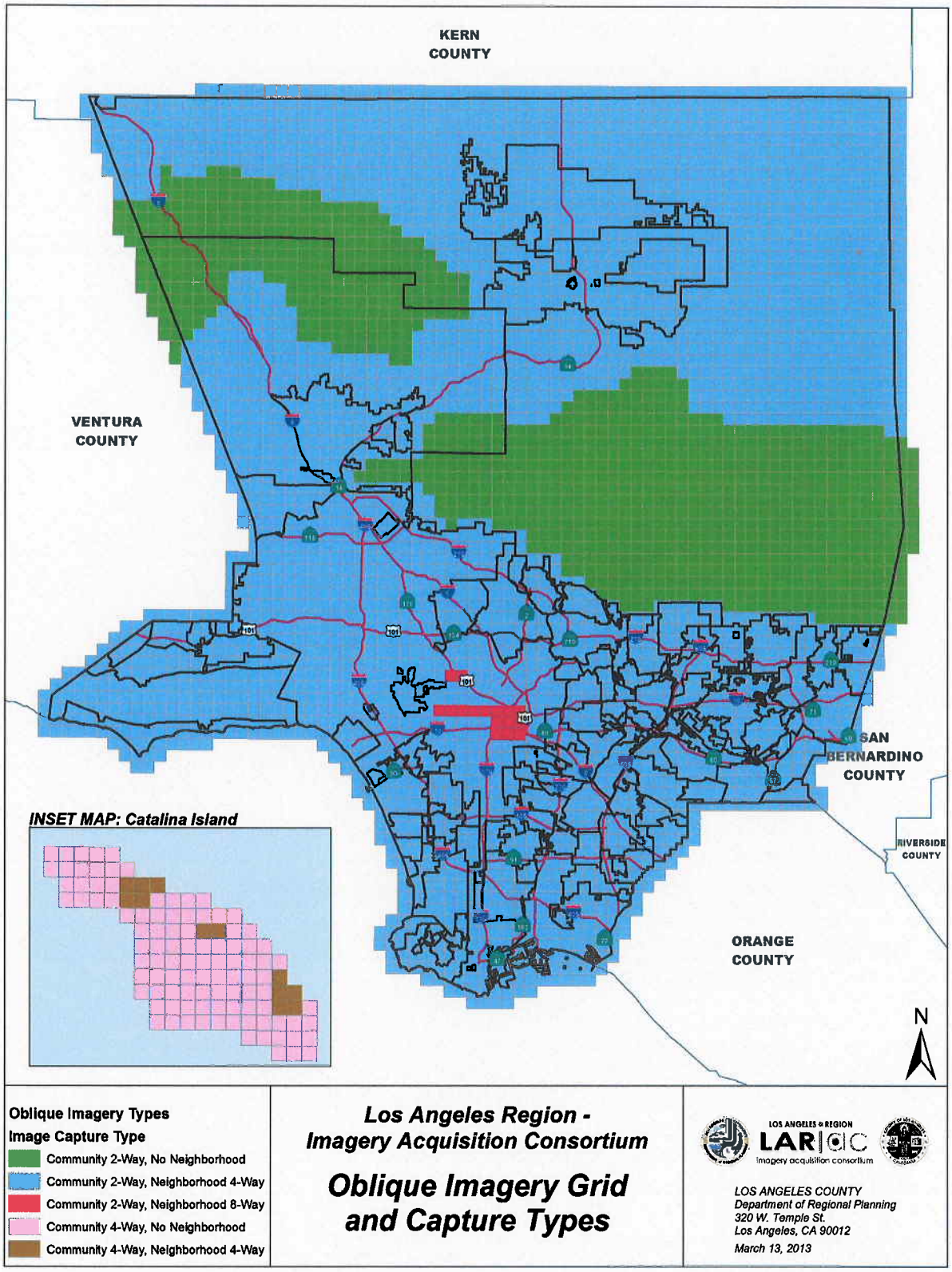


EXHIBIT A.2

STATEMENT OF WORK – ORTHOGONAL IMAGES

FOR

DIGITAL AERIAL DATA

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Orthogonal Images collected from December through March for each imagery acquisition cycle.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement, the following definitions shall apply throughout this Exhibit A.2 (Statement of Work – Orthogonal Images): No additional definitions.

1.2 TASKS AND DELIVERABLES

TASK 1 – DEVELOP PROJECT WORK PLAN

Contractor shall review and analyze the Image Requirements for the Orthogonal Images to be provided under this Agreement and develop a Project Work Plan, which shall be used to accomplish the following:

1. Guide project planning;
2. Document project planning assumptions and constraints;
3. Document project-planning decisions regarding alternatives chosen;
4. Facilitate communication between project stakeholders;
5. Define key management reviews as to content, extent and timing; and
6. Provide a baseline for progress measurement and project control.

DELIVERABLE 1 – PROJECT WORK PLAN

Contractor shall provide for County approval a Project Work Plan document in Word and Portable Document Format (PDF) developed in accordance with Task 1 (Develop Project Work Plan).

TASK 2 – PROVIDE GEODETIC CONTROL AND PRE-MARKING

If it is determined to be necessary by Contractor, Contractor shall be responsible for up to four hundred (400) additional ground control points, which Contractor deems necessary to perform the photogrammetric mapping. Contractor should utilize the surveying methodology that provides the most cost effective method of generating any control required to support the photogrammetric mapping. Any survey control generated for this project will be provided as a deliverable to County and shall comply at a minimum with the following requirements:

1. Ground control acquisition shall be overseen and approved by a California Licensed Surveyor, who shall affix a signature and seal to approve all ground control reports.
2. The survey shall utilize existing durable cadastral monuments, which can be referenced on a recorded document (tract map, parcels maps or record of survey) as control monuments wherever possible. Where no cadastral monument exists the Contractor will set a durable monument.

3. Horizontal accuracy shall be consistent with Second Order, Class I, i.e. ninety-five percent (95%) confidence interval of 2 cm base error and 20 parts per million linear errors.
4. Vertical accuracy shall be third order.
5. Survey shall be constrained to National Geodetic Survey (NGS) First Order control monuments, Epoch date 1995.0
6. All GPS surveys will follow procedures spelled out in NOAA Technical Memorandum NOS NGS-58 (Guidelines for establishing GPS-derived ellipsoid heights, 2 cm accuracy)
7. A monument record form shall be prepared for each point providing a description of the monument as well as its location.
8. Vertical datum shall be NAVD88. All vertical stations set will be tied directly to NGS monuments whose orthometric height was determined by differential leveling and adjusted by the NGS on, or after June 1995.
9. Units shall be U.S. Survey Feet.
10. All coordinates will conform to the California Coordinate System of 1983, Zone5. Longitude and latitude will be based on the North American Datum of 1983.

DELIVERABLE 2 – GEODETIC CONTROL AND PRE-MARKING

Contractor shall provide the following Deliverables in accordance with Task 2 (Provide Geodetic Control and Pre-Marking):

2.1 Approval of all Geodetic Control reports by signature and seal from a California Licensed Surveyor.

2.2 ArcGIS shapefiles with cadastral monuments as points (with geodetic data as attributes).

2.3 GPS observation data in RINEX format.

2.4 Record Forms for cadastral monuments.

2.5 ASCII comma-delimited file, Point Number, Northing, Easting, orthometric height, description

2.6 ASCII comma-delimited file, Point Number, longitude, latitude , ellipsoid height, orthometric height, description

TASK 3 – PERFORM AERIAL TRIANGULATION

Contractor shall perform aerial triangulation to support planimetric topographic mapping for deliverables required under this Agreement as well as the update of the Digital Terrain Model (DTM) data. Aerial triangulation shall comply with the following requirements:

1. Aerial Triangulation shall be overseen and approved by a California Licensed Surveyor, who shall affix a signature and seal to approve to final aerial triangulation solutions.
2. The aerial triangulation shall be performed using a bundle adjustment.

3. The RMS of control and tie points in the final block adjustment shall be in the order of 10 microns.
4. The RMS derived by comparison of survey check points not used in the block adjustment with aerial triangulation results shall not exceed 12 microns at digital photo scale

DELIVERABLE 3 – AERIAL TRIANGULATION

Contractor shall provide the following Deliverables in accordance with Task 3 (Perform Aerial Triangulation):

3.1 Approval of all Aerial Triangulation information by signature and seal from a California Licensed Surveyor.

3.2 Block adjustment printout showing all statistical data pertaining to the adjustment.

3.3 ASCII files containing coordinate values of aerial triangulation points.

3.4 PATB output containing model settings.

TASK 4 – PROVIDE DTM UPDATES – PROJECT AREA 1

Contractor shall produce Digital Terrain Model (DTM) updates for *Project Area 1* to support generation and rectification of ortho imagery in the event that an imagery acquisition cycle does not include a new LIDAR-based digital terrain data. The DTM updates shall be produced from stereo compilation and shall comply with the following: requirements:

1. The DTM spacing shall be 5 foot or less.

DELIVERABLE 4 – DTM UPDATES – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 4 (Provide DTM Updates – Project Area 1):

4.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.

4.2 Bare-earth DTM incorporating the terrain updates in ArcGIS grid format

4.3 FGDC compliant metadata.

TASK 5 (OPTION A) – GENERATE ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 1

Contractor shall generate Orthogonal Images with four inch pixel resolution for *Project Area 1* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be true color (three bands – RGB);
2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;

5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 5A – ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 5A (Generate Ortho Imagery – Project Area 1):

5.A.1 The three-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

5.A.2 FGDC compliant metadata.

TASK 5 (OPTION B) – GENERATE ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 1

Contractor shall generate Orthogonal Images with four inch pixel resolution for *Project Area 1* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be four bands, with the first three bands being true color (RGB) and the fourth band being Near Infrared (NIR);
2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;
5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 5B – ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 5A (Generate Ortho Imagery – Project Area 1):

5.B.1 The four-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

5.B.2 FGDC compliant metadata.

TASK 6 (OPTION A) – GENERATE ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 2

Contractor shall generate Orthogonal Images with one foot pixel resolution for *Project Area 2* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be true color (three bands – RGB);

2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;
5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 6A – ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 6 (Generate Ortho Imagery – Project Area 2):

6.A.1 The three-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

6.A.2 FGDC compliant metadata.

TASK 6 (OPTION B) – GENERATE ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 2

Contractor shall generate Orthogonal Images with one foot pixel resolution for *Project Area 2* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be four bands, with the first three bands being true color (RGB) and the fourth band being Near Infrared (NIR);
2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;
5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 6B – ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 6B (Generate Ortho Imagery with Near Infra-Red) – Project Area 2):

6.B.1 The three-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

6.B.2 FGDC compliant metadata.

TASK 7 – PROVIDE DTM UPDATES – PROJECT AREA 2

Contractor shall produce Digital Terrain Model (DTM) updates for *Project Area 2* to support generation and rectification of ortho imagery in the event that an

imagery acquisition cycle does not include a new LIDAR-based digital terrain data. The DTM updates shall be produced by using automatic stereo compilation and shall comply with the following requirements:

1. The DTM spacing shall be 5 meters or less.

DELIVERABLE 7 – DTM UPDATES – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 7 (Provide DTM Updates – Project Area 2):

7.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.

7.2 Bare-earth DTM incorporating the last return data in ArcGIS raster format.

7.3 FGDC compliant metadata.

TASK 8 – CORRECT IMAGE DEFICIENCIES

Contractor shall correct all Image Deficiencies identified by County within the Warranty Period, as further described in Paragraph 6.3.2 (Correction of Deficiencies) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 8 – FINAL ACCEPTANCE

Final Acceptance shall be reached when Contractor has corrected all Image Deficiencies pursuant to Task 8 (Correct Image Deficiencies).

TASK 9 – PROVIDE OPTIONAL WORK

SUBTASK 9.1 – PROVIDE OPTIONAL PRODUCTS

If requested and approved by County, Contractor shall provide to County software, tools, images and other products related to the Licensed Products at the rates and fees set forth in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work. The Optional Products shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

SUBTASK 9.2 – PROVIDE OPTIONAL SERVICES

If requested and approved by County, Contractor shall provide to County on-site implementation support, additional training and other consulting services related to the Licensed Products, at County facilities or at Contractor's location, at the rates and fees set forth in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work. The Optional Services shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 6 – OPTIONAL WORK

Contractor shall successfully provide Optional Work, including Optional Products and Optional Services, in accordance with Task 9 (Provide Optional Work).

1.3 IMAGE REQUIREMENTS

1.3.1 DATA REQUIREMENTS

Remote-sensed digital orthogonal aerial imagery will be collected to provide source data for creation of orthophotography, stereo models and updates to the digital terrain model.

1.3.2 AERIAL IMAGERY REQUIREMENTS

Due to the County's desire to have a very high resolution digital aerial orthophoto, all aerial imagery shall be collected to support a minimum 4" Ground Sample Distance (GSD) for urban areas and 1' GSD for national forest areas. Stereo pairs must be a provided to County upon request and exhibit a 66% overlap at the time of exposure. For the urban project area, where tall structures more than 4 stories tall are present, forward overlap will be 80% and sidelap will be 60% to allow mitigation of building lean.

1.3.3 EQUIPMENT REQUIREMENTS

Prior to commencing flyovers, Contractor shall clearly identify the equipment (aircraft, digital sensor, etc.) to be used to collect imagery.

1.3.4 CONTROL ESTABLISHMENT

If it is determined to be necessary by Contractor, additional ground control points, augmenting the county's control points as needed (approximately 200 to 300) to meet the accuracy requirements of this proposal, will be collected by Contractor. All control used in the production of products for this effort shall conform to acceptable errors as set forth by the FGDC. If additional control points are generated as a result of this effort, Contractor will be required to provide these points as an attributed feature layer. The Project Work Plan shall contain a detailed explanation of control methodology and a listing of control data that will be provided under this effort (survey/AT reports, POS EO data, or other control data unique to the control method used). Collection of up to one hundred (100) additional ground control points may be considered Optional Work that may be provided by Contractor at the price and fees agreed to by the parties.

Contractor shall provide a detailed description of the process by which the accuracy standards will be met. This should include a description of how the existing control network might be used, additional control that might be required, source for control survey crews, etc. If fully analytical aero triangulation procedures are used then Contractor shall describe the process to include hardware and software. If direct georeferencing is proposed, Contractor shall fully describe the process and equipment used to eliminate conventional aero triangulation, and the corrective procedures to be employed in the event of equipment failure.

1.3.5 DIRECT DIGITAL AERIAL IMAGERY ACQUISITION

Contractor shall describe the overall methodology for direct digital aerial imagery collection to include flight scheduling/planning, flight plan, procedures for ensuring image quality, photo scale/GSD, etc.

1.3.6 COLLECTION CONDITIONS

All imagery shall conform to the American Society for Photogrammetry and Remotes Sensing (ASPRS) Draft Aerial Photography Standard (1995). www.asprs.org/asprs/resources/standards/photography.htm with the exception of all requirements specific to film and/or shuttered cameras and the following:

Section 2.1.1 – For the Project, capture window requirements will be as follows:

DATE	START TIME	SOLAR ALTITUDE	END TIME	SOLAR ALTITUDE
January 1, 2014	10:00	26.64	14:00	25.95
January 15, 2014	09:45	25.97	14:15	26.60
February 1, 2014	09:30	26.85	14:30	28.70
February 15, 2014	09:30	30.34	14:45	30.29
March 1, 2014	09:00	29.70	15:00	31.55
March 15, 2014	09:00	34.18	15:15	32.21
DATE	**START TIME**	**SOLAR ALTITUDE**	**END TIME**	**SOLAR ALTITUDE**
January 1, 2017	10:00	26.65	14:00	25.99
January 15, 2017	09:45	26.00	14:15	26.66
February 1, 2017	09:30	26.91	14:30	28.77
February 15, 2017	09:30	30.42	14:45	30.36
March 1, 2017	09:00	29.78	15:00	31.61
March 15, 2017	09:00	34.27	15:15	32.26
DATE	**START TIME**	**SOLAR ALTITUDE**	**END TIME**	**SOLAR ALTITUDE**
January 1, 2020	10:00	26.63	14:00	25.89
January 15, 2020	09:45	25.92	14:15	26.51
February 1, 2020	09:30	26.75	14:30	28.59
February 15, 2020	09:30	30.22	14:45	30.16
March 1, 2020	09:00	29.87	15:00	31.68
March 15, 2020	09:00	34.36	15:15	32.32

Solar angles calculated using SunAngle tool available at: http://susdesign.com/sunangle/ using a location definition of 34.00 N, 118.25 W, and elevation of 0; times given are clock time.

1.3.7 RE-FLIGHTS

If required, the Contractor will correct unacceptable digital aerial imagery at no additional cost to County. All re-flight coverage shall overlap the accepted photography by at least two stereo models.

1.3.8 PROTOTYPE (TEST) AREA

Contractor will provide County with sample imagery displaying the tonal balancing and color enhancements that will provide the best imagery to County. This sample data will be provided to the QA/QC vendor as well as to County. County will have an opportunity to review the samples, and will give written acceptance of the enhancements prior to the Contractor processing the remainder of the project.

1.3.9 METADATA

FGDC-compliant metadata will be provided for the deliverable orthophotography data sets. These metadata will be completed using standard industry metadata tools and output in standard file formats for viewing in all widely available viewing utilities.

1.3.10 ACCURACY STANDARDS

All orthogonal digital imagery should conform to the industry accuracy and quality standards established by the Federal Geographic Data Committee (FGDC) and the American Society for Photogrammetry and Remote Sensing (ASPRS), as specified below:

1. Standard FGDC-STD-007.3-1998, Geospatial Positioning Accuracy Standard Part 3: National Standard for Spatial Data Accuracy, http://www.fgdc.gov/standards/documents/standards/accuracy/chapter3.pdf
2. Orthographic imagery produced under this effort shall conform to FGDC-STD-008-1999 Content Standard for Digital Orthoimagery, http://www.fgdc.gov/standards/status/sub3_6.html.
   a. Accuracy of 4" Orthogonal Images shall conform to the requirements of Class I as specified by ASPRS accuracy standards.
   b. Accuracy of 1' Orthogonal Images shall conform with requirements of Class 2 as specified by ASPRS accuracy standards.

1.4 ACCEPTANCE CRITERIA

** Contractor is responsible for providing GeoTIFF ortho tiles to County's QA/QC vendor meeting the format and specifications below.

1.4.1 ACCEPTANCE CRITERIA A: COMPLETENESS AND AESTHETICS

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		**All Scales Orthoimagery**	
A.1.	Contractor	Information will be delivered by contractor to County, who will load data onto County servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
A.2.	Contractor	File organization	Files written in tile sheet order
A.3.	Contractor	File name	Conforms to required convention- based on CA SPCS Zone 5 L4_xxxx_yyyya (a-d) for 4 inch and L4_xxxx_yyyy for 1 foot orthos
A.4.	Contractor	GeoTIFF format	File reads in ESRI (see sample of GeoTIFF header)
A.5.	Contractor	Files must open in correct location	Files must open with ESRI software
A.6.	Contractor	Pixel definition	GeoTIFF file must reference to the center of the pixel located in the upper left hand corner of the tile as the point of origin

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		**All Scales Orthoimagery**	
A.7.	Contractor	Georeferencing	For correct pixel size 0.33 ft (4 inch) and 1 ft.
A.8.	Contractor	Vertical Datum	NAVD88
A.9.	Contractor	Projection	NAD 1983 State Plane – California Zone V
A.10.	Contractor	Horizontal Datum	NAD 83 reference datum
A.11.	Contractor	Units	U.S. Survey Feet
A.12.	Contractor	24 bit natural color	256 levels of value for each band, 0=black, 255=white
A.13	Contractor	Conformance with tile index grid	Tile matches grid, no gaps between tiles at 1:1 view.
A.14.	Contractor	Coverage	Full tiles; no data holidays. As indicated in County Data and Reference Maps. The basic rule is at least 500' buffer around County boundary (no partial tiles, no seams and no overlaps). Flying and image capture teams should be aware of this.
A.15.	Contractor	Tile grid layout	Full tiles only with no gaps or seams between 4 inch and 1 ft. areas. Flying and image capture teams should be aware of this.
A.16.	Contractor	Metadata	Complies with standard (to be determined by County; to match LAR-IAC metadata). Meets minimum FGDC Content Standard.
A.17.	Contractor	Mosaic lines	Minimize mosaic lines through buildings. No mosaic lines through above-ground transportation structures carrying automobiles or trains unless unavoidable, as well as foot bridges crossing 2-lane roads or larger. Mosaic lines may pass through power transmission towers, cars, trucks and railroad cars.
A.18.	Contractor	Building lean within Downtown areas (polygons provided by County)	The maximum displacement of a 10 story building at the edge of a model will be 16 feet (approximately 1.6 feet per story)
A.19.	Contractor	Bridges (polylines provided by LA County)	For accuracy of multi-layered bridge decks identified by County, 3D breaklines are required to ensure continuity of deck surfaces. County will provide bridge locations countywide in shapefile format (polyline layer)
A.20.	Contractor	"Governor's Test"	Imagery should not cause alarm by giving false impression that a bridge is sagging or

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		**All Scales Orthoimagery**	
			that there are serious hazards to public safety.
A.21.	Contractor	Shadows	TBD
A.22.	N/A	Leaf-off	N/A
A.23	Contractor	Urban Canyon (polygons provided by County)	Specified "Downtown Areas" have been indicated via shapefile and sent to Contractor and external QAQC provider. Special care will be made in these areas to reduce building lean and shadows. Flying patterns may need to be adjusted for this including restricting capture times to optimal sun angles.

1.4.2 ACCEPTANCE CRITERIA B: 1-FOOT GSD

B	**1-foot GSD, equivalent to 1"=200'-scale (1:2400)**	
B.1.	Ground Resolution	1 foot
B.2.	Tile size	5280' x 5280'
B.3.	Mismatch of features along mosaic lines and production block boundaries of equal scale	Equal to or less than 3 pixels on well defined ground features (roads, sidewalks, curbs).

1.4.3 ACCEPTANCE CRITERIA C: 4-INCH GSD

C	**4 inch GSD, equivalent to 1"=100'-scale (1:1200)**	
C.1.	Ground Resolution	0.33 U.S. survey foot (2 decimals)
C.2.	Tile size	2640' x 2640' (8000 pixels x 8000 pixels)
C.3.	RMSE of known ground points measured on the image *See ASPRS Class I Standards Page 8, Table 16, and NSSDA Part 3, Appendices 3-A and 3-D for explanation of formulas.*	$RMSE_x = RMSE_y = 1.0$-ft $RMSE_r = 1.4142*RMSE_x = 1.4142*RMSE_y = 1.41$-ft
C.4.	NSSDA radial accuracy	NSSDA accuracy (20+ points) such that $1.73 * RMSE_r < 2.5'$
C.5.	Mismatch of features along mosaic lines between pixel resolution blocks of equal scale	Equal to or less than 4 pixels on well defined ground features (roads, sidewalks, curbs).

C	**4 inch GSD, equivalent to 1"=100'-scale (1:1200)**	
C.6.	Mismatch of features between 1-foot and 4-inch images	Equal to or less than the combination of the B.3. and C.5. criteria (4.3') on well defined ground features (roads, sidewalks, curbs).

1.4.4 ACCEPTANCE CRITERIA D: AEROTRIANGULATION – CONTRACTOR RESPONSIBILITY

D	Tested Characteristic	Measure of Acceptability
D.1.	Report Format	Conforms to required convention
D.2.	Report Completeness	All information complete and readable; reviewed and signed by a CP.
D.3.	PATB format ASCII AT files	Camera data, photo coordinates (PATB), adjusted control (ptXYZ), Orientations (ORI), and AT log files (aat.log)
D.4.	1"=100' map scale AT Horizontal accuracy against ground control	For 100' AT blocks, $RMSE_x$ and $RMSE_y$ values are acceptable up to 0.35'. $RMSE_r$ is acceptable up to 0.5'. Higher RMSE values are subject to review.
D.5.	1'=200' map scale AT Horizontal accuracy against ground control	For 200' AT blocks, $RMSE_x$ and $RMSE_y$ values are acceptable up to 0.6'. $RMSE_r$ is acceptable up to 0.84'. Higher RMSE values are subject to review.
D.6.	RMSE of control and tie points.	<10 micron in x and y. Higher RMSE values are subject to review.
D.7.	RMSE of survey check points	Not to exceed 12 micron in x and y.
D.8	NSSDA analysis [E, N] of 20+ QA points	95% within 1.73 * RMSE for corresponding scale
D.9.	Approval	CA Licensed Surveyor Signature and Seal

1.4.5 ACCEPTANCE CRITERIA E: GROUND CONTROL ACCEPTANCE – COUNTY AND CONTRACTOR RESPONSIBILITY

E	Tested Characteristic	Measure of Acceptability
E.1.	Report Format	Conforms to required convention
E.2.	Report Completeness	All information complete and readable
E.3.	Approval	CA Licensed Surveyor Signature and Seal
E.4.	Monument Record Form	Sufficient information to revisit point, description and picture
E.5.	Network	Meet NGS specifications for Order and Class
E.6.	Geodetic Survey: Horizontal Accuracy	Second Order Class 1 tied to NGS monuments.
E.7.	Geodetic Survey: Vertical Accuracy	Third Order.

E	Tested Characteristic	Measure of Acceptability
E.8.	Coordinate System	California Coordinate System of 1983, Zone 5,
E.9	Epoch	Epoch date: 2004.0

1.4.6 ACCEPTANCE CRITERIA F: DIGITAL TERRAIN MODEL QA (SUITABLE ONLY FOR ORTHORECTIFICATION) – CONTRACTOR RESPONSIBILITY

F	Tested Characteristic All Scales	Measure of Acceptability
F.1.	Information will be delivered by contractor to County, who will load data onto County servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
F.2.	File organization	Files written one per ortho tile provided. Only updated tiles are provided.
F.3.	File name	Conforms to required convention
F.4.	Format	Arc generate .lin and pnt files
F.5.	Format	Microstation .dgn Version V8.
F.6.	Georeferencing	Locates in proper tile grid cell
F.7.	Mass point locations	Mass points updated as needed to accurately build terrain to support orthophotos;
F.8.	Breakline locations	Breaklines updated as needed to control bridges, edge of pavement, hydrographic features, ridgelines, retaining walls as needed for orthorectification, none in open water.
F.9.	Continuity	No spikes, holes or blunders; no gaps of sufficient size to affect orthorectification, regardless of perspective center.
F.10.	Breakline Format	Arc generated .lin and pnt files

1.4.7 ACCEPTANCE CRITERIA G: HORIZONTAL AQ/QC POINT

G	Tested Characteristic All Scales	Measure of Acceptability
G.1.	Visibility on digital imagery	QA/QC checkpoints must be clearly photo-identifiable on images at map scales evaluated (4-inch)
G.2.	Well defined	Points must be clearly visible and not elevated (no fence posts, fire hydrants, etc.) that cast shadows
G.3.	Documentation	Each point is documented to describe the photo-identifiable feature surveyed
G.4.	Terrestrial images	Each point is photographed from the ground to help in photo-identification
G.5.	Survey accuracy and description of survey procedure used	Accuracy estimate, to include description of survey procedures used to achieve such accuracy

1.5 SOFTWARE REQUIREMENTS

1.5.1 SOFTWARE

Orthophotography from the project can be viewed using any software that can read and display the TIFF file formats. The TIFF v6 format is widely used and software that supports this file format can generally be grouped into two categories; image viewers and GIS software.

1.5.2 RASTER IMAGE VIEWING SOFTWARE

Image viewing software will display raster images like the project deliverables. The images can generally only be viewed one tile at a time. With viewer software images do not have any geo-referencing. Therefore, any measurements made on the photo are reported in photo units rather than in ground units.

"Imaging for Windows" by Kodak which comes by default with the Windows2000 operating system is an example of image viewing software. Additional information on TIFF viewers can be found at http://hazmat.dot.fov/ntsb/ntsb_viewer_help.htm.

1.6 COUNTY OBLIGATIONS

1.6.1 SYSTEM REQUIREMENTS

County's system for use of the orthogonal imagery in GEOTIFF or various other formats (MrSID, ECW, etc.) will have sufficient capabilities and capacity to view and manage digital images.

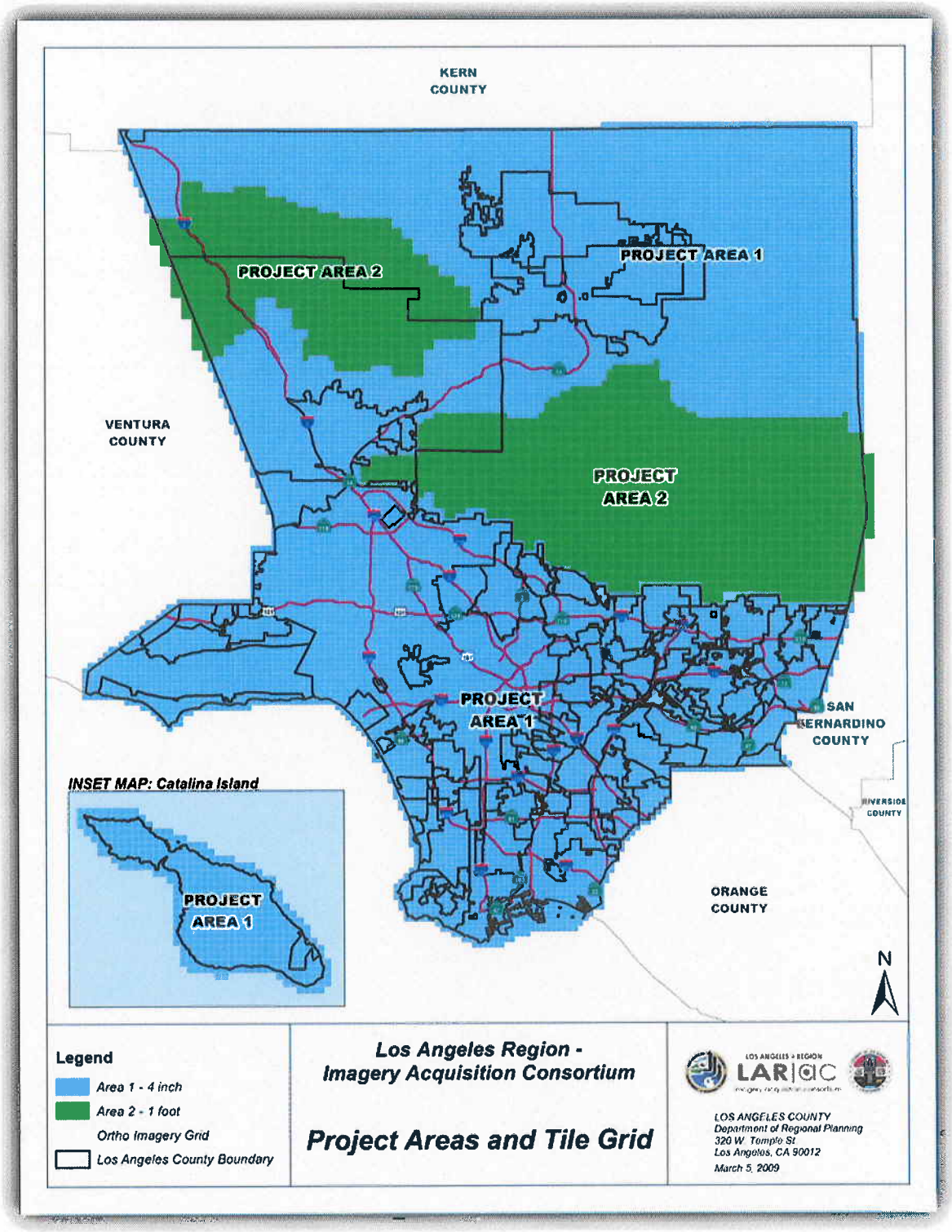
1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/
   a) LAR-IAC Project Area Boundaries (shapefile format)
   b) Detailed County/City Boundaries (for orientation only - shapefile format)
   c) Grid for project tiles (shapefile format)
   d) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)
   e) Boundary of Urban Canyons "Downtown Areas" high-rise areas (shapefile format)
   f) Parcel vector database (for orientation only – shapefile format)
   g) Existing control cadastral monuments (shapefile format)
   h) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4" ortho imagery)
   i) Proposed Delivery Areas (shapefile format)
   j) Proposed Mosaic Tile Areas (shapefile format)
   k) Boundary of locations that could potentially have large changes in elevation (ie. Significant grading) that would affect ortho imagery rectification
   l) Other relevant GIS layers mutually determined by the Contractor and County.

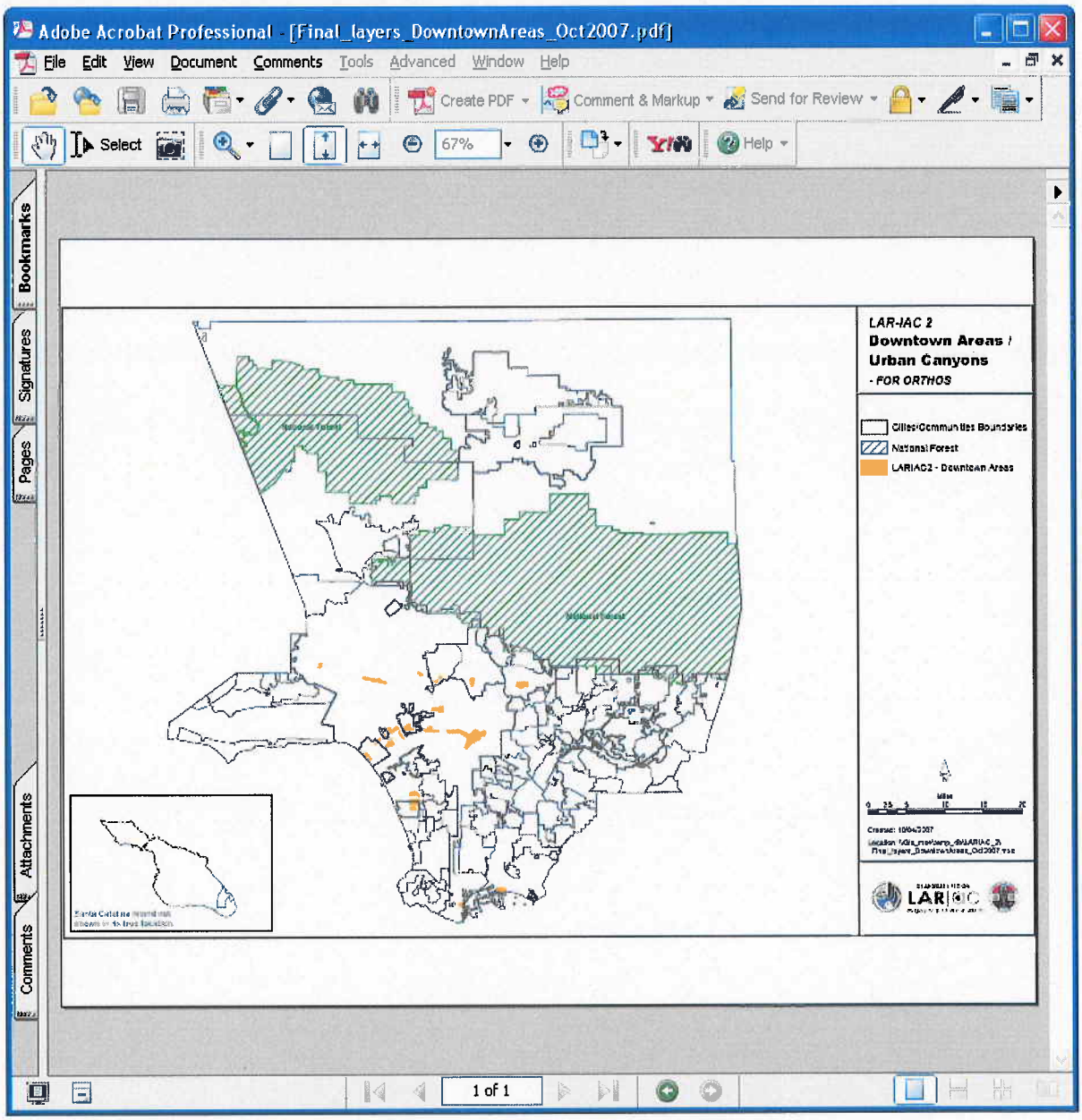
2. Digital Elevation Data (from LiDAR and stereo compilation) provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County will be responsible for:
   a) Assignment of all point numbers;
   b) Provision of blank monument record forms;
   c) Providing the County Survey Monuments digital files.

1.7 REFERENCE MAPS

1.7.1 PROJECT AREAS AND TILE GRID



1.7.2 URBAN CANYON (DOWNTOWN AREAS)



1.7.3 DELIVERY AREAS

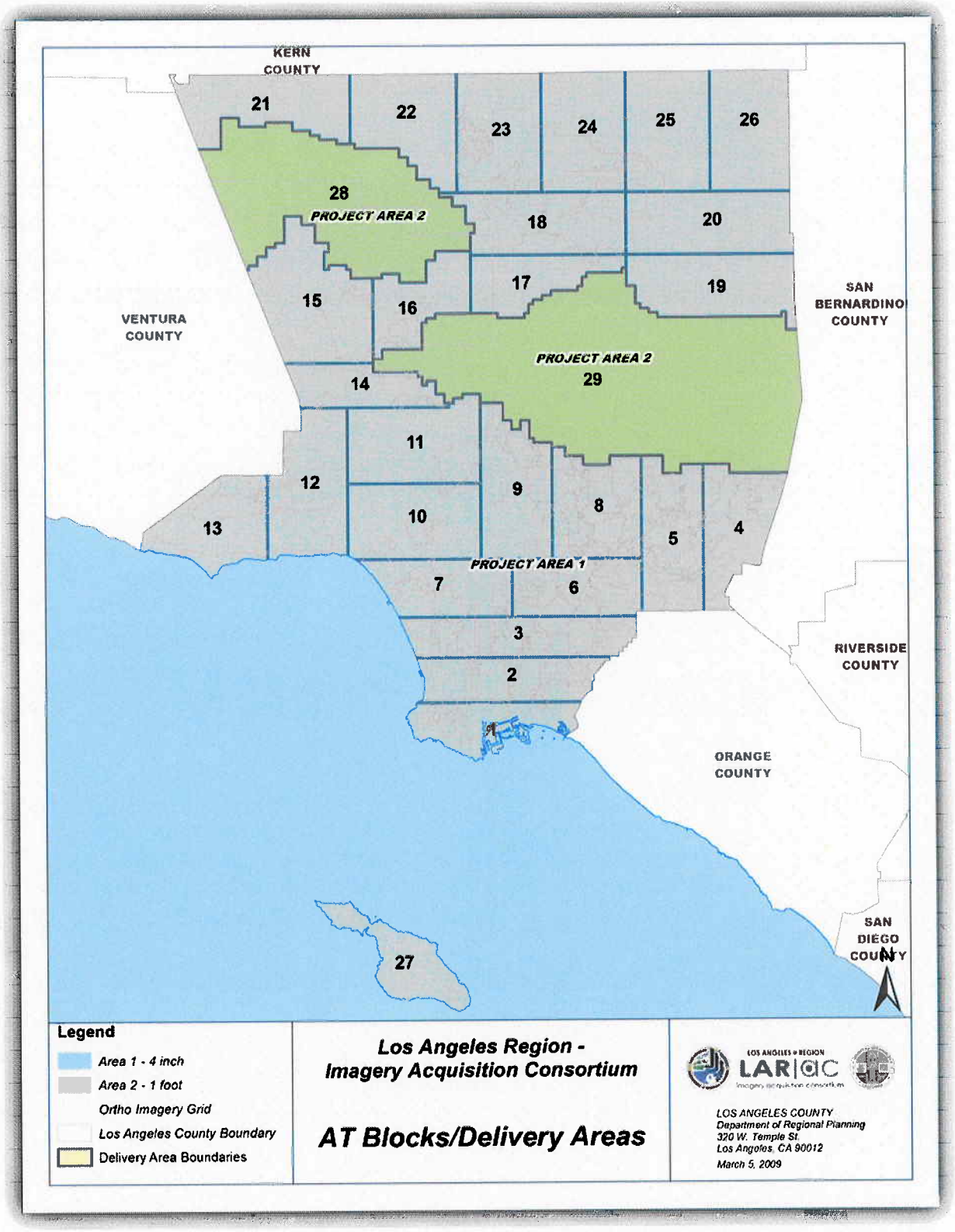


EXHIBIT A.3

STATEMENT OF WORK – BUILDING REPRESENTATIONS

FOR

DIGITAL AERIAL DATA

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Building Representations collected from stereo imagery. The planimetric features (building representations) shall be topologically correct and meet the American Society for Photogrammetry and Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1" = 100' (and 1" = 200' for some areas) mapping in order to be incorporated into existing participants' GIS systems.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement, the following definitions shall apply throughout this Exhibit A.3 (Statement of Work – Building Representations):

1. Planimetric Features

   The term "Planimetric Feature(s)" shall mean representations of structures and other geographic features extracted from aerial photography. Examples of Planimetric Features include building representations, paved surfaces, curb lines, fences, manholes, signals, runways, dams, culverts, etc.

2. Building Representation

   The term "Building Representation" shall mean Planimetric Feature representing the representation of an erect building (not under construction or ruin) that serves a primary business, government, or residential function.

1.2 TASKS AND DELIVERABLES

TASK 1 – DEVELOP PROJECT WORK PLAN

Contractor shall review and analyze the Data Requirements for the Building Representations to be provided under this Agreement and develop a Project Work Plan, which shall be used to accomplish the following:

1. Guide project planning;
2. Document project planning assumptions and constraints;
3. Document project-planning decisions regarding alternatives chosen;
4. Facilitate communication between project stakeholders;
5. Define key management reviews as to content, extent and timing;
6. Provide a baseline for progress measurement and project control; and
7. Provide a cost per representation for that will be used to develop project cost based upon building size and number of buildings, which will be entered into Section 2 (Schedule of Deliverables and Payments) of the Scope of Work.

DELIVERABLE 1 – PROJECT WORK PLAN

Contractor shall provide for County approval a Project Work Plan document in Word and Portable Document Format (PDF) developed in accordance with Task 1 (Develop Project Work Plan).

TASK 2 – UPDATE BUILDING REPRESENTATIONS

Contractor should utilize stereo imagery to update the existing building representations. This method will allow for data extraction without radial displacement and delineation of features obstructed by building lean. Existing LAR-IAC building representations will be provided for building edits/updates. Contractor shall provide deliverables that enable LARIAC to identify buildings that have been demolished, modified, replaced, or added since last capture/creation.

1. Horizontal accuracy shall be consistent with Second Order, Class I, i.e. ninety-five percent (95%) confidence interval of 2 cm base error and 20 parts per million linear errors.
2. Data creation shall be constrained to American Society for Photogrammetry and Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1" = 100'.
3. Vertical datum shall be NAVD88. All vertical stations set will be tied directly to NGS monuments whose orthometric height was determined by differential leveling and adjusted by the NGS on, or after June 1995.
4. Units shall be U.S. Survey Feet.
5. All features will conform to the California Coordinate System of 1983, Zone5. Longitude and latitude will be based on the North American Datum of 1983.
6. Each enclosed building representation polygon shall contain two "z" (elevation) attributes representing the highest point on the building (building height above ground and mean sea level), excluding flagpoles, chimneys, and other features smaller than 4 square feet.
7. Original building IDs shall be maintained with new building IDs generated for updated/new buildings. A separate data set for demolished/removed building representations will also be created.

DELIVERABLE 2 – FINAL ACCEPTANCE

Contractor shall provide the following Deliverables in accordance with Task 2 (Update Building Representations):

2.1 ArcGIS shapefile with building representations as of imagery capture date represented as closed polygons (with height and elevation or "z" values as attributes for each feature), including attributes identifying source of change (modification, new construction, replacement) and links to prior building IDs. When factors such as shadows or occlusions exist building shapes can be "interpreted" but should be attributed as such.

2.2 ArcGIS shapefile of all buildings that have been updated, to support change analysis and detection, including attributes identifying source of change (demolition, modification, new construction, replacement) and links to current building IDs.

2.3 FGDC Compliant metadata.

TASK 3 – PROVIDE OPTIONAL WORK

Optional work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments) of the Base Agreement.

Optional work shall be limited to additional work related to building representations and/or Planimetric Features.

Examples of Optional Work:

1. **Level of Detail**: Participants may request enhanced levels of detail as provided by Contractor, including enhanced three-dimensional modeling, addition of textures and applied imagery, etc as supported by Contractor.
2. **Building Size**: Participants may request the capture of building representations for buildings smaller than the original scope of work (400 sq. ft.).
3. **Attribute Information**: Participants may request the capture and addition of address information to their building representations. This may include the addition of the primary, secondary, and fractional addresses, construction types, or use types.
4. **Non-Permanent Features**: Participants may seek to capture non-permanent features such as mobile homes, boats, Recreational Vehicles, or other features not specified in the original scope of work.
5. **Other Items**: Participants may seek to capture other items not specified in the original scope of work and not currently envisioned.

DELIVERABLE 6 – OPTIONAL WORK

Contractor shall successfully provide Optional Work deliverables in accordance with Task 3 (Provide Optional Work).

1.3 SPECIFICATIONS

1.3.1 DATA REQUIREMENTS

Remote-sensed digital orthogonal aerial imagery will be collected to provide source data for creation of building representations. Existing LAR-IAC building representations will be provided for building updates (demolition, modification, new construction, replacement).

1.3.2 EQUIPMENT REQUIREMENTS

Due Prior to commencing processing, Contractor shall clearly identify the equipment (stereo software, hardware, etc.) to be used to process building representations.

1.3.3 DIRECT DIGITAL AERIAL IMAGERY ACQUISITION

Contractor shall describe the overall methodology for building representations collection and processing and procedures for ensuring accuracy standards of data are met.

1.3.4 PROTOTYPE (TEST) AREAS

Contractor will provide County with sample building representations displaying the same processing standards as will be done for the project. This sample data will be

provided to the QA/QC vendor as well as to County. County will have an opportunity to review the samples, and will give written acceptance of the enhancements prior to the Contractor processing the remainder of the project.

1.3.5 METADATA

FGDC-compliant metadata will be provided for the deliverables (building representations). These metadata will be completed using standard industry metadata tools and output in standard file formats for viewing in all widely available viewing utilities.

1.3.6 ACCURACY STANDARDS

All building representations should conform to the industry accuracy and quality standards established by the American Society for Photogrammetry and Remote Sensing (ASPRS) for Large Scale Mapping Class 1 Maps for 1" = 100' mapping.

1.4 ACCEPTANCE CRITERIA

Contractor (and subcontractor) acknowledges that all finished products and final deliverables will be subject to systematic QA/QC, which will be done by an independent firm, whose services will be solicited by County in conjunction with this contract.

For this purpose, the County and participating cities will do additional random QA/QC to assure that all received building representations are in compliance with specified technical specifications and standards.

The Acceptance Criteria Table with "Tested Characteristics" and "Measure of Acceptability" will be finalized by Contractor and County's QA/QC vendor during the first weeks of the project. Contractor will provide in its subcontractor's Project Work Plan (which is Contractor's first project deliverable) and County's QA/QC vendor will provide in its Quality Plan document.

1.4.1 ACCEPTANCE CRITERIA: COMPLETENESS AND AESTHETICS – BUILDING REPRESENTATIONS

** Contractor is responsible for delivering building representations to County's QA/QC vendor meeting the format and specifications below. QA/QC vendor will assure final delivery to County is in the correct format.

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		**Building Representations**	
A.1.	Contractor to QA/QC vendor; QA/QC vendor to LAR-IAC	Media: USB External hard drives	Media is readable, all files accessible, no files corrupted
A.2.	QA/QC vendor	Media label	As specified by County
A.3.	Contractor	File name	Buildings
A.4.	Contractor	File format	ESRI shapefile

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		**Building Representations**	
A.5.	Contractor	Files must open in correct location	Files must open with ESRI software
A.6.	Contractor	Vertical Datum	NAVD88
A.7.	Contractor	Projection	NAD 1983 State Plane – California Zone V
A.8.	Contractor	Horizontal Datum	NAD 83 reference datum
A.9.	Contractor	Units	U.S. Survey Feet
A.10.	Contractor	Spatial accuracy standards	ASPRS Accuracy Standards for Large Scale Maps Class 1 Maps 1" = 100' and 1"= 200' (national forest areas)
A.11.	Contractor	Feature	Features captured will represent building representations for permanent structures that meet the minimum size requirements. This excludes RV parks.
A.12.	Contractor	Feature Types	**Primary building** - Polygon enclosing all erect buildings (not under construction or ruin) that serve primary business and residential functions (i.e., houses, apartments, commercial facilities). Includes attached covered porches, permanent overhangs, carport roofs, covered sidewalks, etc. as part of the building. Do not show common rooflines (e.g., between town homes, or interior sections/firewalls in commercial buildings). Courtyard or Atrium - Polygon created inside a primary building that is fully encompassing of an open area. **Secondary building** – Polygon enclosing all erect buildings (not under construction or ruin) that serve as secondary or minor buildings (garage/outbuilding). Includes the following: Smokestack - A closed circle enclosing the base of a large cylindrical smokestack. Silo/Bin - Polygon enclosing a large cylindrical receptacle for farm product storage. Tank - Polygon enclosing commercial storage tank features (Oil, chemical and propane). Do not capture small private / residential propane tanks. Water tower - Polygon enclosing water tower. Do not capture temporary structures such as construction trailers or tool storage sheds.
A.13.	Contractor	Vector data	Features should be closed polygons that are snapped and joined to create continuous segments

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		**Building Representations**	
			without overruns and gaps.
A.14.	Contractor	Buildings/townhouses and parcels	Features will be cut by parcel lines (downtown core buildings only) unless extending 1' or less into the next parcel. In this case, it should be snapped to the parcel. Townhouses and contiguous buildings crossing parcel lines will not be cut.
A.15.	Contractor	Buildings connected by corridors, covers, and walkways	Each building portion shall be created or digitized as a separate polygon (when possible).
A.16.	Contractor	Building generalization	Building shapes can be "interpreted" (and attributed as such) when factors such as shadows or occlusions exist.
A.17.	Contractor	Vertical or "Z" values and building IDs	Z-values for height above ground and mean sea level will be gathered from the highest point of the roof (rounded to the nearest 1/10th of a foot). This excludes non-structural features such as chimneys, air conditioning units, antennas, and flag poles. Original building IDs will be maintained with new IDs generated for updated/new buildings. Demolished/removed building representations will be consolidated into a separate data set.
A.18.	Contractor	Minimum building size	Building shapes (polygons) should be created for all structures 20' X 20' (or 400 sq. ft.) or larger in size.
A.19.	Contractor	Minimum segment length	1.5' excluding awnings
A.20.	Contractor	Minimum size for change	Buildings that have roofline changes greater than 100 square feet.
A.21.	Contractor	Metadata	Complies with standard (to be determined by LA County; to match LAR-IAC metadata deliverable). Meets minimum FGDC Content Standard.

1.5 SOFTWARE REQUIREMENTS

Building Representations from the LAR-IAC Project can be viewed using any software that can read and display the shapefile format.

1.6 COUNTY OBLIGATIONS

1.6.1 SYSTEM REQUIREMENTS

County's system for use of the building representations in shapefile format will have sufficient capabilities and capacity to view and manage the digital GIS datasets.

1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/
   a) LAR-IAC Project Area Boundaries (shapefile format)*
   b) Detailed County/City Boundaries (for orientation only - shapefile format)*
   c) Grid for project tiles (shapefile format)*
   d) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)*
   e) Boundary of Urban Canyons "Downtown Areas" high-rise areas (shapefile format)*
   f) Parcel vector database (for orientation only – shapefile format)
   g) Existing control cadastral monuments (shapefile format)
   h) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4" ortho imagery)
   i) Other relevant GIS layers mutually determined by the Contractor and County.

*These shapefiles will be provided to all Proposers as a necessary input to the preparation of their response to this RFP.

2. All data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.

1.7 REFERENCE MAPS

1.7.1 BUILDING REPRESENTATION AREA (BRA)

Contractor (and subcontractor) shall start the building representation process by beginning with Area 1 (as described below), followed by Area 2. Maps of these areas are shown below.

BRA	RESPONSIBLE COMPANY	AREA	AREA DESCRIPTION
BRA1	Contractor	Project Area 1	All primary and secondary structures meeting the standards set forth in the acceptance criteria however, building shapes (polygons) should be created for all structures 20' X 20' (or 400 sq. ft.) or larger in size. This area covers all areas inside the County of los Angeles except for those areas falling within the Angeles and Los Padres National Forests
BRA2	Contractor	Project Area 2	All primary and secondary structures meeting the standards set forth in the acceptance criteria **falling within the Angeles and Los Padres National Forests**

1.7.2 PROJECT AREA MAPS

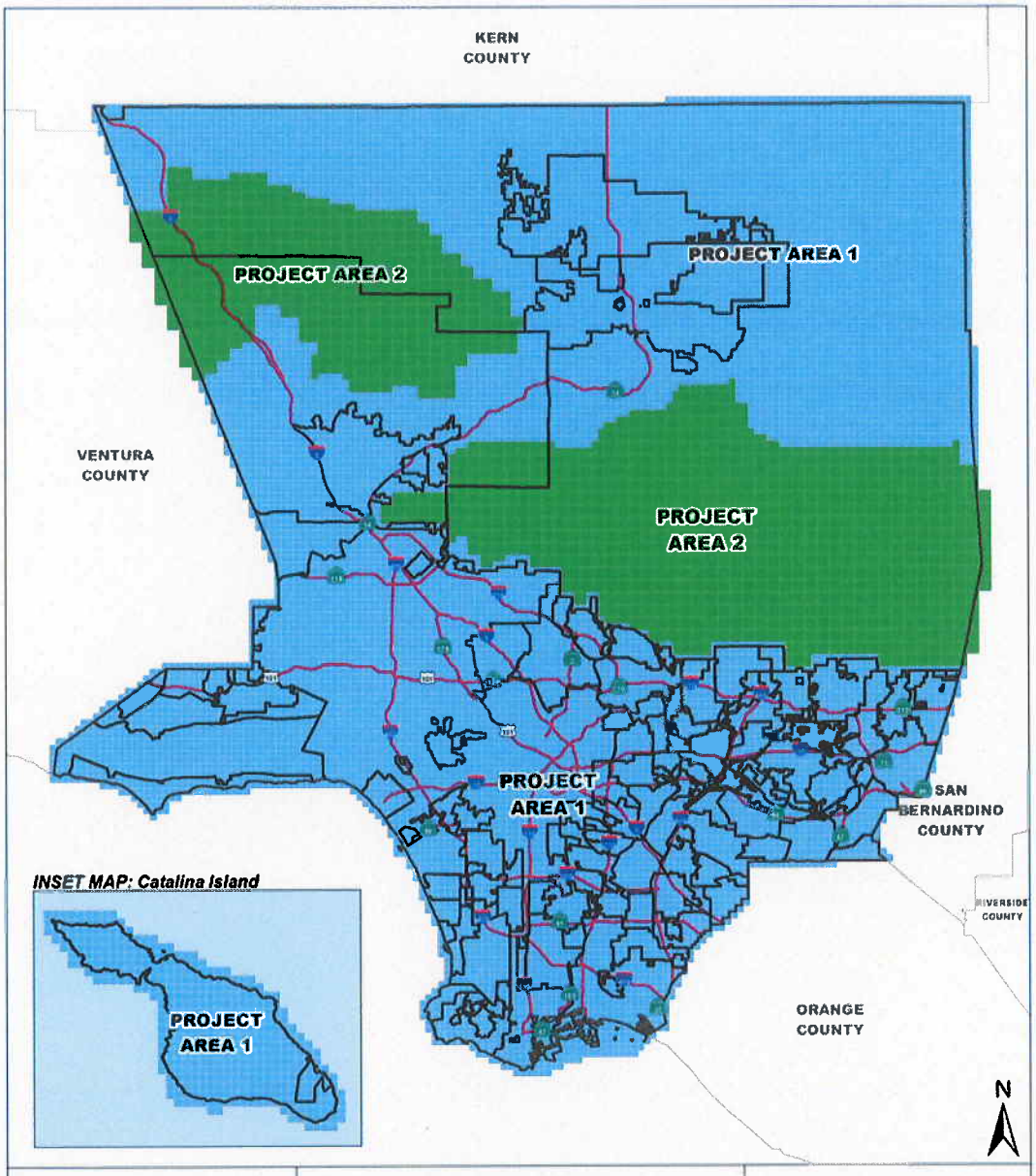


EXHIBIT A.4

STATEMENT OF WORK – DIGITAL TERRAIN DATA

FOR

DIGITAL AERIAL DATA

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Digital Terrain Data collected and Delivered in accordance with the USGS LiDAR Base Specification V1.0, 2012, but with two (2) different Quality Levels for Project Area 1 and Project Area 2.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement, the following definitions shall apply throughout this Exhibit A.3 (Statement of Work – Building Representations): No additional definitions.

1. Digital Terrain Model (DTM)

   The terms "Digital Terrain Model" and "DTM" shall mean the bare earth terrain, LAS Class 2, from which elevated surface features, such as buildings and trees, have been reclassified as LAS Class 1, with the addition of breaklines as needed for hydro-flattening of water bodies.

2. Digital Elevation Model (DEM)

   The terms "Digital Elevation Model" and "DEM" shall mean the bare earth terrain (like the DTM), LAS Class 2, from which elevated surface features, such as buildings and trees, have been reclassified as LAS Class 1 – but is represented as a raster (regularly spaced GRID).

3. Digital Surface Model (DSM)

   The terms "Digital Surface Model" and "DSM" shall mean the top reflective surface and includes all objects on it (including buildings and trees). Sometimes referred to as "first return" data.

4. LiDAR Point Cloud

   The term "LiDAR Point Cloud" shall mean a large set of three dimensional points, collected from LiDAR. Points clouds are almost always 3D. Point clouds have an order of magnitude more features than point datasets. Individual features in point clouds do not typically possess individually meaningful attributes; the information value in a point cloud is derived from the relations among large numbers of features.

1.2 TASKS AND DELIVERABLES

TASK 1 – DEVELOP PROJECT WORK PLAN

Contractor shall review and analyze the Digital Terrain Data deliverable to be provided under this Agreement and develop a Project Work Plan, which shall be used to accomplish the following:

1. Guide project planning;
2. Document project planning assumptions and constraints;
3. Document project-planning decisions regarding alternatives chosen;
4. Facilitate communication between project stakeholders;

5. Define key management reviews as to content, extent and timing; and
6. Provide a baseline for progress measurement and project control.

DELIVERABLE 1 – PROJECT WORK PLAN

Contractor shall provide for County approval a Project Work Plan document in Word and Portable Document Format (PDF) developed in accordance with Task 1 (Develop Project Work Plan).

TASK 2 – PROVIDE DIGITAL TERRAIN DATASETS (DSM, DTM AND DEM) – PROJECT AREA 1

Contractor shall produce Digital Terrain Datasets for **Project Area 1** to support generation of ortho imagery, 3D visualization, change detection and 1 foot contour generation with breakline data. Digital Terrain Datasets should be produced using LiDAR technology with a combination of stereo compilation for breaklines specified in Acceptance Criterion C.8 for control of bridges, edge of pavement, hydrographic features, ridgelines, and retaining walls as needed for orthorectification and contouring.

The Digital Terrain Datasets shall comply with the following requirements:

1. The DTM nominal pulse spacing (NPS) shall be 0.707 meters or less per LiDAR swath to achieve a density of 2 points per square meter or better.
2. The DTM's vertical accuracy shall be suitable for 1 foot contouring, i.e., Accuracy (z) of 0.60 foot at the ninety-five percent (95%) confidence level.
3. The DTM's horizontal accuracy shall be suitable for 1:1200 mapping, i.e., Accuracy (r) of 3.80 foot at the ninety-five percent (95%) confidence level.
4. The DEM with cell size no greater than 0.7 meters or 2.5 feet, and no less than the design Nominal Pulse Spacing (NPS). Delivery should be in an industry-standard, GIS compatible, 32-bit floating point raster format (ERDAS .IMG preferred). Tiled delivery without overlap; and will show no edge artifacts or mismatch.
5. DEM Void areas shall be coded using a unique NODATA value. This value shall be identified in the appropriate location within the raster file header or external support files (for example, .aux).
6. The DSM is usually referred to as 'first return data'; requirements are the same as the DTM; with a different delivery format.

DELIVERABLE 2 – DIGITAL TERRAIN DATASETS – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 2 (Provide Digital Terrain Datasets (DSM), DTM and DEM) – Project Area 1):

2.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.

2.2 First return data (DSM) in ArcGIS compatible format and CAD compatible format.

2.3 Bare-earth DTM incorporating the last return LiDAR data in ArcGIS raster format and CAD compatible format.

2.4 Raw point cloud data that includes the following:

a) All swaths, returns, and collected points, fully calibrated and adjusted to ground, by swath.

b) Fully compliant LAS v 1.2 or v1.3, point Data Record Format 1, 3, 4 or 5.

c) LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data.

d) Correct and properly formatted georeferenced information must be included in all LAS file headers.

e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.

f) One file per swath per file, file size not to exceed 2 GB.

2.5 Classified point cloud includes the information in 2.3 above; but also includes a classification scheme. Minimum classified point cloud classification scheme should be as follows:

CODE	DESCRIPTION
1	Processed, but unclassified
2	Bare-earth ground
7*	Noise (low or high; manually identified; if needed)
9	Water
10*	Ignored Ground (Breakline proximity
11	Withheld (if the Withheld is not implemented in processing software)

* *Class 7, Noise, is included as an adjunct to the Withheld bit. All noise points are to be identified using on of these two methods.*

* Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during DEM generation.

2.6 FGDC compliant metadata.

TASK 3 – GENERATE CONTOURS WITH ONE FOOT INTERVAL – PROJECT AREA 1

Contractor shall generate contours with 1 foot intervals for **Project Area 1** using DTM prepared in Task 2 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 1). Contour lines should be seamless for the entire area as specified in the Statement of Work.

DELIVERABLE 3 – 1 FOOT CONTOURS – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 3A (Contours with One Foot Interval – Project Area 1):

3.1 ArcGIS shapefiles with contours tiled to LAR-IAC grid system.

3.2 AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 4 – PROVIDE DIGITAL TERRAIN DATASETS (DSM, DTM AND DEM) – PROJECT AREA 2

Contractor shall produce Digital Terrain Datasets for **Project Area 2** to support generation of ortho imagery, 3D visualization, change detection and 2 foot contour generation. DTM can be produced by using automatic stereo compilation (from ortho imagery) or can be produced by using LiDAR.

The Digital Terrain Datasets, if created by LIDAR, shall comply with the following requirements:

1. The DTM nominal pulse spacing (NPS) shall be 1.414 meters or less per LiDAR swath to achieve a density of 0.5 points per square meter or better.
2. The DTM's vertical accuracy shall be suitable for 2 foot contouring, i.e., Accuracy (z) of 1.19 feet at the ninety-five percent (95%) confidence level.
3. The DTM's horizontal accuracy shall be suitable for 1:2400 mapping, i.e., Accuracy (r) of 3.80 foot at the ninety-five percent (95%) confidence level.
4. The DEM with cell size no greater than 1 meters or 3.5 feet, and no less than the design Nominal Pulse Spacing (NPS). Delivery should be in an industry-standard, GIS compatible, 32-bit floating point raster format (ERDAS .IMG preferred). Tiled delivery without overlap; and will show no edge artifacts or mismatch.
5. DEM Void areas shall be coded using a unique NODATA value. This value shall be identified in the appropriate location within the raster file header or external support files (for example, .aux).
6. The DSM is usually referred to as 'first return data'; requirements are the same as the DTM; with a different delivery format.

DELIVERABLE 4 – DIGITAL TERRAIN DATASETS – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 4 (Provide Digital Terrain Datasets (DSM), DTM and DEM) – Project Area 2):

4.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.

4.2 First return data (DSM) in ArcGIS compatible format and CAD compatible format.

4.3 Bare-earth DTM incorporating the last return LiDAR data in ArcGIS raster format and CAD compatible format.

4.4 Raw point cloud data that includes the following:

a) All swaths, returns, and collected points, fully calibrated and adjusted to ground, by swath.

b) Fully compliant LAS v 1.2 or v1.3, point Data Record Format 1, 3, 4 or 5.

c) LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data.

d) Correct and properly formatted georeferenced information must be included in all LAS file headers.

e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.

f) One file per swath per file, file size not to exceed 2 GB.

4.5 **Classified point cloud includes the information in 2.3 above;** but also includes a classification scheme. Minimum classified point cloud classification scheme should be as follows:

CODE	DESCRIPTION
1	Processed, but unclassified
2	Bare-earth ground
7*	Noise (low or high; manually identified; if needed)
9	Water
10*	Ignored Ground (Breakline proximity
11	Withheld (if the Withheld is not implemented in processing software)

* *Class 7, Noise, is included as an adjunct to the Withheld bit. All noise points are to be identified using on of these two methods.*

* *Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during DEM generation.*

4.6 FGDC compliant metadata.

TASK 5– GENERATE CONTOURS WITH TWO FOOT INTERVAL – PROJECT AREA 2

Contractor shall generate contours with 2 foot intervals for **Project Area 2** using DTM prepared in Task 4 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 2). Contour lines should be seamless for the entire area as specified in the Statement of Work.

DELIVERABLE 5 – 2 FOOT CONTOURS – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 5A (Contours with Two Foot Interval – Project Area 2):

5.1 ArcGIS shapefiles with contours tiled to LAR-IAC grid system.

5.2 AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 6 – CORRECT DIGITAL TERRAIN DATA DEFICIENCIES

Contractor shall correct all Digital Terrain Data Deficiencies identified by County within the Warranty Period, as further described in the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 6 – FINAL ACCEPTANCE

Final Acceptance shall be reached when Contractor has corrected all Digital Terrain Data Deficiencies.

TASK 7 – PROVIDE OPTIONAL WORK

SUBTASK 7.1 – PROVIDE OPTIONAL PRODUCTS

If requested and approved by County, Contractor shall provide to County software, tools, data, and other products related to the Digital Terrain data. The Optional Products shall be provided in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments)of the Base Agreement of Appendix A (Required Agreement) to the RFP.

SUBTASK 7.2 – PROVIDE OPTIONAL SERVICES

If requested and approved by County, Contractor shall provide to County on-site implementation support, additional training and other consulting services related to the Digital Terrain Data. The Optional Services shall be provided in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 7 – OPTIONAL WORK

Contractor shall successfully provide Optional Work, including Optional Products and Optional Services, in accordance with Task 7 (Provide Optional Work).

1.3 DIGITAL TERRAIN REQUIREMENTS

1.3.1 DATA REQUIREMENTS

Remote-sensed digital terrain data will be collected to provide source data for creation of the digital terrain model. Due to the County's desire to have a very high resolution digital terrain data, all data shall be collected to support a minimum 0.707 meter nominal pulse spacing (NPS) for urban areas (Project Area 1) and 1.414 meter NPS for national forest areas (Project Area 2).

1.3.2 EQUIPMENT REQUIREMENTS

Prior to commencing flyovers, Contractor shall clearly identify the equipment (aircraft, digital sensor, etc.) to be used to collect data.

1.3.3 CONTROL ESTABLISHMENT

If it is determined to be necessary by Contractor, additional ground control points, augmenting the county's control points as needed (approximately 200 to 300) to meet the accuracy requirements of this proposal, will be collected by Contractor All control used in the production of products for this effort shall conform to acceptable errors as set forth by the FGDC. If additional control points are generated as a result of this effort, Contractor will be required to provide these points as an attributed feature layer. The Project Work Plan shall contain a detailed explanation of control methodology and a listing of control data that will be provided under this effort. Collection of up to one hundred (100) additional ground control points may be considered Optional Work.

1.3.4 COLLECTION

Specifications and methodology for the LiDAR flight should include documentation of mission date(s), time, flight altitude, overlap, and airspeed. Flight plans shall be generated and should cover the proposed project areas. Proposal should address how various

environmental conditions will be handled and any special considerations for areas of dense coverage (e.g., locations containing dense foliage).

A complete survey control plan shall be submitted to include collection, processing and incorporation of survey control in the LiDAR processing. The plan should include a detailed description of survey control for quality control and validation checks of the LiDAR dataset.

Specifications for the data collection should include scan angle, along-track, and cross-track, pulse spacing, pulse width and density, and number of returns. LiDAR derived data will have the accuracy required to produce topographic maps including 1-foot elevation contours. Proposed data products shall be prepared to meet the accuracy requirements of ASPRS Guidelines for Vertical Accuracy Reporting for LiDAR Data, Version 1, May 2004.

Proposer should describe the production process used for LAS classification of vegetation or structures in order to determine bare-earth representation. Proposer should describe the approach to definition and resolution of data voids and data artifacts resulting from the mission. Proposer should describe quality assurance and quality control (QA/QC) procedures to ensure the integrity of the LiDAR data. Proposer should describe acceptance test procedures to be used to ensure data conforms to the accuracy requirements.

1.3.5 ACCURACY

DTM accuracy testing will be performed by LAR-IAC consistent with ASPRS Guidelines for Vertical Accuracy Reporting for LiDAR Data, Version 1, May 2004.

In Project Area 1, the Fundamental Vertical Accuracy (FVA) in open terrain shall be 18.13-cm or better at the 95% confidence level, based on RMSEz of 9.25-cm in open terrain. The Consolidated Vertical Accuracy (CVA) in all land cover categories combined shall be 27.2-cm at the 95th percentile.

In Project Area 2, the Fundamental Vertical Accuracy (FVA) in open terrain shall be 36.26-cm or better at the 95% confidence level, based on RMSEz of 18.5-cm in open terrain. The Consolidated Vertical Accuracy (CVA) in all land cover categories combined shall be 54.4-cm at the 95th percentile.

Proposer should describe the methodology for creating the Digital Terrain Datasets using stereo edited LiDAR data. To generate accurate contours at a 1 and 2 foot interval the LiDAR DTM points will be enhanced with photogrammetrically or lidargrammetrically compiled breaklines. Breaklines are defined as ridgelines, retaining walls, edges of pavements or hydrographic features. The LiDAR data points together with the breaklines will form a TIN (Triangular Irregular Network) from which the contours are generated.

Proposals should provide a detailed description of the input data, production process, quality assurance/quality control, and proposed acceptance test methodology for providing the digital terrain data required by this effort.

1.3.6 RE-FLIGHTS

If required, the Contractor will correct unacceptable digital terrain data at no additional cost to LA County. All re-flight coverage shall overlap the accepted LiDAR data by at least two swaths.

1.3.7 PROTOTYPE (TEST) AREA

Contractor will provide County with sample digital terrain data, which will be provided to the QA/QC vendor as well as to County. County will have an opportunity to review the samples, and will give written acceptance of the enhancements prior to the Contractor processing the remainder of the project.

1.3.8 METADATA

FGDC-compliant metadata will be provided for the deliverable digital terrain data and elevation contours data sets. These metadata will be completed using standard industry metadata tools and output in standard file formats for viewing in all widely available viewing utilities.

1.4 ACCEPTANCE CRITERIA

Contractor (and subcontractor) acknowledges that all finished products and final deliverables will be subject to systematic QA/QC, which will be done by an independent geospatial firm, whose services will be solicited by County in conjunction with this Agreement.

The Acceptance Criteria Table with "Tested Characteristics" and "Measure of Acceptability" will be finalized by Contractor and County's QA/QC vendor during the first month of the project. Contractor will provide in its subcontractor's Project Work Plan (which is Contractor's first project deliverable) and County's QA/QC vendor will provide in its Quality Plan document.

1.4.1 ACCEPTANCE CRITERIA: COMPLETENESS

	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A	**All Scales**	
A.1.	Information will be delivered by contractor to County, who will load data onto County Servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
A.2.	File organization	Files written in tile sheet order
A.3.	File name	Conforms to required convention- based on CA SPCS Zone 5 L4_xxxx_yyyya (a-d).
A.4.	Files must open in correct location	Files must open with ESRI software
A.5.	Vertical Datum	NAVD88 (Feet to 2 decimal places)
A.6.	Projection	NAD 1983 State Plane – California Zone V
A.7.	Horizontal Datum	NAD 83 reference datum
A.8.	Units	U.S. Survey Feet (to 2 decimal places)
A.9	Conformance with tile index grid	Tile matches grid, no gaps between tiles at 1:1 view.
A.10.	Coverage	Full tiles; no data holidays. As indicated in County Data and Reference Maps. The basic rule is at least 500' buffer around County boundary (no partial tiles, no seams and no overlaps). Flying and image capture teams should be aware of this.

C	Tested Characteristic All Scales	Measure of Acceptability
		terrain to support orthophotos;
C.8.	Breakline locations	Breaklines updated as needed to control bridges, edge of pavement, hydrographic features, ridgelines, retaining walls as needed for orthorectification and contouring, none in open water.
C.9.	Continuity	No spikes, holes or blunders; no gaps of sufficient size to affect orthorectification, regardless of perspective center.
C.10.	Breakline Format	Arc generated .lin and pnt files

1.5 SOFTWARE REQUIREMENTS

Digital Terrain Data from the project can be viewed using any software that can read and display standard digital terrain data file formats. The LAS format is widely used and software that supports this file format can generally be grouped into two categories; LiDAR viewers and GIS software.

1.6 COUNTY OBLIGATIONS – ORTHOGONAL IMAGES

1.6.1 SYSTEM REQUIREMENTS

County's system for use of the digital terrain data will have sufficient capabilities and capacity to view and manage digital images.

1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/

   g) LAR-IAC Project Area Boundaries (shapefile format)

   h) Detailed County/City Boundaries (for orientation only - shapefile format)

   i) Grid for project tiles (shapefile format)

   j) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)

   k) Boundary of Urban Canyons "Downtown Areas" high-rise areas (shapefile format)

   l) Parcel vector database (for orientation only – shapefile format)

   m) Existing control cadastral monuments (shapefile format)

   n) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4" ortho imagery)

   o) Proposed Delivery Areas (shapefile format)

   p) Proposed Mosaic Tile Areas (shapefile format)

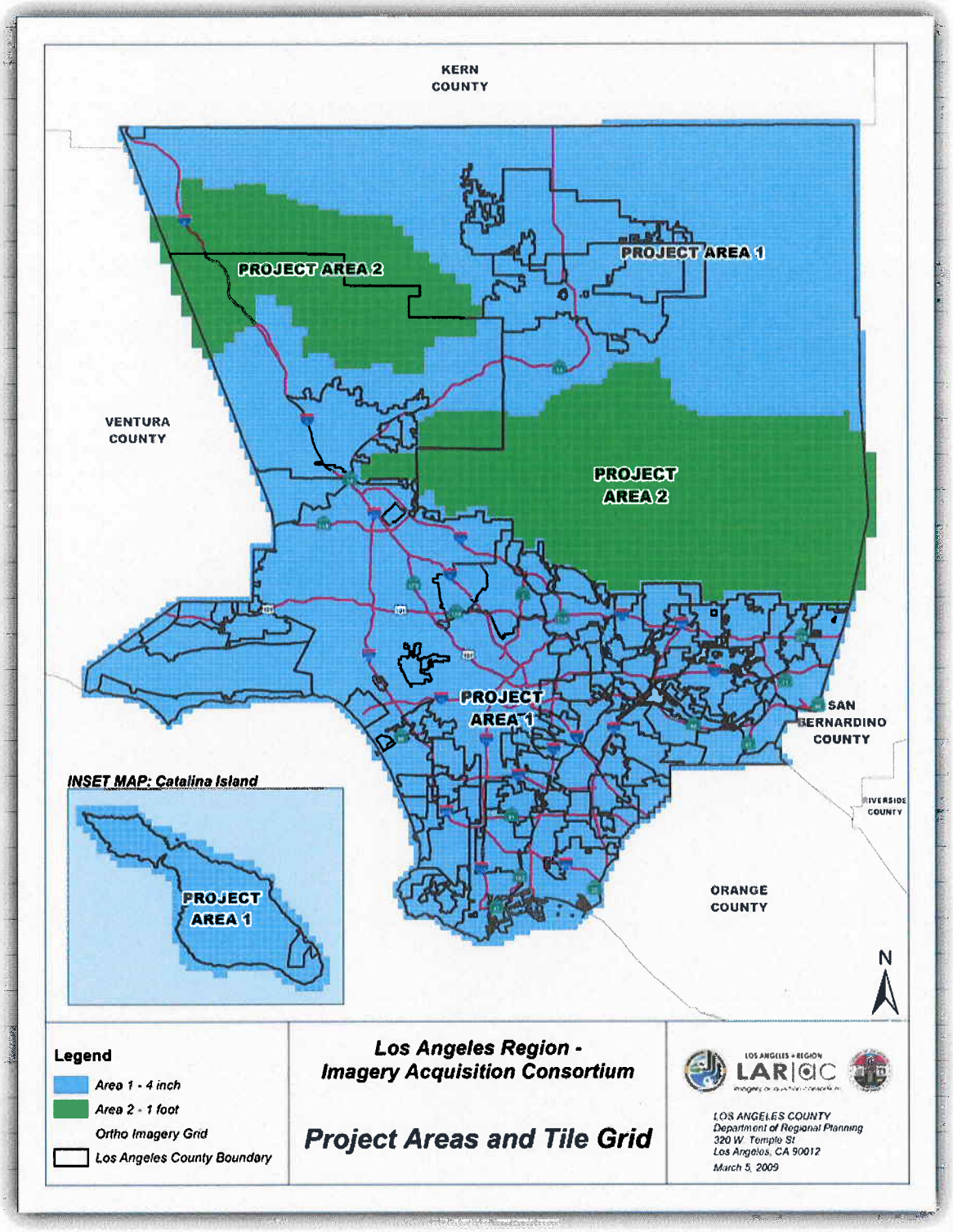
   q) Boundary of locations that could potentially have large changes in elevation (ie. Significant grading) that would affect ortho imagery rectification

   r) Other relevant GIS layers mutually determined by the Contractor and County.

2. Digital Terrain Data (from LiDAR and stereo compilation) provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County will be responsible for:
   a) Assignment of all point numbers;
   b) Provision of blank monument record forms;
   c) Providing the County Survey Monuments digital files.

1.7 REFERENCE MAPS

1.7.1 PROJECT AREAS AND TILE GRID



Attachment B

AMENDMENT NUMBER FOUR
TO
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DEWBERRY & DAVIS SERVICES OPERATIONS, INC.
FOR
INDEPENDENT QUALITY ASSURANCE/QUALITY CONTROL AND DISTRIBUTION SERVICES FOR DIGITAL ORTHO IMAGERY, DIGITAL TERRAIN MODELS AND OBLIQUE AERIAL DIGITAL IMAGERY

This Amendment Number Four is entered this _____ day of _____, 2013 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Dewberry & Davis Services Operations, Inc., a Delaware corporation ("hereinafter Contractor") and amends that certain Agreement for Independent Quality Assurance/Quality Control and Distribution Services for Digital Ortho Imagery, Digital Terrain Models and Oblique Aerial Digital Imagery, dated March 30, 2006, as amended by any Change Notices and Change Orders thereto, Amendments Number One through Three dated August 15, 2006, Amendment Number Two dated March 26, 2008, Amendment Number Three dated March 8, 2011 and this Amendment Number Four (hereinafter, as amended, "Agreement").

WHEREAS, County and Contractor entered into the Agreement, which was approved by County's Board of Supervisors and executed by the County's Chief Information Officer on March 30, 2006; and

WHEREAS, the Agreement was amended by Amendment Number One, which was approved by County's Board of Supervisors on August 15, 2006; and

WHEREAS, the Agreement was further amended by Amendment Number Two, which was approved by County's Board of Supervisors on March 26, 2008; and

WHEREAS, the Agreement was further amended by Amendment Number Three, which was approved by County's Board of Supervisors on March 8, 2011; and

WHEREAS, the parties now wish to further amend the Agreement to, among other things, extend its term in order to allow for the continuation of the services being performed under the Agreement and to increase correspondingly the Maximum Contract Sum under the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and pursuant to Paragraph 6 (Changes to Agreement) of the Agreement, Contractor and County hereby agree to amend the Agreement as follows:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. The Term of the Agreement is extended until and through three (3) years from the effective date of this Amendment Number Four.
3. As a result of changes to the lead membership of Contractor's Project Team, Paragraph 4.3.4 of the Agreement is deleted in its entirety and replaced with revised Paragraph 4.3.4 to read as follows:

1.3.63 The following persons have been identified by Contractor as the lead members of its Project Team and are hereby approved as of the Effective Date by County in the following roles:

Name	Position
Phillip Thiel	Project Director
David Maune	Project Manager
Josh Novac	Deputy Project Manager
Steven Wood	Project Surveyor CA PLS
Jennifer Novac	Orthophoto QA/QC Team Leader
Dan Bubser	DTM QA/QC Team Leader
Andrew Peters	Contour QA/QC Team Leader
Josh Novac	Product Generation Team Leader"

4. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 8.2 (Maximum Contract Sum) to read as follows:

8.2 MAXIMUM CONTRACT SUM. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services, optional work and other work specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work required of Contractor under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed Two Million Two Hundred Thousand Four Hundred Sixty Eight ($2,200,468), which includes Five Hundred Ninety Three Thousand Four Hundred Forty Five ($593,445) for the required deliverables and Six Thousand Five Hundred Fifty Five ($6,555) for optional work, as further specified in Exhibit C (Price and Schedule of Payments), unless modified by a duly authorized Amendment under the provisions of Paragraph 6 (Change Notices and Amendments).

5. Paragraph 12 (Notices) of the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 12 (Notices) to read as follows:

12. NOTICES. All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature

receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

Chief Information Office
County of Los Angeles
350 S Figueroa Street, Suite 188
Los Angeles, CA 90071
Attention: Mark Greninger, GIO
Facsimile: (213) 633-4732
E-mail: mgreninger@cio.lacounty.gov

with a copy to:

Office of the County Counsel
County of Los Angeles
500 West Temple Street, 6th Floor
Los Angeles, CA 90012
Attention: Victoria Mansourian, Principal Deputy County Counsel
Facsimile: (213) 633-1915
E-mail: vmansourian@counsel.lacounty.gov

To Contractor:

Dewberry & Davis Services Operations, Inc.
8401 Arlington Boulevard
Fairfax, Virginia 22031-4666
Attention: Phil Thiel
Facsimile: (703) 849-0182
E-Mail: pthiel@dewberry.com

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

6. Paragraph 13 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) is deleted in its entirety and replaced with revised Paragraph 13 (Indemnification and Insurance) to read as follows:

13. INDEMNIFICATION AND INSURANCE.

13.1 INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor.

13.2 INSURANCE.

13.2.1 General Insurance Requirements. Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant

to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 13. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

13.2.1.1 Evidence of Coverage and Notice to County.

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

2. Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.

3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

4. Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Chief Information Office
County of Los Angeles
350 S Figueroa Street, Suite 188
Los Angeles, CA 90071
Attention: Mark Greninger, GIO
Facsimile: (213) 633-4732
E-mail: mgreninger@cio.lacounty.gov

13.2.1.2 Additional Insured Status and Scope of Coverage. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, and Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of

Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.2.1.3 Cancellation of or Changes in Insurance. Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any substantive change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or substantive policy change. Failure to provide written notice of cancellation or any substantive change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

13.2.1.4 Insurer Financial Rating. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII, unless otherwise approved by County.

13.2.1.5 Contractor 's Insurance Shall Be Primary. Contractor's insurance policies with respect to any claims related to this Agreement shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

13.2.1.6 Subcontractor Insurance Coverage Requirements. Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

13.2.1.7 Deductibles and Self-Insured Retentions (SIRs). Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce policy deductibles and SIRs as respects County.

13.2.1.8 Claims Made Coverage. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.2.1.9 Application of Excess Liability Coverage. Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.2.1.10 Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.2.1.11 Alternative Risk Financing Programs. County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional covered Party under any

approved program.

13.2.1.12 County Review and Approval of Insurance Requirements. The County reserves the right to review and adjust the required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13.2.2 Insurance Coverage.

13.2.2.1 Commercial General Liability Insurance. Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	$2 million
Products/Completed Operations Aggregate	$1 million
Personal and Advertising Injury	$1 million
Each Occurrence	$1 million

13.2.2.2 Automobile Liability Insurance. Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.2.2.3 Workers' Compensation and Employers' Insurance. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.2.2.4 Professional Liability/Errors and Omissions. Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13.2.3 Failure to Maintain Coverage. Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7. Paragraph 56 (Non-Exclusivity) is added to Exhibit A (Additional Terms and Conditions) of the Agreement to read as follows:

   56. NON-EXCLUSIVITY. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8. Paragraph 57 (Defaulted Property Tax Reduction Program) is added to Exhibit A (Additional Terms and Conditions) of the Agreement to read as follows:

   57. DEFAULTED PROPERTY TAX REDUCTION PROGRAM.

   57.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

   Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

   57.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 57.2 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

9. Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with revised Exhibit B (Statement of Work), attached hereto as Attachment 1 and incorporated herein by reference.

10. Exhibit C (Price and Schedule of Payments) of the Agreement is deleted in its entirety and replaced with revised Exhibit C (Price and Schedule of Payments), attached hereto as Attachment 2 and incorporated herein by reference.

11. Except as provided in this Amendment Number Four, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, Contractor has executed this Amendment Number or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Four to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Dewberry & Davis Services Operations, Inc.

By: _____
Signature

PHILLIP J. THIER
Print Name

Senior Vice President
Title

ATTEST:

SACHI A. HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____

VICTORIA MANSOURIAN
Principal Deputy County Counsel

LAR-IAC PARTICIPANTS

#	Cities	LAR-IAC 1	LAR-IAC 2	LAR-IAC 3
1	City of Agoura Hills	X		X
2	City of Azusa	X	X	
3	City of Bellflower			X
4	City of Beverly Hills	X	X	X
5	City of Burbank	X	X	X
6	City of Carson	X	X	X
7	City of Cerritos	X	X	
8	City of Claremont		X	X
9	City of Covina	X	X	
10	City of Culver City	X	X	X
11	City of Diamond Bar	X	X	
12	City of Downey	X		X
13	City of El Segundo	X	X	X
14	City of Glendale	X	X	X
15	City of Hermosa Beach	X	X	X
16	City of Industry	X	X	X
17	City of Inglewood	X	X	X
18	City of Irwindale	X	X	
19	City of La Canada Flintridge	X	X	X
20	City of La Habra Heights	X	X	
21	City of Lakewood	X	X	X
22	City of Lancaster	X		
23	City of Long Beach	X		X
24	City of Los Angeles	X	X	X
25	City of Manhattan Beach	X	X	X
26	City of Monrovia	X		
27	City of Monterey Park	X	X	
28	City of Palmdale	X		
29	City of Pasadena	X	X	X
30	City of Redondo Beach	X	X	
31	City of San Dimas			X
32	City of Santa Clarita	X	X	X
33	City of Santa Fe Springs	X		X
34	City of Santa Monica	X	X	X
35	City of South El Monte	X	X	
36	City of South Pasadena			X
37	City of Torrance	X	X	X
38	City of Westlake Village	X		
39	City of Whittier	X	X	X

#	Agencies	LAR-IAC 1	LAR-IAC 2	LAR-IAC 3
	County Departments			
40	Agricultural Commission/Weights and Measures	X	X	X
41	Chief Executive Office/Office of Emergency Management	X	X	X
42	Department of Animal Care & Control		X	X
43	Department of Beaches & Harbors	X	X	X
44	Department of Children & Family Services		X	X
45	Department of Community & Senior Services		X	X
46	Department of Health Services	X	X	X
47	Department of Mental Health		X	X
48	Department of Parks & Recreation	X	X	X
49	Department of Public Health	X	X	X
50	Department of Public Social Services		X	X
51	Department of Public Works	X	X	X
52	Department of Regional Planning	X	X	X
53	Fire Department		X	
54	Internal Services Department	X	X	X
55	Office of the Assessor	X	X	X
56	Probation Department		X	X
57	Public Library		X	X
58	Registrar-Recorder/County Clerk	X	X	X
59	Sheriff's Department		X	X
	Local Agencies			
60	Alameda Corridor Transportation Authority		X	
61	Caltrans	X		
62	LA County Sanitation Districts	X	X	X
63	LARGIN (LA Region Gang Information Network)	X	X	
64	Port of Los Angeles	X	X	X
65	Santa Catalina Island Conservancy	X	X	X
66	US Geological Survey		X	X
67	Amigos de Los Rios			X
68	US National Guard			X
69	Los Angeles Air Force Base			X
	Educational Institutions			
70	Palos Verdes on the NET			X
71	California State University Long Beach	X	X	X
72	California State University Los Angeles		X	
73	University of Southern California (USC)	X	X	X
74	University of California at Los Angeles (UCLA)	X	X	X