



Attachment F  
MA-002-15010027

Effective: October 1, 2018- September 30, 2019

**Amendment No. 4 to Agreement No. MA-002-15010027  
with  
Digital Map Products, Inc. for  
Software Licensing and Database Subscription  
and GIS Support Services**

This Amendment No. 4 to Contract MA-002-15010027, hereinafter referred to as "Contract", is entered into by the **County of Orange Assessor Department**, a political subdivision of the State of California, with a place of business as 625 N. Ross St., Bldg. 11, Santa Ana, CA 92701, referred to as "County", and **Digital Map Products, Inc.**, a Delaware Corporation, having its principal place of business at 18831 Von Karmen, Suite 200, Irvine, CA 92612, referred to as "Digital Map Products, Inc.", "DMP", or "Contractor".

**WHEREAS**, the Parties entered into Contract No. MA-002-15010027 for Software Licensing and Database Subscription and GIS Support Services for an initial twelve-month term beginning October 1, 2014 through September 30, 2015, renewable for four additional consecutive one-year periods (collectively as "Original Agreement"); and

**WHEREAS**, the Parties issued Amendment No. 1 to renew Contract MA-002-15010027 for an additional one-year term beginning October 1, 2015 through September 30, 2016; and

**WHEREAS**, the Parties issued Amendment No. 2 to renew Contract MA-002-15010027 for an additional one-year term beginning October 1, 2016 through September 30, 2017; and

**WHEREAS**, the Parties issued Amendment No. 3 to renew Contract MA-002-15010027 for an additional one-year term beginning October 1, 2017 through September 30, 2018; and

**WHEREAS**, the County desires to renew the Contract for one (1) additional year effective October 1, 2018, through and including September 30, 2019, for an amount not to exceed \$138,000.00.

**NOW THEREFORE**, the Parties mutually agree:

1. Renew Contract for one (1) additional year commencing on October 1, 2018, through and including September 30, 2019.
2. Total compensation shall not exceed \$138,000.00.
3. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

Digital Map Products (DMP)  
Amendment No. 3 to Agreement No. MA-002-15010027      File Folder #614758  
Page 1 of 2



Attachment F  
MA-002-15010027

Effective: October 1, 2018- September 30, 2019

- CONTRACT SIGNATURE PAGE -

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

DIGITAL MAP PRODUCTS, INC.

Thomas R. Patterson, Jr.	COO & CFO
Print Name <i>Thomas R. Patterson, Jr.</i>	Title
	Jul 31, 2018
Signature	Date
<i>JAMES SKURZYNSKI</i>	<i>CEO</i>
Print Name	Title
<i>[Signature]</i>	<i>31 JUL 2018</i>
Signature	Date

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

COUNTY OF ORANGE a political subdivision of the state of California	APPROVED AS TO FORM Office of the County Counsel County of Orange, California	APPROVED AS TO CONTENT Office of the Assessor County of Orange, California
<i>Kari Bouffard</i>	<i>Steve Miller</i>	<i>Claude Parrish</i>
Signature	Signature	Signature
Kari Bouffard	Steven Miller	Claude Parrish
Print Name	Print Name	Print Name
Deputy Purchasing Agent	Senior Deputy County Counsel	Assessor
Title		Title
<i>9/14/18</i>		<i>9-14-18</i>
Date	Date	Date



Attachment E  
MA-002-15010027

Effective: October 1, 2017- September 30, 2018

**Amendment No. 3 to Agreement No. MA-002-15010027**  
**with**  
**Digital Map Products, Inc. for**  
**Software Licensing and Database Subscription**  
**and GIS Support Services**

This Amendment No. 3 to Contract MA-002-15010027 (hereinafter referred to as "Contract") is entered into by the **County of Orange Assessor Department**, a political subdivision of the State of California, with a place of business as 625 N. Ross St., Bldg. 11, Santa Ana, CA 92701 (referred to as "County") and **Digital Map Products, Inc.**, a Delaware Corporation, having its principal place of business at 18831 Von Karmen, Suite 200, Irvine, CA 92612 (referred to as "Digital Map Products, Inc.", "DMP", or "Contractor").

**WHEREAS**, the Parties entered into Contract No. MA-002-15010027 for Software Licensing and Database Subscription and GIS Support Services for an initial twelve-month term beginning October 1, 2014 through September 30, 2015, renewable for four additional consecutive one-year periods (collectively as "Original Agreement"); and

**WHEREAS**, the Parties issued Amendment No. 1 to renew Contract MA-002-15010027 for an additional one-year term beginning October 1, 2015 through September 30, 2016; and

**WHEREAS**, the Parties issued Amendment No. 2 to renew Contract MA-002-15010027 for an additional one-year term beginning October 1, 2016 through September 30, 2017; and

**WHEREAS**, the County desires to renew the Contract for one (1) additional year effective October 1, 2017 through and including September 30, 2018, for an amount not to exceed \$138,000.00.

**NOW THEREFORE**, the Parties mutually agree:

1. Renew Contract for one (1) additional year commencing on 10/1/2017 through and including 09/30/2018.
2. Total compensation shall not exceed \$138,000.00.
3. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.



Attachment E  
MA-002-15010027

Effective: October 1, 2017- September 30, 2018

### Contract Signature Page

In WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

County of Orange, a political subdivision of the State of California  
Rob Richardson, County Procurement Officer

Date: 2-8-18

By: Kari Bouffard

Kari Bouffard

Title: Deputy Purchasing Agent

Digital Map Products Inc., a Delaware Corporation

Date: Dec 20, 2017

By: James Skurzynski

Name: JAMES SKURZYNSKI

Title: CEO

Chairman of the Board, President or Vice-President

Digital Map Products Inc., a Delaware Corporation

Date: Dec 20, 2017

By: Thomas R. Patterson, Jr.

Name: Thomas R. Patterson, Jr.

Title: Secretary & CFO

Chairman of the Board, President or Vice-President

Approved As To Form  
Office of the County Counsel  
County of Orange, California

By: Steven C. Miller

Steven C. Miller, Senior Deputy

Date: 12/21/17

Approved As To Content  
Assessor Department

By: Claude Parrish

Claude Parrish, Assessor

Date: 2-8-18

Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.





Attachment B  
MA-002-15010027  
Effective: October 1, 2016- September 30, 2017

**Amendment No. 2 to Agreement No. MA-002-15010027  
with  
Digital Map Products, Inc. for  
Software Licensing and Database Subscription  
and GIS Support Services**

This Amendment to Agreement No. 2 to MA-002-15010027 (hereinafter referred to as "Contract") is entered into by the County of Orange, a political subdivision of the State of California, with a place of business as 625 N. Ross St., Bldg. 11, Santa Ana, CA 92701 (referred to as "County") and Digital Map Products, Inc., a Delaware Corporation, having its principal place of business at 18831 Von Karmen, Suite 200, Irvine, CA 92612 (referred to as "Digital Map Products, Inc.", "DMP", or "Contractor").

**WHEREAS**, the Parties entered into Contract No. MA-002-15010027 for Software Licensing and Database Subscription and GIS Support Services for an initial twelve-month term beginning October 1, 2014 through September 30, 2015, renewable for four additional consecutive one-year periods (collectively as "Original Agreement"); and

**WHEREAS**, the Parties issued Amendment No. 1 to renew Contract MA-002-15010027 for an additional one-year term beginning October 1, 2015 through September 30, 2016; and

**WHEREAS**, the County desires to renew the Contract for one (1) additional year effective October 1, 2016 through and including September 30, 2017, for an amount not to exceed \$138,000.00.

**NOW THEREFORE**, the Parties mutually agree:

1. Renew Contract for one (1) additional year commencing on 10/1/2016 through and including 09/30/2017.
2. Total compensation shall not exceed \$138,000.00.
3. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

Digital Map Products (DMP)  
Amendment No. 2 to Agreement No. MA-002-15010027  
Page 1 of 2



MA-002-15010027

Effective: October 1, 2016- September 30, 2017

**Contract Signature Page**

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**County of Orange, a political subdivision of the State of California**

**Rob Richardson, Purchasing Agent**

Date: 9/20/16

By: Kari Tune

Kari Tune

Title: Deputy Purchasing Agent

**Digital Map Products Inc., a Delaware Corporation**

Date: 19 SEPT 2016

By: [Signature]

Name: JAMES SZURZYNSKI

Title: CEO/PRES

Chairman of the Board, President or Vice-President

**Digital Map Products Inc., a Delaware Corporation**

Date: 19 SEPT 2016

By: [Signature]

Name: JOHN WADE

Title: CFO

Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

**Approved As To Form**

Office of the County Counsel  
County of Orange, California

By: [Signature]

Angelica C. Daftary, Senior Deputy

Date: 9/19/16

**Approved As To Content**

Assessor Department

By: [Signature]

Claude Parrish, Assessor

Date: 9-19-16

\*If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

Digital Map Products (DMP)

Amendment No. 2 to Agreement No. MA-002-15010027

Page 2 of 2

MA-002-15010027

Effective: October 1, 2015- September 30, 2016

**Amendment No. 1 to Agreement No. MA-002-15010027 with Digital Map Products for Software Licensing and Database Subscription, and GIS Support Services**

This Amendment to Agreement No. 1 to MA-002-15010027 is entered into by the County of Orange, a political subdivision of the State of California, with a place of business as 625 N. Ross St., Bldg. 11, Santa Ana, CA 92701 (referred to as "County") and Digital Map Products, Inc., a Delaware Corporation, having its principal place of business at 18831 Von Karmen, Suite 200, Irvine, CA 92612 (referred to as "Digital Map Products", "DMP", or "Contractor").

WHEREAS, the Parties entered into Agreement No. MA-002-15010027 for Software Licensing and Database Subscription, and GIS Support Services for an initial twelve-month term beginning October 1, 2014 through September 30, 2015, renewable for four additional consecutive one-year periods (collectively as "Original Agreement"); and

WHEREAS, the Parties now desire to extend the term of the Original Agreement MA-002-15010027 for an additional one-year term beginning October 1, 2015 through September 30, 2016 as MA-002-15010027 (hereafter "Second Term").

WHEREAS, the County desires to provide Digital Map Products compensation for the Second Term of the Agreement, MA-002-15010027, for an amount not to exceed \$138,000, effective October 1, 2014 through September 30, 2015 for Software Licensing and Database Subscription, and GIS Support Services.

NOW THEREFORE, the Parties mutually agree:

1. Second Term of Original Agreement: Digital Map Products agrees to extend the term of the Original Agreement for an additional one-year term beginning October 1, 2015 through September 30, 2016.
2. Compensation. The Parties agree to accept the following compensation as full remuneration for providing Software Licensing and Database Subscription, and GIS Support Services as required under the Original Agreement and this Amendment.

Compensation for the Second Term of the Original Agreement shall not exceed one hundred thirty eight thousand dollars (\$138,000.00).

3. All terms and conditions of the original contract MA-002-15010027 and subsequent amendments between County and Contractor, shall remain in full effect and force.

Delivery Order (DO) Number TBD.

Digital Map Products (DMP)

Amendment No. 1 to Agreement No. MA-002-15010027

Page 1 of 2

Attachment B

MA-002-15010027

Effective: October 1, 2015- September 30, 2016

**Signature Page**

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

County of Orange, a political subdivision of the State of California

Rob Richardson, Purchasing Agent

Date: 11/9/15

By: 

Yvonne Herrell

Title: Deputy Purchasing Agent

Digital Map Products, a Delaware Corporation

Date: 9 NOV 2015

By: 

Name: JAMES SKUPCZYNSKI

Title: CEO

Chairman of the Board, President or Vice-President

Digital Map Products, a Delaware Corporation

Date: 9 Nov 2015

By: 

Name: Nancy Twinehan

Title: Director of Finance

Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

**Approved As To Form**

Office of the County Counsel  
County of Orange, California

By: 

Angelica C. Daftary, Senior Deputy

Date: 8/5/15

**Approved As To Content**

Assessor Department

By: 

Claude Parrish, Assessor

Date: 11-9-15

\*If the Contracting party is a corporation, **(2) two signatures are required:** one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

Digital Map Products (DMP)

Amendment No. 1 to Agreement No. MA-002-15010027

Page 2 of 2



County of Orange, Assessor Department  
Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
MA-002-15010027

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Related RFP# 002-614758



ESTABLISHED 1889

OFFICE OF THE ASSESSOR

**AGREEMENT MA-002-15010027**

**GEO-SPATIAL TOOLS (GST)  
UPGRADE, ANNUAL MAINTENANCE SUPPORT,  
AND AERIAL IMAGES  
FOR THE ORANGE COUNTY ASSESSOR DEPARTMENT**

**BETWEEN  
THE COUNTY OF ORANGE**

**AND**

**DIGITAL MAP PRODUCTS, INC.**

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**Agreement MA-002-15010027  
Geo-Spatial Tools (GST) Upgrade, Annual Maintenance Support, and Aerial Images for  
the Orange County Assessor Department**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, Digital Map Products, Inc. (also referred to as DMP) with a place of business at 18831 Von Karman Ave., Suite 200, Irvine, CA 92612; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Digital Map Products, Inc., (hereinafter referred to as "Contractor" or "DMP"), which are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties")

**RECITALS**

WHEREAS, County and Contractor are entering into this Geo-Spatial tools (GST) Upgrade, Annual Maintenance Support, and Aerial Images Services ("Services"); and

WHEREAS, County solicited vendors for such Services and Contractor has represented that it is qualified to provide such Services to the Assessor Department; and,

WHEREAS, Contractor agrees to provide the Assessor Department with such Services as further set forth in Attachment A ("Scope of Work"); and,

WHEREAS, County agrees to pay Contractor the fees as set forth in Attachment B ("Contractor's pricing");

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

- 1. Scope of Contract** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide the Geo-Spatial Tools (GST) Upgrade, Annual Maintenance Support, and Aerial Images Services for the Orange County Assessor Department.
- 2. Term of Contract** The initial term of this Contract shall be effective beginning October 1, 2014 through September 30, 2015 unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term for four (4) additional 12 month (one year) terms, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.



3. **Contingency of Funding** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. Under such circumstances, the County will provide DPM written documentation of the non-appropriation of funds and the commencement of any outstanding and pending projects shall be deemed postponed until such time as funds are appropriated by the Board of Supervisors and all other sums due under the terms of this Agreement have been paid by the County.
4. **Contractor's Project Manager and Key Personnel** Contractor shall appoint a project manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.  
  
 The contractor's project manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet annual assessment and project time lines. Key personnel are those individuals who report directly to the contractor's project manager.
5. **County's Project Manager** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.  
  
 The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.
6. **Reports/Meetings** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
7. **Conflict of Interest** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

- 
- 8. Ownership of Documents and Work Products** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports, work products and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County. This provision does not apply to imagery and online services licensed from Pictometry International Corp. pursuant to license terms specified in Attachment C to this Contract.
- 9. Title to Data** All materials, documents, data or information obtained from the County data files or any medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract. This provision does not apply to imagery and online services licensed from Pictometry International Corp. pursuant to license terms specified in Attachment C to this Contract.
- 10. Breach of Contract** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c) Terminate the Contract immediately without penalty.
- 11. Contract Disputes** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent ("DPA"), as specified in Article 21., "Notices," by way of the following process:
- a) The Contractor shall submit, to the County DPA, a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- c) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.
- 12. Stop Work** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed. The County shall either:
- a) Cancel the stop work order; or
  - b) Terminate the Contract in whole or in part in writing as soon as feasible. The County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued.
- 13. Orderly Termination** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 14. Errors and Omissions** All reports, work products, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, work products, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, work products, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

**15. Contractor's Records** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.

**16. Audits/Inspections** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract.

The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

**17. Publication** No copies of sketches, schedules, written documents, electronic documents, computer based data, computer code, photographs, maps or graphs, including presentations, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are prohibited.

**18. News/Information Release** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.



- 19. Conditions Affecting Work** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 20. Child Support Enforcement Requirements** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- 21. Notices** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**County:** Orange County Assessor Department  
Attn: Yvonne Herrell, Deputy Purchasing Agent  
625 N. Ross St., Bldg, 11, Rm. 251  
Santa Ana, CA 92701-5564  
Telephone: 714-834-2735  
Fax: 714-558-0681

**County:** Orange County Assessor Department  
Attn: Terry Row, Deputy Purchasing Agent  
625 N. Ross St., Bldg, 11, Rm. 251  
Santa Ana, CA 92701-5564

**Contractor:** Digital Map Products, Inc  
Attn: Leisa Cierly, Accounts Payable,  
18831 Von Karman Ave., Suite 200  
Irvine, CA 92612  
Ph: 949-333-5111  
Fax: 949-333-5112

- 22. Governing Law and Venue** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- 23. Entire Contract** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by this reference, when accepted by the Contractor either in writing or by shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties of undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by the County's Purchasing Agent, Deputy Purchasing Agent or Agent's designee.
- 24. Amendments** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- 25. Taxes** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- 26. Delivery** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the
- 27. Acceptance/Payment** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after services have been provided.
- 28. Warranty** Contractor expressly warrants that the services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold the County and its indemnities as identified in Article 38 and 56, below, and as more fully described in Article 38 and 56, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act ("OSHA") and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- 29. Patent/Copyright Materials/Proprietary Infringement** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article 56, below, it shall indemnify, defend and hold the County and the County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.
- 30. Assignment or Subcontracting** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of any subcontract shall incorporate by reference and not conflict with the terms of this Contract. At the discretion of the County Project Manager, the County reserves the right to communicate directly with the subcontractor(s) on any aspect of this Contract.
- 31. Non-Discrimination** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject to all the penalties imposed for a violation of anti discrimination law or regulation including, but not limited to, Section 1720 et seq. of the California Labor Code.
- 32. Termination** In addition to any other remedies or rights it may have by law, the County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by the County of its right to terminate the Contract shall relieve the County of all further obligations under this Contract.
- 33. Consent to Breach Not Waiver** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- 34. Remedies Not Exclusive** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- 35. Independent Contractor** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of the County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through either the participating County.
- 36. Performance** Contractor shall perform all services under this Contract, taking necessary steps and precautions to perform the services to the County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all services diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all services performed by subs
- 37. Insurance Provisions** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or [ambest.com](http://ambest.com)).



If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- a) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- b) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

**All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.**

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to , and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer

- 38. Bills and Liens** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 56, below, indemnify, defend, and hold the County and any participating Cities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

- 39. Changes** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- 40. Change of Ownership** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.
- 41. Force Majeure** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to the County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- 42. Confidentiality** Contractor agrees to maintain the confidentiality of the entire County and the County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- 43. Compliance with Laws** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by the County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by the County. Contractor acknowledges that the County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article 56, below, agrees that it shall defend, indemnify and hold the County and the County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- 44. Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- 45. Compensation and Payment Provisions** The Contract price, as detailed in Attachment B, shall include full compensation for providing all required services in the Scope of Work.
- 46. Waiver of Jury Trial** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

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- 47. Terms and Conditions** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- 48. Headings** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- 49. Severability** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 50. Calendar Days** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- 51. Attorney Fees** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- 52. Interpretation** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- 53. Authority** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- 54. Employee Eligibility Verification** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal Statutes and Regulations. The Contractor shall obtain, from all employees Performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by the County, and hold harmless, the County, its agents officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both 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 Contract.



**55. Indemnification** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

#### **Additional Terms and Conditions**

1. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
2. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
3. **Re-Procurement Costs:** In the case of default by Contractor, the County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County the difference between the Contract cost and the price paid. The County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.
4. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

5. **EDD Independent Contractor Reporting Requirements (Blank Exhibit 2):** California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a Contract for services performed or that business or government entity

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6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
  7. **Incorporation:** This Contract, its Attachments A through F, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form) and Exhibit 2 (Blank EDD Reporting Requirement Compliance Form) are attached hereto and incorporated by reference and made a part of this Contract.
  8. **Default – Equipment, Software or Service:** In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remediate the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

County of Orange, Assessor Department  
 Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
 MA-002-15010027

Related RFP# 002-614758

### Signature Page

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

County of Orange, a political subdivision of the State of California, Ronald Vienna, Purchasing Agent

Date: 10/22/14 By: [Signature]  
 Shaw Lin, Assessor Department

Digital Map Products, Inc.

Date: 10/20/2014 By: [Signature]  
 Name: JAMES SKURZYNSKI  
 Print Name  
 Title: CEO  
 Chairman of the Board, President or Vice-President

Digital Map Products, Inc.

Date: 10/20/2014 By: [Signature]  
 Name: JOHN A. WADE  
 Print Name  
 Title: CFO  
 Secretary, Assistant Secretary, CFO of any Assistant Treasurer

**APPROVED AS TO FORM:**  
 Office of the County Counsel  
 Orange County, California

By: [Signature]  
 Angelica Daftary, Deputy  
 County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO CONTENT**  
 Assessor Department

By: [Signature]  
 Webster, J. Gaillory  
 Assessor

Date: 10/22/2014

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

## **ATTACHMENT A - SCOPE OF WORK**

### **Integration of Geo-Spatial Tools into ATS II**

#### **A. Introduction**

The Orange County Assessor's systems currently delivers some component of Geo-Spatial Tools (GST) to over 300 department users as an independent GST application and as a set of functions incorporated into the Assessment Tax System (ATS II). These GST functions are available at the users' desktops via "Internet and the Assessor Department Local Area Network (LAN)", or in the future may be on disconnected devices (primarily laptops) with wireless access to the "Internet and the Assessor Department LAN". The Assessor Department seeks to upgrade its GST capabilities and security while maintaining the current level of capability at a minimum.

#### **1. Overview**

The first term of the contract will include all three Parts Scopes (A, B, C as detailed below) beginning September 9, 2014 through September 30, 2015. This contract will then be renewable for four (4) additional years. Each additional year (term) will include Part B (maintenance and support) and may include Part C, to be determined by the Assessor Department, based on needs and availability of funds.

**For Part A, the GST Application must be fully tested and ready for production use by early January 2015 with the final deployment taking place in January 2015.**

#### **Three (3) Different Scopes:**

Scope A: Develop, test and deploy upgraded GST Application

Scope B: Provide maintenance and support services for GST Application

Scope C: Provide aerial photography images to be incorporated into the GST Application data layer

#### **The GST Application must meet all of the following general requirements:**

1. The Application will run in a standalone mode (i.e. the GST currently runs outside ATS and must do so upon upgrade). The standalone mode is dependent on Internet and Assessor Department LAN connectivity.
2. The Application must interface with ATS II via defined API.
3. The Orange County data center, networks, and the Assessor Department local systems environments are controlled and managed under established industry level security protocols. The GST application, data, transmission of data and functionality, and access control, must be consistent with the Orange County Assessor Department security protocols.
4. The Application must support the security and management of the Assessor Departmental assets (property/parcel data) within the Assessor Department local area network.
5. **For Part A, the GST Application must be fully tested and ready for production and use by early January 2015 with the final deployment taking place in January 2015**

## B. Project Management

This scope of work is under the direction of the Assessor and is managed by the Assessor Department Project Manager with support from an in-house core technical team. The Assessor Department Management Services Project will provide all necessary contract administration support for this Contract.

Digital Map Products (DMP) will deliver geo-spatial functionality to the Orange County Assessor Department by providing the services listed below:

### **SCOPE A - Develop, test and deploy upgraded GST Application**

#### **Provide a Geo-Spatial Systems Tool Upgrade and Transition Plan**

Upon receiving the signed contract, DMP will prepare and submit a plan with sufficient detail describing the schedule, tasks and resources required to migrate the functionality, data, interfaces, tools, etc. from the existing GST platform to the proposed GST platform. The GST Upgrade and Transition Plan must include but not be limited to the following elements to describe each task or step:

- **Research** – Review of the existing environment to determine a full understanding of the Orange County Assessor current GST capabilities and its usage.
- **Definition** – Prepare an outline of the tasks required to deliver a GST that meets the requirements of the Assessor Department. Sufficient detail must be included to establish the deliverables and the manner of verifying those delivered products and services.
- **Schedule** – Prepare a timeline that lists each of the tasks or steps required to meet the deliverables. The timeline should include all tasks that require Assessor staff along with an approximation of the level of effort of Assessor Department staff in hours.
- **Resources** – Provide a listing of the Assessor Department resources that will be required for a successful GST upgrade. Include timeframes for the necessary Assessor staff members.
- **User Acceptance** – Prepare a set of tests that will demonstrate the success of the GST upgrade. The tests must prove that basic functions work and also demonstrate the customized capabilities required by the Assessor.

The Transition Plan will outline the necessary tasks and activities that must be completed to allow the proposed GST to move into the Assessor Department's production environment by early January, 2015. The transition plan should include but not be limited to the following tasks:

#### **Mapping Functionality**

DMP must first document all existing GST capabilities including the display and analysis tools for digital aerial photography and map those capabilities against the functions of the proposed GST. The mapping must include:

- Capabilities that are met through standard functionality of the proposed GST
- Capabilities that are met by creation of a tool or routine within the proposed GST
- Capabilities that will not be met by the proposed GST

DMP must ensure that all current GST usage and capabilities are uninterrupted throughout the transition from the existing GST to the proposed GST. DMP must also support the proposed GST through changes of technology and updates in the various software packages that comprise ATS II.

### Data Migration and Support

The Assessor Department currently utilizes the following data:

- Cadastral data from the Orange County Public Works /Orange County Survey
- Thomas Bros Maps data licensed from the existing GST service provider
- USGS (United States Geological Survey) licensed from the existing GST service provider
- Digital Aerial Photography (orthogonal and oblique photos)

Data for the Assessor Department geo-spatial system is stored in a shapefile format and uses Microsoft SQL for the database and has the following characteristics:

- Approximately 950 square miles of geographical coverage
- Contains approximately 700,000 parcel boundaries
- Contains over 900,000 property records
- Contains 36 data layers of the Thomas Bros. Maps street centerline database
- The data for the system takes over 4.1 TB of disk space
  - 225 GB for features
  - 12 GB for database
  - 3.8 TB for the digital aerial photo libraries from 2001 through 2012

The transition plan will include all necessary steps to migrate property/parcel data and aerial imagery used in the existing GST to the accepted GST platform. The plan must also detail the tasks and procedures required to provide updates to the data on an agreed upon frequency similar to the current data update schedule.

#### Migration

DMP will obtain all source data currently utilized, convert each data layer from the existing GST to the proposed GST, and prepare a set of tests (displays, analysis, outputs, etc.) to demonstrate the success of the data migration.

The existing schema will be the basis of the data conversion and the functionality mapping will be used as the measure to verify that the data functions properly on the proposed GST platform. The data migration includes the availability of new and historic aerial photograph libraries through the web services hybrid architecture. DMP must ensure that all of the digital orthogonal photos and oblique aerial photos can be used in the same manner as with the existing GST regardless of format, year created, resolution, or compression. Verification of photo conversion will include a side by side comparison display.



#### Data Support

DMP will manage the GST data and provide updates by performing the following tasks on a select subset of the required GST data:

- Obtain property/parcel data. Note Thomas Bros. layers and USGS data will be replaced with the integrated Bing Maps and Imagery layers provisioned with the hybrid architecture.
- Perform the tasks required to prepare the data for production use such as linking features to data records, aggregating and dissolving features, polygonal clean up, coding features for scale dependent display, etc.
- Create derivative data layers and data base tables to match schema.
- Provide aerial photos for display and use by the viewing software.

The current schedule for updating the GST data may be as often as quarterly, aerial photos may be updated on an annual basis.

#### **Migrate Interfaces**

DMP will document each of the existing application programming interfaces (API) used by the GST to access other software packages and tools. The interfaces include ATS II, document storage and retrieval (DSAR), a comparable sales module and aerial photo display software. DMP will provide an approach that will accommodate each of the current interfaces including the technical parameters, the test methods, the resources required and a timeline. DMP will test methods to verify the interfaces will be include demonstrating typical tasks performed by department staff.

#### **Geo-Spatial Tools**

Document each of the existing Geo-Spatial tools and macro routines such as query builders, analytical tools, filters and polygonal processing. The polygonal processing must include the ability to create and save polygons and compare them to other polygons.

#### **Geo-Spatial Products to be Used**

The Assessor Department agrees to the use of the following components. Compensation to be paid to DMP for such components is detailed in Attachment B.

<b>Products and Description</b>
<b>Digital Map Products Solution Development and Implementation</b>
Software Subscription (GovClarity™ & SpatialStream™)
Package and Installation (SpatialStream™)
Customize GovClarity™
Update Oblique Integration
Custom Parcel Delivery
ATS II Plug In
3" Digital Orthophotography (740 Square Miles (SQMI) plus 90 SQMI at 6")
Pictometry 4" nominal GSD orthogonal frame images, mosaic tiles and area-wide mosaic (592 SQMI)
Pictometry 4" nominal GSD oblique imagery (592 SQMI)
Hosted Oblique Imagery Solution (Pictometry Connect™ Account)
Hosted Interactive Oblique Viewer & Tools (Integrated within GovClarity™)



## **Provide GST Application Software**

### **Functionality**

The GST application provided by DMP must provide standard functions and capabilities available in the current GST software market and must interface with ATS II via Application Programming Interface (API) which include but are not limited to the following examples:

- Display control capabilities such as pan and zoom
- Display of map geometry and features
- Scale dependent display of features and annotations
- Layering concept for geographic features and data
- Criteria based display for features, data and layer display
- Display aerial photography of varying formats and resolution including digital orthophotography, and oblique aerial photography
- Thematic groupings of features and layers to create standard map displays and dash boards

### Polygons

- Create by drawing or buffering geographic features
- Name, save and recall polygons
- Intersect or aggregate polygons
- Select features based on polygons (inside, outside, radius, etc.)

### Output

- Map creation and hardcopy output at varying scales including large format plotting
- Report generation and printing and dash boards

### Interfaces

- Interface to relational databases specifically SQL Server
- Interface to aerial photography applications
- Import and export of data records
- Geo-coding and address matching

## Platform

The GST software must be compatible with the ATS II platform. ATS II is a smart client application deployed on the Assessor Department Intranet that was developed using the software development tools listed below. ATS II is expected to be upgraded periodically and the proposed GST software will need to maintain compatibility. However, under no circumstance will ATS II and/or the GST API to ATS II be required to be modified due to changes of DMP provided software or web services. The development tools for ATS II are as follows:

- Microsoft Core Development Tools (current Basic Development Tool Set – 32 Bit)
- Windows XP/2003 – Desktop Operating System
- C#/.Net 2.0/3.0 - Development Framework
- SQL Server 2005 - Relational Database (RDBMS)
- Visual Studio 2005 - Integrated Development Environment (IDE)
- Enterprise Library 2.0 - Application Programming Interfaces (APIs)
- Smart Client Framework 2005 - Development Framework
- SQL Reporting Services 2005 - Database Report Builder
- Team Foundation Server 2005 - Source Control Tool(TFS)

## Development Support Tools (current)

- Microsoft Visio Professional - Flow Chart and Process Modeling Tool
- Embarcadero ER/Studio - Database Modeling Tool
- Infragistics Netadvantage for .NET 2007 - User Control Library
- Aspose Total for .NET 2007 PDF/Excel - Dynamic .PDF and Excel Export Tool
- CodeSmith Professional - Code Generation Tool
- Atalasoft DotImage Document Imaging 5.0 - Image Viewer and Annotation Tool

## Microsoft Core Development Tools (Next Generation-64 Bit)

- Windows 7/2012 – Desktop Operating System
- Microsoft Office 2013 – Office Productivity Suite
- C#/.Net 4.5 - Development Framework
- SQL Server 2014 - Relational Database (RDBMS)
- Visual Studio 2013 - Integrated Development Environment (IDE)
- Enterprise Library 6.0 - Application Programming Interfaces (APIs)
- Smart Client Framework 2010 - Development Framework
- SQL Reporting Services 2014 - Database Report Builder
- Team Foundation Server 2013 - Source Control Tool(TFS)

#### **Install the GST Application Software**

DMP will provide the web based GST solution across the Internet and the Assessor Department LAN as outlined in Figure 1: Upgraded GST Architecture (Web Based GST Solution).

- The installation process will include any adjustments required for the web based GST solution to function across the Internet and the Assessor Department LAN.

#### **Customize the GST Application**

- The GST application must incorporate the Orange County property/parcel data. The Assessor will provide a schema of the existing Orange County Assessor GST property/parcel data. The GST must interface with the ATS II databases and User Interface (UI). The Assessor will provide the definitions for the key data elements required to interface the GST with ATS II.
- The GST must be capable of operating as a window or object within the ATS II UI. A user must be able to initiate GST and access all GST functions and controls from ATS II.
- The GST application must maintain context and pass argument between the systems (ex: an APN selected within ATS II must display the associated parcel within the GST window; a parcel selected on the GST map must be shown as the selected record in the ATS II window).
- The Assessor Department may require as many as 10 predefined map displays including legends and color ramps (ex: Parcel Map, District Map, Aerial Map, etc.).
- The Assessor Department may require as many as 10 predefined tools or functions (ex: Thematic Map creation, Radius Map, Query Tool, etc.).

#### **The following capabilities should be supported using API:**

- Ability to retrieve and display oblique images, both clipped and unclipped, for a selected year within ATS II
- Automated User login and password change functionality from ATS II
- Ability to save, retrieve and clear user state, preferences and personalization within GST
- Support of user level security and access control within GST (e.g. One user creates a polygon, multiple users should be able to view it)
- Maintain context within GST at user, year and activity levels (e.g. A polygon created in 2013 is different from a polygon created in 2014)
- Ability to create, edit, place and remove labels from the GIS map
- Ability to detect user selected location on the GIS map
- Ability to create, edit, highlight and delete polygon regions and sub-regions within GIS map
- Ability to display, print and refresh GIS map
- Ability to display map in various modes for different years
- Ability to programmatically print GIS maps to PDF, TIFF etc. formats with appropriate labels and highlighted parcels without the GIS map being displayed on the screen

Support callback API for GST to communicate back to ATS II for such events as GIS map load, zoom to feature, highlight feature, add resource, remove resource, clear markup, clear selection, add feature, remove feature, radius search, polygon search, set display characteristics, menu selection, create/modify/delete map regions and publish changes.

#### **Verify the GST Application**

##### **Interface with ATS II**

- a. Initiate the GST functionality from the ATS II UI and perform each of the tests listed in the GST Upgrade plan under user acceptance.
- b. The GST must perform the tests running on the Assessor GST server while the ATS II will be run within the Qualification Environment located at the Orange County Data Center.
- c. Assessor Department systems staff will confirm the success of the verification.

##### **Major Milestones**

The Assessor Department has identified major milestones to provide progressive review and approval of the GST application for Scope A. These milestones will coincide with a payment structure for the duration of the first term of this project. The milestones are detailed in Attachment B.

#### **SCOPE B – Provide, maintain and support services for GST Application**

In addition to an annual maintenance agreement, DMP must support the software with technical services as listed below.

##### **Data Updates**

- Provide regular annual updates to the Orange County parcels including the geometry and the associated data attributes.

##### **Tools**

- Provide and maintain online documentation and code examples for SpatialStream™ (APIs and web services).

##### **Technical Support**

DMP agrees to provide support as outlined in Attachment F: Service Level Agreement (SLA) Supplement.

##### **Provide on-site and online support to:**

- Troubleshoot and resolve issues that arise in daily usage of the GST
- Development GST functions and/or output
- Update GST software to ensure that it is in compliance with the annual maintenance requirements
- Address compatibility issues that may arise as the ATS II application is updated

##### **Provide a knowledge transfer to Assessor Department system support staff to:**

- Support users in the daily use of the GST functions
- Troubleshoot and resolve issues that may arise in daily usage of the GST



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**SCOPE C – Provide aerial photography images to be  
incorporated in the GST Application data layer**

At the Assessor Department's request, aerial photography may be requested. Lead time will be given to DMP prior to the requested flight coordination. The timing of the aerial photography shall be as close as practical to January 1 which is the Lien Date.

- Provide new Eagle Aerial Solutions digital orthogonal photography covering the general developed areas of Orange County in a format suitable for the GST display on an annual basis. The minimum resolution of the digital orthogonal photography will be 3" pixels.
- Provide new Pictometry oblique aerial photography covering the general developed areas of Orange County in a format suitable for the GST display. The resolution of this oblique aerial photography will be nominal 4" GSD.
- Provide new Pictometry orthogonal frame images (resolution nominal 4" GSD), 4-inch GSD ortho mosaic sector tiles and one area-wide 4-inch GSD mosaic covering the general developed areas of Orange County in a format suitable for the GST display.
- The aerial photography images will be provided under a perpetual license. A copy of the electronic files of all the licensed aerial images shall be provided to the Assessor Department.

## ATTACHMENT B – COMPENSATION AND PAYMENT PROVISIONS

### A. Compensation

DMP agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by DMP of all its duties and obligations hereunder. DMP shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

This Agreement is a firm fixed price contract and therefore County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein below unless authorized by amendment in accordance with Paragraphs 24 and 39 of the County Contract Terms and Conditions.

In the event that this Agreement is postponed due to the non-appropriations of funds as provided for in Section 3 of the Agreement and the postponement exceeds twelve (12) months in duration, DMP reserves the right to retract the price quoted and provide a new quote for future imagery orders. The County is under no obligation to accept the new quote and the County may immediately terminate this Agreement. If the County is in possession of licensed products for which DMP has not been fully compensated in accordance with the payment terms of this Agreement (including Attachment B), the County will immediately cease use of those licensed products, purge those licensed products from all Orange County Assessor computers and return those licensed products to DMP.

#### Monetary Summary

	Development	Annual	Eagle Aerial Solutions	Pictometry	Optional/Additional 4" Oblique Imagery	TOTAL (Annually)
1st Year	\$ 116,900.00	\$ 73,000.00	\$ 65,000.00	\$ 236,800.00	\$ 11,840.00 (not included)	\$ 503,540.00
2nd Year	\$ -	\$ 73,000.00	\$ 65,000.00	\$ -	\$ -	\$ 138,000.00 *
3rd Year	\$ -	\$ 73,000.00	\$ 65,000.00	\$ 236,800.00	\$ 11,840.00	\$ 386,640.00 *
4th Year	\$ -	\$ 73,000.00	\$ 65,000.00	\$ -	\$ -	\$ 138,000.00 *
5th Year	\$ -	\$ 73,000.00	\$ 65,000.00	\$ 236,800.00	\$ 11,840.00	\$ 386,640.00 *
					5-Year Total	\$ 1,552,820.00

#### **Cost Summary Matrix - Digital Map Products**

The actual scope of services will be determined by the Assessor Department based on the need and funding availability for the 2<sup>nd</sup> year through the 5<sup>th</sup> year, and will be subject to annual approval by the Orange County Board of Supervisors as provided for in Section 3 of this Agreement.

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**Geo-Spatial System Tools Upgrade  
 Cost Summary Matrix Update - Digital Map Products**

Product/Task Description	Provider Fees			
	DMP		Eagle Aerial Solutions	Pictometry
	Development	Annual	All Fees Annual	
GST Solution Development and Implementation				
Software Subscription (GovClarity™ & SpatialStream™)		\$ 50,000		
Package and Installation (SpatialStream™)		\$ 20,000		
Customize GovClarity™	\$ 30,000			
Update Oblique Integration	\$ 25,000			
Custom Parcel Delivery	\$ 20,000			
ATS II Plug In	\$ 40,000			
3" Digital Ortho Imagery (740 Square Miles (SQMI) plus 90 SQMI at 6")			\$ 65,000	
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 4-inch GSD ortho mosaic sector tiles and one area-wide 4-inch GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. (592 SQMI)				\$ 236,800
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 4-inch GSD ortho mosaic sector tiles and one area-wide 4-inch GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. (Optional contiguous area/coverage up to 5%)				\$ 11,840
Integrated Pictometry Analytics (IPA) API integration to 3rd party application (GovClarity™)	\$ 1,990			
Hosted Oblique Imagery Solution (Pictometry Connect™ - CA - 100 Account)		\$ 3,000		
Hosted Interactive Oblique Viewer & Tools (Integrated within GovClarity™)	Included in price			
Sub-Totals	Development	Annual	Ortho	Oblique
Web Based GST Solution	\$ 115,000	\$ 70,000		
New 3" Ortho Imagery (6" for unpopulated areas)			\$ 65,000	
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) per description above				\$ 236,800
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) per description above. (Optional contiguous area/coverage up to 5%)				\$ 11,840
Hosted Oblique Imagery & Oblique Viewer Solution	\$ 1,990	\$ 3,000		

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Proposed Sub-Totals	\$ 116,990	\$ 73,000	\$ 65,000	\$236,800
<b>Total Project First Year</b>	<b>\$ 491,790</b>			<b>\$ 11,840</b>
<b>Staff Rates</b>	<b>Per Hour</b>	<b>Services Fees</b>		
Project/Principal Manager	\$ 175		Add Data Layer	\$ 600 Each
Product Specialist	\$ 150		Theme Active Layer	\$1,550 Each
Senior Software Engineer/Architect	\$ 250		Training Credits	\$100 Each
Software Engineer	\$ 150		Travel	Cost +15%
Instructor	\$ 150		Travel Time	Half Rate
GIS Technician	\$ 85			

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## B. Fees and Charges

Payment shall be as follows:

### Scope A

Develop, test and deploy upgraded GST Application **\$ 115,000**

- |   |     |
|---|-----|
| 1. Detailed upgrade and transition plan         | 10% |
| 2. Proof-of-Concept and Wireframe Design Review | 20% |
| 3. Design Review @ 75% Complete                 | 20% |
| 4. Final Design Review                          | 20% |
| 5. Deployment to Test Environment               | 10% |
| 6. Production Deployment and Final Acceptance   | 20% |

### Scope B

1. Provide maintenance and support services for GST Application – **\$ 70,000**  
 per year:

***Payable upon billing at the beginning of each contract term.***

2. Additional charges per year:

- o First year – Pictometry IPA \$1,990 & Pictometry Connect™ license \$3,000 **\$ 4,990**

***Payable upon activation of GST upgrade (i.e. early [January 2014]).***

- o Years 2 – 5 – Pictometry Connect™ license \$3,000 per year **\$ 3,000**

***Payable upon billing at the beginning of each contract term.***

### Scope C

Provide aerial photography images to be incorporated into the GST Application data layer

Per aerial photography image set –

- |   |                     |
|---|---------------------|
| o Fee for orthogonal photography alone            | <b>\$ 65,000</b>    |
| o Fee for both orthogonal and oblique photography | <b>\$ 313,640 *</b> |

***Payable upon acceptance by the Assessor Department for the delivery of the image files and deployment to the GST Application.***

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### Labor Rates

In the event that DMP is asked to perform services outside of the scope of this contract, the following labor rates provided DMP will be accepted:

Staff Rates	Per Hour
Project /Principal Manager	\$175.00
Product Specialist	\$150.00
Senior Software Engineer/Architect	\$250.00
Software Engineer	\$150.00
Instructor	\$150.00
GIS Technician	\$85.00
Add Data Layer	\$600/Each
Theme Active Layer	\$1,500/Each
Training Credits	\$100/Each
Travel	At Cost Plus 15%
Travel Time	Half Rate

These additional services will result in a modification to this contract by an amendment.

### C. Payment Terms

Invoices are to be submitted in arrears, after goods have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with DMP. Incomplete or incorrect invoices are not acceptable and will be returned to DMP for correction.

Billing shall cover goods not previously invoiced. DMP shall reimburse the County of Orange for any monies paid to DMP for goods not provided, or when goods do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods.



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**D. Invoicing Instructions**

DMP will provide an invoice on DMP's letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (a), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total Invoice Amount
- I. Taxpayer ID number
- J. County Master Agreement MA-002-15010027 and Delivery Order Numbers as provided by the Assessor Dept

Contractor shall itemize their invoices to show what is taxable and what is non-taxable for both use tax and sales tax.

Invoices and support documentation, including progress report, are to be forwarded to:

OC Assessor Department  
Management Services/Procurement & Contract Services  
Attn: Accounts Payable  
625 N. Ross St., Bldg. 11, Room 251  
Santa Ana, CA 92701-5564

The prices stated shall include all cost associated with the service specified. All labor hours are to be reported by name and classification utilizing the labor rates reflected above.

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## **ATTACHMENT C – SOFTWARE, SERVICES AND DATA LICENSE AGREEMENT**

### **A. Definitions**

1. Software means the computer software and software-as-a-service (SaaS) developed and owned or licensed from others by DMP and that DMP is licensing to Licensee (County) to provide aerial photography, parcel maps, and other web services for use by the Assessor Department.
2. Property and Properties mean parcels of land and improvements on and to the land base.
3. Licensed Territory means the County of Orange, California
4. Installation Date means the date on which the Software and web enabled solution is successfully configured and provision across the Internet and the Licensee's LAN.

### **B. License Terms**

1. Licensee desires a license to use DMP's software, aerial photography and web services.
2. DMP grants to Licensee a non-transferable, non-exclusive right and license to use the software, aerial photography and web services for Properties located within the licensed territory.
3. The license of Paragraph B.1 and B.2 above commence on the Installation Date and will remain in force for the period outlined herein.

### **C. Ownership Rights**

1. This Agreement is a license to the Software and provides access to an imagery landbase. DMP retains title to and ownership of the Software. Any improvements, modifications, or enhancements to the Software conceived or developed by Licensee is allowed under this Agreement, and becomes the property of Licensee. Upon mutual Agreement of Licensee and DMP, these improvements and enhancements may also become the property of Licensors' core program(s). Under no circumstances will Licensee attempt to market or sell the Licensee's modified program, or any improvements, modifications or enhancements of the software to any other party.
2. Licensee's rights in the Software under this Agreement may not be assigned, sublicensed, or otherwise transferred (whether voluntarily, by operation of law, or otherwise). All data entered into the Software by Licensee relating to Properties processed by the Software, and all results obtained from processing such data by the Software, are the property of Licensee.

#### **D. Use of the Software and Confidential Information**

1. The Software may be used only for, by, or on behalf of Licensee, and only within the confines of the Licensed Territory.
2. Licensee must take all steps reasonably necessary to insure that no part of the software code is made available by Licensee to anyone. Licensee's obligations under this paragraph shall survive and continue after any discontinuance of use of the Software by the Licensee. Any violation of Licensee's obligations under this paragraph is a material breach of this Agreement.
3. It is Licensee's responsibility to maintain regular and frequent backup copies of all data and programs used in conjunction with the Software for a sufficient time to restore any possible data or program loss by Licensee.
4. All information related to the Software or any other non-public, technical or business information of DMP which is disclosed to Licensee ("Confidential Information") shall be treated as highly confidential information, which Licensee shall use at least the same degree of care to maintain the secrecy of as it uses in maintaining the secrecy of its own proprietary, confidential and trade secret information, and Licensee shall not disclose such information to any third party or use such information for any purpose except as expressly authorized in this Agreement. Licensee shall only disclose such information to those of its employees who need such information to exercise Licensee's rights and perform its obligations hereunder, and who have executed confidentiality agreements with Licensee. Information shall be deemed not to be Confidential Information in the event Licensee becomes legally compelled by deposition, subpoena, or other court or governmental action or on the basis of any public records statute or freedom of information statute or any other legal grounds to disclose any of the confidential information covered by this Agreement. Should this occur, Licensee shall provide, if such is not legally prohibited, DMP with prompt written notice of such legal compulsion.

#### **E. Software Inspection**

1. DMP has the right to physically inspect the Software at its discretion to determine proper use of the software during the first year of installation. DMP shall give Licensee reasonable prior notice of desire to conduct such an inspection and shall do so only during regular business hours of Licensee, unless before the inspection the parties agree otherwise on the timing.

#### **F. Maintenance and Support**

1. DMP will provide maintenance for the fees outlined in Attachment B. Maintenance is defined as customary user support and maintenance of the Software, such as inquiries regarding installation and feature usage, general education and instruction about use of the Software, maintenance releases of the Software to fix program defects and/or accommodate operating system changes within the Microsoft Windows family.
2. From time to time, DMP may develop enhancement and upgrades to the Software, which will be made available to Licensee with no additional costs.
3. Licensee will appoint a project manager who shall coordinate all activities for licensee with Contractor during installation and testing.

## G. General

Licensee must pay all valid taxes or fees of any kind with respect to the license or use of the Software. All such taxes or fees required to be collected by DMP shall be added to the payments due from Licensee to DMP under this Agreement.

## H. Products, Services and Data from Third-Party Vendors

The Licensee acknowledges that DMP maintains product, services, data and software license agreements with Eagle Aerial Solutions (Eagle) and Pictometry International Corp. (Pictometry) to deliver certain products, services data and software to the County under this Agreement. The County acknowledges and agrees to the following related terms and conditions as they related to these third party licensing agreements:

### H.1 Products and Services from Eagle Aerial Solutions

The Licensee agrees that it will use the Licensed Imagery for internal operations by employees of Licensee only and any County contractors who are doing work on behalf of the County and only with respect to such work. The Licensee understands that emergency responders (such as the County Sheriff) may not use the Licensed Imagery for dispatch or in-vehicle use. The Licensee also will not assign, transfer, share, sublicense, sell, lend or otherwise use, any aspect of the Licensed Imagery or any products derived from the Licensed Imagery, such as prints, digital files or the like ("Derivative Products"), except as permitted under DMP's License Agreement with Eagle.

#### H.1.1 Copyright

The Licensee's use of DMP's license does not transfer any right, title, or interest in Eagle, the Licensed Imagery or the Derivative Products, except as specifically set forth in DMP's License Agreement with Eagle. The Licensee agrees that the Licensed Imagery is protected by the United States copyright laws and international treaty provisions. The Licensed Imagery is provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the U.S. Government is subjected to restricted rights applicable to commercial computer software (under DFARS 52.227-7013).

#### H.1.2 LIMITED WARRANTY - DIGITAL AERIAL PHOTOGRAPHY

The Licensee understands that Eagle makes no warranty as to the precise accuracy of the digital aerial photography or any other data provided or sold. It is the Licensee's responsibility to determine if the accuracy level of the digital aerial photography will meet their specific needs.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO WARRANTIES WITH RESPECT TO THE LICENSED IMAGERY, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EAGLE, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR

CREATE ANY NEW WARRANTIES.

### H.1.3 LIMITED LIABILITY STATEMENT

THE LICENSEE UNDERSTANDS THAT IN NO EVENT SHALL EAGLE, OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER PECUNINARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE EAGLE PRODUCT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL THE LIABILITY OF EAGLE, OR ITS SUPPLIERS, OR DISTRIBUTORS EXCEED THE AMOUNT RECEIVED BY EAGLE BY DMP FOR THE PRODUCT.

## H.2 – Products, Services and Data from Pictometry International Corp.

### USE OF PICTOMETRY ONLINE SERVICES AND LICENSED CONTENT

#### H.2.1 GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- The Licensee is granted a nonexclusive, nontransferable, limited right to access and use the Pictometry online services provided to it pursuant to Agreement MA-002-15010027) by and between the Licensee and DMP (this "Contract") to which this Attachment C is attached and incorporated (the "Online Services"), the Pictometry-created images made available to the Licensee through the Online Services pursuant to this Contract, including all associated metadata and data layers included in, provided with, or derived from those images (the "Online Content") and the Pictometry-created images delivered to the Licensee via hard-drive or other portable digital media pursuant to this Contract, including all associated metadata and data layers included in, provided with, or derived from those images (the "Delivered Content" and, collectively with the Online Content, the "Licensed Content") solely for the Licensee's internal business purposes and not for resale or redistribution. The Licensee may, subject to the restrictions set forth below, copy Licensed Content onto the Licensee's computer systems to facilitate integration of the Licensed Content into the operation of the GST application being provided to the Licensee by DMP pursuant to this Contract and may prepare hardcopies and digital copies in pdf or jpeg format of the Licensed Content through the Online Services or the GST application for inclusion in and distribution as part of work product records, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than the Licensee.
- The Licensee may not make the Online Services available to any other party.
- The Licensee may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- The Licensee may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of

Pictometry.

- The Licensee may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- The Licensee may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- The Licensee may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- The Licensee may not use information included in the Online 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.
- Except as permitted with respect to GovClarity™, the Licensee may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither the Licensee nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### H.2.2 ACCESS TO SERVICES

- Except as expressly provided otherwise elsewhere in this Contract, only the Licensee, its employees, and temporary or contract employees dedicated to performing work exclusively for the Licensee (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to this Contract. With respect to direct access to the Online Services by Eligible Users but not access through capabilities integrated into GovClarity™ pursuant to this Contract, each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. The Licensee agrees that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. The Licensee will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or the Licensee otherwise wishes to terminate the Eligible User's access to the Online Services. The Licensee is responsible for all use of the Online Services accessed with Pictometry Credentials issued to its Eligible Users, including associated charges, whether by Eligible Users or others. The Licensee will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to its Eligible Users and will promptly deactivate



any Pictometry Credentials the Licensee suspects are lost, stolen, compromised, or misused.

- The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- The Licensee is aware and understands that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. The Licensee hereby releases all claims against Pictometry with respect to such access.

### H.2.3 DISCLAIMERS

The following disclaimers apply to the Online Services and the Licensed Content:

- The Online 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.
- The Online 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.
- All measurements and reports generated by the Online 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.
- Contour information obtained from the Online Services or contained in the Licensed Content is generated from under-sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- While the Online 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 Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- Reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for the intended purpose.
- Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

### H.2.4 DISCLAIMER OF WARRANTIES

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MA-002-15010027*

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THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS",  
"AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER  
OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES,  
INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A  
PARTICULAR PURPOSE.

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## **ATTACHMENT D - Orange County Assessor/Seamless Map Interface Data and Information Management**

The Orange County Assessor Department has developed an analysis and information interface for its property characteristic information on an intelligent photo imagery platform.

This interface continues to yield a broad range of user capabilities to do "what if" and "let me see it" reviews and evaluations of information and data available within the Assessor database. The system provides an access portal to information available from other local agencies or jurisdictions to be provided as a part of this standard platform.

DMP represents that the system will provide the following:

1. Aerial photographs of Orange County providing color imagery of 3" or 4" nominal GSD for the general developed areas of the County of Orange subject to exclusions elsewhere in this Contract.
2. Aerial photograph of County with assessor parcel map overlay. This will be provided using 3" per pixel color imagery as a baseline.
3. Maps scaled for on-screen viewing and printing.
  - a. The product will include a zoom feature while maintaining aspect ratios.
  - b. The product will provide printing to a desktop printer at a specified scale.
4. Interface with all modules of Assessor ATS II.
  - a. DMP will provide an interface for ATS II to incorporate a map view request into the system.
  - b. Contractor will provide a link from the property map page to display specified data within the GST Application in standalone mode.
5. Have the ability to search for comparable properties using the system and have results displayed on the GST screen/picture with assessor parcels mapped showing comps as highlighted assessor parcels.
  - a. DMP will continue to provide a program that will display related areas on the map from a list of Assessor Parcel Numbers (APN's).
  - b. DMP will customize an interface to the GST Application to provide the required data links (APN's) to the system.
6. Have the ability to select an assessor parcel by APN, property address or latitude/longitude from the aerial photographs on an ad-hoc basis and view and use its attributes from a pop-up display or within a spreadsheet concept.
7. Have the ability to draw a polygon on the County map/photograph combination to establish a set of assessor parcels (APNs) with options to do research using defined attributes. (Assessor will specify limits for Assessor review and approval.)
  - a. DMP will continue to provide a function to generate a list of APN's defined within a drawn polygon.

8. Have the ability to print photographs/maps with comparable sales information or ad-hoc groupings defined by polygon or single assessor parcel.
  - a. GTS Application will generate and display specified reports based on selected parcels.
9. DMP will provide access to subscriptions to other layers of information as they become available including, but not limited to, Contaminated Sites, Zoning, Districts and Topography. The Assessor to provide licensing for such layers.
10. The Assessor reserves the right to substitute map related databases that become available with the exception of web services provisioned with the web-enabled GST solution. Databases do not include Microsoft Bing, Pictometry Connect, and Hosted Imagery Solutions provisioned for the GST upgrade. The hybrid solution proposed herein is customized to operate with these specific web services.
11. The system will operate across a hybrid architecture of the Internet and the Assessor Department's LAN under Windows Active Directory.
12. The system will operate on desktop computers Active Directory Environment operating with Microsoft Windows XP or up.

## ATTACHMENT E - DIGITAL MAP PRODUCTS

DMP will upgrade of the Orange County Assessor Department's current GST solution from DMP's CityGIS™ solution to DMP's GovClarity™.

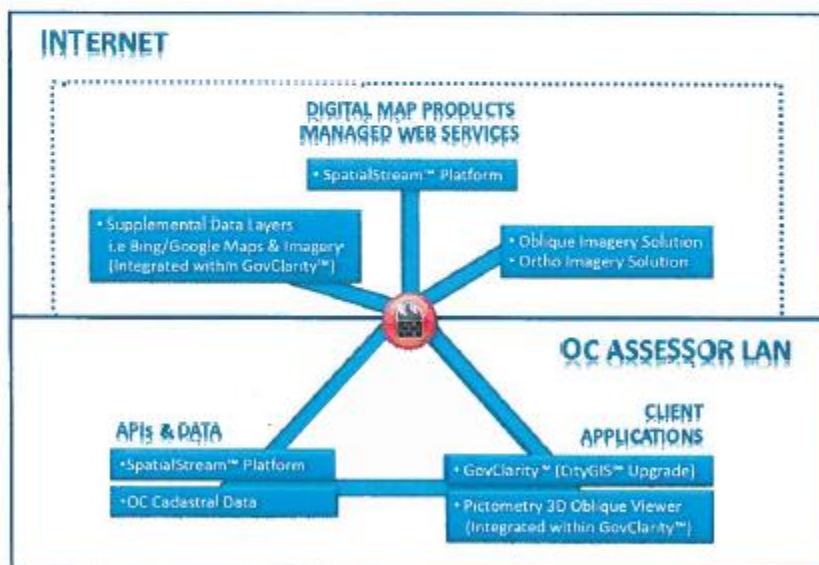
GovClarity™ is a mapping and integration platform designed to improve government efficiency and constituent service.

DMP represents that GovClarity™ fully meets the GST requirements and enables the Orange County Assessor Department to have extended capabilities from within the GovClarity™ and SpatialStream™ platform to incorporate hosted base maps, imagery from multiple sources, and 3D interactive viewing and tools that combine oblique imagery and data with measurement and analytical tools.

DMP will combine DMP's Software-as-a-Service (SaaS) with the Orange County Assessor Department Intranet and 3<sup>rd</sup> party hosted web services as illustrated in Figure 1 below.

DMP ensures that all current GST usage and capabilities will remain uninterrupted throughout the transition from the existing GST to the proposed GST. DMP supports the upgraded GST through installation, data migration, on-site configuration and changes of technology and updates in the various software packages that comprise ATS II.

Figure 1: Upgraded GST Architecture (Web Based GST Solution)



Scope A  
 Develop, test and deploy upgraded GST Application  
**GovClarity™**

All GovClarity™ software updates and technology additions will be automatically installed and available to the Assessor Department as part of the Service provided.

### **3D Interactive Viewer & Tools**

Combine Imagery & Data with Measurement & Analytical Tools

As part of its Services, DMP will include a Pictometry provisioned 3D interactive viewer which combines the high resolution oblique imagery with the Orange County Assessor Department data to create a system that is accessible from a single click within the GST application.

### **Server Application Security Considerations**

DMP will utilize the latest technologies to keep its customers' data and applications secure.

DMP will utilize Secure Sockets Layer encryption to secure the County's login and authentication modules. DMP's SSL certificates are Norton™ Secured, powered by VeriSign. DMP will also utilize several highly-available ASA firewalls and enterprise-grade layer-3 switches from Cisco, and application delivery controllers from F5.

On the datacenter front, DMP has multiple, geographically disparate locations, each of which are fully staffed and monitored at all times. DMP agrees that such locations must maintain their SAS-70 Type II-certification during the duration of this Agreement.

### **Scope B**

Provide maintenance and support services for GST Application

In addition to the annual maintenance agreements, DMP agrees to support the GST upgrade with data updates, tools (API), and continued API support as necessary. Updates, patches and new releases will be deployed via the SaaS model.

### **Scope C**

*Provide aerial photography images to be incorporated into the GST application data layer*

### **Aerial Photography**

DMP will provide orthogonal and oblique imagery covering predominantly the whole of Orange County minus areas of the Cleveland National Forest. Eagle Aerial Solutions orthogonal imagery will be provided at 3-inch nominal GSD (Ground Sample Distance). Pictometry oblique imagery and corresponding Pictometry orthogonal imagery will be provided at 4-inch nominal GSD. DMP will provide access to both the new and historic imagery from within the GST.

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**A. Staffing – Technical Expertise**

**Digital Map Products –Staffing**

*James Skurzynski | Chief Executive Officer | President*

*Geoffrey Wade | Chief Technology Officer*

*Lindsay McGreevy | Corporate Development Program Manager*

*Joanne Chang | Director of Internal Processes Automation& Leads Systems Designer*

*Annie Schwab | Vice President of Customer Success & Marketing*

**Eagle Aerial Solutions – DMP's Subcontractor's Staffing**

*Paul Clark / Vice President of Eagle Aerial Solutions*

*Wayne Tate / President of Eagle Aerial Solutions*

**Pictometry – DMP's Subcontractor's Staffing**

*Chad Rhinewald / Project Manager*

*Brian Garcia / District Sales Manager*



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## B. Cost and Pricing

### Scope A

The matrix below outlines DMP's hybrid architecture to upgrade the Orange County Assessor Department's current GST solution from DMP's CityGIS™ solution to DMP's GovClarity™.

<b>DMP Proposed Solution</b>	<b>Details</b>	<b>One-Time Fees</b>	<b>Annual Fees</b>
GovClarity™ & SpatialStream™	Platform and API Subscription		\$50,000.00
Package & Install SpatialStream™ Onsite	Up to 2 Times per Year		\$20,000.00
Custom Development	Customization of GovClarity™ for On-site Configuration including Orange County Assessor Department Property Data	\$30,000.00	
	Update Oblique Integration	\$25,000.00	
	Custom Parcel Delivery and Linking to Orange County Assessor Department Property Data	\$20,000.00	
	Provide "Plug-in" equivalent for AST II (Browser control plug-in for Windows Forms)	\$40,000.00	
<b>Year One Costs</b>		<b>\$115,000.00</b>	<b>\$70,000.00</b>
<b>Years 2 - 5 Annual Costs</b>			<b>\$70,000.00</b>

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### Scope B

The above pricing matrix includes the cost of maintenance and support for Scope B.

### Scope C

Orthogonal Photography – as provided by Eagle Aerial to DMP

<b>Subcontractor Orthogonal Imagery (Eagle Aerial Solutions)</b>	<b>Details</b>	<b>One-Time Fees</b>	<b>Annual Fees</b>
<b>3-inch GSD Seamless Mosaic</b>	<p>The orthogonal coverage proposed is a total of 830 square miles:            740 square miles at 3-inch GSD and 90 square miles at 6-inch GSD.</p> <p>This includes a 3-inch GSD seamless mosaic of those areas of Orange County which are not part of the Cleveland National Forest plus a 500 foot buffer (740 square miles). This also includes a 6-inch GSD seamless mosaic of the most mountainous areas of the county mostly within the</p>		\$65,000.00
<b>Hosted Ortho Imagery Solution (Online Subscription)</b>	Eagle Aerial Solutions to host new imagery (requires internet connection)		Included in pricing
<b>Year One Costs</b>			<b>\$65,000.00</b>
<b>Years 2 - 5 Annual Costs</b>			<b>\$65,000.00</b>

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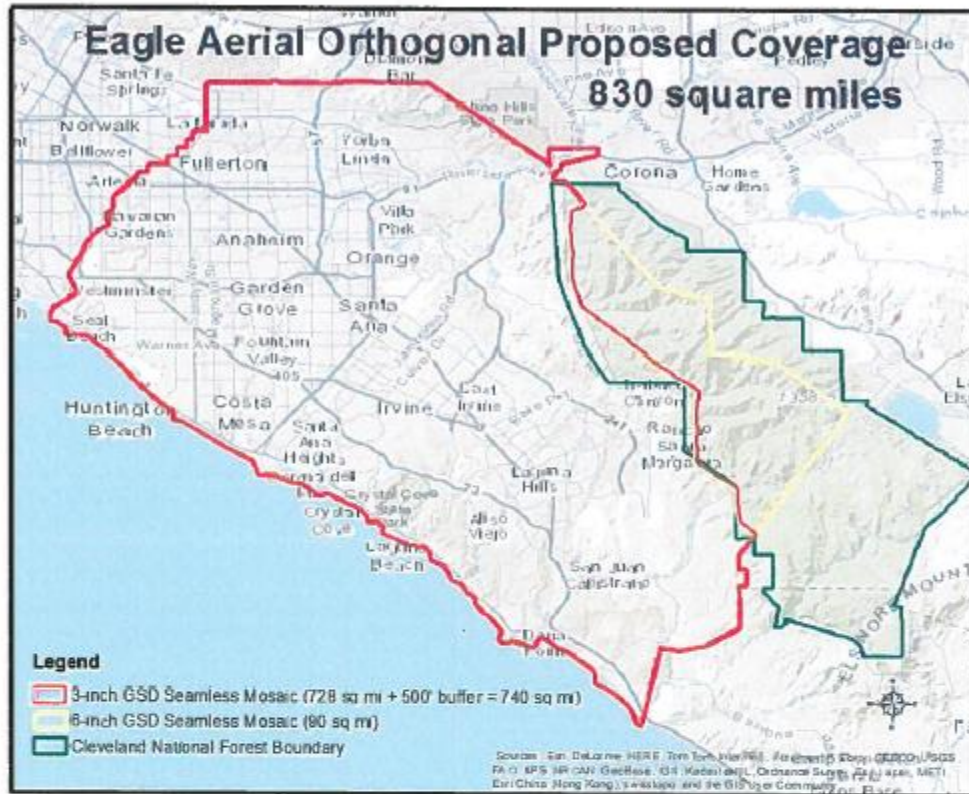


Figure 2: Orthogonal Proposed Coverage Map

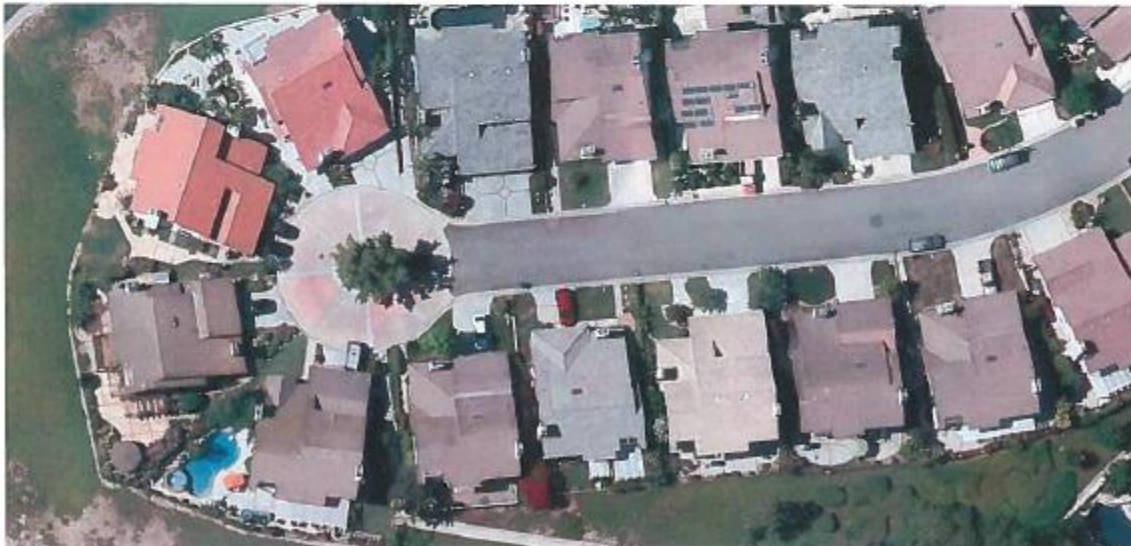
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Figure 3: Orthogonal Imagery Examples



Figure 4: Residential Ortho Examples



Oblique Photography – as provided by Pictometry to DMP

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Subcontractor Oblique Imagery (Pictometry)	Details	One-Time Fees	Annual Fees
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic.	592 square miles –  Cost per sector = \$400.00		\$236,800.00*
	Optional contiguous area/coverage up to 5%  Cost per sector = \$400.00		\$11,840.00*
Custom Development**	Integrated Pictometry Analytics (IPA) API integration to 3 <sup>rd</sup> party application (GovClarity™) Pictometry Connect™ Account required (listed below)	\$1,990.00	
3D Interactive Viewer & Tools (Integrated into 3 <sup>rd</sup> party application (GovClarity™))	Oblique Viewer with Measurement & Analysis Tools;  Esri ArcGIS plug-in for Desktop included.		Included in pricing
Hosted Imagery Solution (Pictometry Connect™ Account)**	Pictometry to host imagery & Oblique Viewer (requires internet connection)		\$3,000.00

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<b>Subcontractor Oblique Imagery (Pictometry)</b>	<b>Details</b>	<b>One-Time Fees</b>	<b>Annual Fees</b>
<b>Year One Costs</b>		<b>\$1,990.00 (Due upon activation)</b>	<b>\$236,800.00*</b> <b>(Can be paid over two years)</b>  <b>Does not include the optional 5% area</b>  <b>\$ 3000.00 (Due upon activation)</b>
<b>Years 2 – 5 Annual Costs</b>		<b>\$0</b>	<b>\$3,000.00 (Due on anniversary date) + cost for future aerial projects</b>

\* Imagery license is available to be shared among the various County departments and agencies without paying additional fees or compensation to DMP. The Assessor may grant permission for use of the Imagery license to such departments and agencies. "Use" means the duplication or shared access and reuse of the non-web format imagery for County business purposes and operations.



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Figure 5: Pictometry Oblique Imagery Coverage Map



Figure 6: Oblique Imagery Example





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**Figure 7: Full Mosaic Example – May contain seam lines or artifacts where images come together**



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**Section 1.01 Digital Map Products – Professional Services Fee Schedule**

- Project/Principal Manager \$175/Hour
- Product Specialist \$150/Hour
- Senior Software Engineer/Architect \$250/Hour
- Software Engineer \$150/Hour
- Instructor \$150/Hour
- GIS Technician \$ 85/Hour

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C. DMP represents that GovClarity™ will provide the following features:

Bing Maps Platform
Multi-Operating System Compatibility
Multiple Browser Compatibility
Property Locate
Buffer Search
Results Lists
Layer Display
Export to Excel
Address Labels
Print
Legend
Markups
Layer Identify
Measure Area
Zoning Editor
Create New Layers
Add single point custom addresses
Bundled Data
Notes
Attach Documents
Limit search extent
Mail Merge
Extensible
Integration Platform
Local Government specific workflow based
Open API
Data synchronization
Mobile Enabled
Customizable by dept
Customizable by user
Address auto-complete
Customizable Searches
Publish to CommunityView™
Create single topic maps
Edit layer

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<b>Edit Layer Style</b>
<b>Add layer records</b>
<b>Set Layer Properties</b>
<b>Zoning Analysis</b>
<b>Inspections App</b>
<b>Work order creation</b>
<b>Issue reporting app</b>
<b>Create custom search forms</b>
<b>Edit result list fields</b>
<b>Style search results</b>
<b>Add range point custom addresses</b>
<b>Add incremented custom addresses</b>
<b>Edit data within system</b>
<b>Setback Tool</b>
<b>Permit Checks</b>
<b>Reporting capabilities</b>
<b>View in time</b>

<b>Mapping Platform</b>	Microsoft Bing Maps Engine + DMP's SpatialStream
<b>Operating System</b>	Windows, Mac, iOS
<b>Browser(s)</b>	Internet Explorer, Chrome, Firefox
<b>Plug-In(s)</b>	None
<b>Map Navigation</b>	Microsoft Bing Maps controls (default mouse cursor pan, mouse scroll wheel, double click, shift click)
<b>Property Locate</b>	Locate searches to one parcel (could be many properties in one parcel – Condo Complex) and utilizes Auto-Complete (See Below)
<b>Search / Filter</b>	Dynamic filter that automatically regenerates as user pans or adjusts the parameters, user can create their own filters for standard layers or for user created layers. The Property filter allows you to search for all properties owned by "Smith" or all "Vacant" properties.
<b>Buffer Search</b>	Located in the "Commands" menu as part of the Parcel, a drawn graphic (markup) on the map (Line, polygon or circle)
<b>Results List</b>	Explicitly added by user based on results in users map view, includes many fields that meet Local Government Needs and can be edited per user per session.

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<b>Results List (cont.)</b>	Results List displays all Parcels but links in all the Properties when completing Address Labels or Export for Mail Merge
<b>Layer Display</b>	Displays all features or features meeting a user-set criteria (when in visible scale range)
<b>Export to Excel</b>	Uses an account default that can be edited by the user, up to 2000 records
<b>Address Labels</b>	Owner Address AND Site Address
<b>Print</b>	<p>Part of core application, 2 line title above the map plus 1 line title below the map, user selected subject layer to show in the legend, expanded results list (up to 5 lines with 3 columns)</p> <p>Print is run as a report and completes as a Notification in the Upper right hand corner of the map. Clicking the icon creates the PDF for printings, saving, emailing</p>
<b>Legend</b>	Completely customizable, users can add & remove layers, group layers and save legends for different scenarios
<b>Markups</b>	Polygon, Line, Symbol, Circle. Save markups as collections to a new unique layer
<b>Layer Identify</b>	Users can control the Identify for any layer
<b>Measure Area</b>	Acreage & Square Footage (for geometries smaller than 1.5 acres). Highly improved measurement tool for linear features
<b>Zoning Editor</b>	Supports multiple zones per parcel
<b>Publish to CommunityView™</b>	User publishes layers directly to CommunityView™

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	Feature Description	Use Case Example
<b>Search to Municipal Boundary</b>	A new "checkbox" within the search of filter window allows the user to limit any search results to the Municipal Boundary	A user is interested in all Vacant properties inside the city to generate a notification list for Weed Abatement
<b>Property Locate Auto Complete</b>	When a user enters 3 or more characters matching addresses within the municipality and a buffered region around the municipality display below the locate bar.	Instead of entering a full address, users can enter a few characters and quickly select from the list. Saves time and helps in situations where the complete address is not known.
<b>Create New Layers</b>	Through the enhanced "Drawing Tools" users can draw new layers or place points as well as add layer attributes within the application.	A new park is added to the municipality. Instead of taking the layer into a traditional GIS environment, the user can add the park and add the attributes directly in the application. Similarly, the Admin user could create a new layer such as Water District Boundaries.
<b>Edit Agency Layers</b>	Any Agency data (layer loaded by the Municipality) is editable within the application rather than removing layer(s) from the application and editing them in a traditional GIS environment.	An existing park adds a tennis court, instead of making this simple edit in a traditional GIS environment, the user can edit this directly inside GovClarity™.
<b>Results List</b>	The user can interact with the results list, sort the data, edit the viewable fields, have multiple tabbed results, as well as a full screen view.	Provide the user the ability to make decisions and work with data within the application instead of exporting to Excel.
<b>Style Search/Filter Results</b>	The user is able to style search or filter results to aid in data visualization through the "Quick Pick" tool	The user wants to prioritize, by distance, off-street bike trails for repair. The user creates a filter on the bike trails layer for only "off-street" trails and then styles the length of each trail by color or line thickness.
<b>Address Labels to Mail Merge</b>	Use the Mail Merge Function to insert specific fields from the address label into a defined letter.	In addition to Address Labels, municipalities often include a form letter which could be created through the GovClarity™ Mail Merge

## ATTACHMENT F – SERVICE LEVEL ADDENDUM

This Service Level Addendum (Addendum) provides terms and conditions that apply to, and only to, the specific Web Application. Any capitalized terms not defined in this Addendum shall have the same meaning in the Agreement. These terms do not apply to any other products or services, even if related.

### 1. Web Application Availability and General Addendum Terms

**99% Uptime Commitment.** DMP will use reasonable commercial efforts to provide the Covered Service as operating and available 99% of the time in any calendar month (as defined in Monthly Uptime Percentage, below). In the event the County experiences issues due to the unavailability of the Covered Service, the County will be eligible to receive Service Credits.

**Customer Service Credit Request.** In order to receive Service Credits, the County must notify DMP within fifteen (15) calendar days from the time the County believes it is eligible to receive a Service Credit. Failure to comply with this requirement will forfeit the County's right to receive a Service Credit.

**Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by DMP to the County for any and all issues that occur in a single calendar month will not exceed fifteen days of Service added to the end of the County's term for the Covered Service. Service Credits may not be exchanged for, or converted to, monetary compensation.

**Addendum Exclusions.** This Addendum does not apply to any issues that resulted from: (i) factors outside of DMP's reasonable control; (ii) any actions or inactions by the County or any County third parties; or (iii) the County's equipment and/or third party equipment (not within DMP's control). This Addendum states the County's sole and exclusive remedy for any failure by DPM to meet the obligations under this Addendum.

### 2. Customer Support and Issue Resolution

**Support Commitment.** During the term of this Agreement, the County may find issues involving access to the Web Application and/or its features and/or its data. Such issues will be reported and classified as described in this Addendum and shall be responded to and resolved as shown in the Incident Table further below.

**Contacts and Process.** The County will designate up to 3 persons on its staff who will be authorized to report official issues to DMP, and the County will provide DMP with their names, phone numbers, and email addresses and notify DMP in writing of any changes. DMP's support team will perform priority verification, analysis, and resolution of reported issues.

- a. The County will notify DMP of Level 1 and Level 2 issues via email and include their account name and Severity Level in the email subject line.
- b. The main point of contact will always be the DMP Customer Success Team at: [Support@digimap.com](mailto:Support@digimap.com).

**Scope of Support.** The scope of support is described below and in the Incident Definition and Response and Support Exceptions sections.

- a. **Telephone and Email Support.** If the County has questions about the Web Application or believes there are issues impacting the performance or functionality of the Web Application, the County designated support contact will notify DMP during DMP Support Hours. DMP will respond to the County's support requests according to the severity of the issue as defined in the Incident Table further below.
- b. **Support Hours.** Office hours are Monday thru Friday 8:00 AM – 5:00 PM Pacific Time, excluding holidays.

**Incident Definition and Response.** DMP will classify and respond to reported incidents as described below:

- a. **Severity Level 1** incidents are those which prevent Users from accessing the Web Application or from fulfilling key workflows within the Web Application, and for which no reasonable workaround exists.
- b. **Severity Level 2** incidents are those which have a significant adverse effect on a User's time or ability to complete required workflows, including but not limited to performance issues, difficult workarounds, or non-critical functionality bugs.
- c. **Severity Level 3** incidents are those which do not fall into Severity Level 1 or Severity Level 2 and do not significantly impact the use of the Web Application (including, but not limited to, requests for supplemental information).
- d. **Response.** DMP initial response will include acknowledgment of the issue, confirmation of Severity and a preliminary root cause diagnosis.
- e. **Incident Table.** DMP will use commercially reasonable efforts to handle Incidents as described below.

Severity (urgency)	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Support hours	office hours	office hours	office hours
Initial response time	3 business hours	1 business day	3 business days
Update interval	Daily	weekly	on request
Target resolution time	1 business day	3 weeks	reasonable effort

- f. **Exclusive Remedy.** If DMP fails to resolve a Level 1 issue within the target resolution time, County will receive 1 day of Service Credit for every business day the issue remains unresolved. If DMP fails to resolve a Level 2 issue within the target resolution time, or within an extended time period that is mutually agreed upon due to the complexity of the issue, the County will receive 1 day of Service Credit for every week the issue remains unresolved.



**Support Exceptions.** Some scenarios fall outside the scope of this Addendum, as described below:

- a. With respect to issues of Severity Levels 1 and 2, the County acknowledges that in some instances an issue may be outside of DMP's control. In these instances, DMP will use best efforts to work with the originator of the error to make the necessary correction and provide the County with a proposal containing a target resolution timeframe which shall be subject to mutual agreement between the County and DMP.
- b. DMP will not be responsible for failure to correct a problem to the extent that DMP is unable to replicate the problem or that the problem is caused by (a) a malfunction of computer hardware or software other than the Web Application, (b) an unauthorized modification, operation or use of the software by the County, (c) use of the Web Application that is not in accordance with the Documentation or (d) any factors outside of DMP reasonable control.

**3. Definitions.** The following definitions apply to this Addendum:

- **"Downtime"** means more than a five percent User Error Rate for the domain associated with the Covered Service, measured server-side. Downtime excludes Scheduled Downtime for the purposes of this Addendum.
- **"Downtime Period"** means a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.
- **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
- **"Scheduled Downtime"** means those times where DMP notifies the County of periods of Downtime at least twenty-four hours prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this Addendum, and will not be counted towards any Downtime Periods. Scheduled Downtime must be performed between 8pm and 5am Pacific Time.
- **"Service Credit"** means extra days of Service added to the end of the County's term for the Covered Service, at no charge to the County, as the exclusive remedy under this Addendum. For Downtime Periods, this shall be three days if the Monthly Uptime Percentage for any calendar month is above 98%; or (b) seven days if the Monthly Uptime Percentage for any calendar month is above 95%; or (c) fifteen days if the Monthly Uptime Percentage for any calendar month is less than 95%.
- **"User Error Rate"** means the number of valid requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of valid requests during that period. Repeated identical requests do not count towards the User Error Rate unless at least 60 seconds elapsed between the requests.

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**EXHIBIT 1**

**CHILD SUPPORT ENFORCEMENT REQUIREMENTS  
County of Orange Child Support Enforcement  
Certification Requirements**

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)

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- C. A certification that DMP has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that DMP has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract, MA-002-15010027 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

_____ Authorized Signature	_____ Print Name	_____ Title
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## EXHIBIT 2

### EDD-INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, California State Senate Bill 542 requires businesses and government entities to report specified information about independent Contractors to the Employment Development Department.

An Independent Contractor is defined as an individual who is not an employee of the Business or government entity for California purposes and who receives compensation or executes a Contract for services performed for that business or government entity either in or outside of California.

To comply with the reporting requirements of SB 542, County procedures for contracting with Independent Contractors have changed and now mandate that the following information be completed and forwarded to the requesting agency/department immediately upon request.

- First name, middle initial, and last name
- Social security number
- Address
- Start and expiration dates of Contract
- Amount of Contract

### EDD Reporting Form

First Name _____	Middle Initial. _____	Last Name _____
SSN _____		
Contract No. _____		
Start Date _____ Expiration Date _____		
Dollar value of Contract : _____		