

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works

*[Signature]*

BOARD AGENDA # \*C-1

Urgent

Routine

AGENDA DATE June 2, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Contract to The Sanborn Map Company, Inc., of Colorado Springs, Colorado for Aerial Photography to Support the Geographic Information System and Approval to Use Public Facilities Fees

STAFF RECOMMENDATIONS:

1. Award a Contract for \$181,771.44 to The Sanborn Map Company, Inc., of Colorado Springs, Colorado for High Resolution Aerial Photography Services to support the County Geographic Information System.
2. Authorize the Director of Public Works to execute a contract with The Sanborn Map Company, Inc., in the amount of \$181,771.44, and sign all documents.

(Continued on Page 2)

FISCAL IMPACT:

The total cost for aerial photography services is \$181,771.44 for photographs in Fiscal Year (FY) 2014-2015 and FY 2016-2017 for the GIS base map. Public Facilities Fees (PFF) - Other County Facilities, fund 2408, will be used to fund both aerial photographs. One-half of the PFF funding will be transferred during FY 2014-2015, and the remaining funding will be transferred in FY 2016-2017 when the second aerial photograph is performed. Appropriations for the first aerial photograph are included in the Public Works Administration Fiscal Year 2014-2015 Final Adopted Budget.

BOARD ACTION AS FOLLOWS:

No. 2015-241

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote.

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*[Signature: Christine Ferraro]*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. M-64-J-12

Approval to Award a Contract to The Sanborn Map Company, Inc., of Colorado Springs, Colorado for Aerial Photography to Support the Geographic Information System and Approval to Use Public Facilities Fees

### **STAFF RECOMMENDATIONS (CONTINUED)**

3. Authorize the use of Public Facilities Fees – Other County Facilities, Fund 2408, in the amount of \$181,771.44.
4. Direct the Auditor-Controller to increase estimated revenue in the amount of \$90,885 through a transfer from Public Facilities Fees, as shown on the attached budget journal.

### **DISCUSSION:**

Geographic Information System (GIS), which contains an underlying base map and other specialized data layers, is an essential resource used by several County departments as they design and provide expanding public services, including permitting, emergency response, navigation systems, crime analysis and transportation logistics.

Available on the County's Internet site, GIS also provides information to the public such as addresses and parcel information, Board of Supervisor and school district information, general plan information, assessor record inquiry, the Assessor's map book, property tax information, and other features utilized for local business development, and other general purposes.

The aerial images imbedded into GIS have also proven to be a valuable aid in identifying, analyzing, and measuring growth over time, its effects and relationships to adjoining properties and related impacts on the surrounding areas.

In such a densely populated and built-up environment, the collection of accurate information is possible with the use of a suitable map, which can be obtained with the combined use of GIS and aerial photography. Using a computer, software and geographical information, GIS is an efficient system that analyzes spatial data with a geographical reference. Data is represented on a map from which models can be built and visualized and, if necessary, produced in a printed copy. One such example is estimating the population of a development, which can be projected from the high-resolution images and the mean number of people per surface unit or per dwelling. GIS output is frequently used for plan submissions by customers.

Performing aerial photography at least biannually produces a meaningful system, reflective of land use changes. After receiving a quote for \$128,000 for a single aerial photograph with 12" resolution, a Request for Proposal (RFP) was initiated to obtain a multi-year price commitment intending to service the years 2015 to 2018, with quote requests for four annual aerials at 12" resolution, or two 6" resolution aerials performed biannually.

Approval to Award a Contract to The Sanborn Map Company, Inc., of Colorado Springs, Colorado for Aerial Photography to Support the Geographic Information System and Approval to Use Public Facilities Fees

Eight vendors submitted proposals; one proponent did not meet all the RFP requirements and was disqualified. The proposals were evaluated by a panel, with consideration of the vendor's experience, reliability, and expertise.

<b>Name of Company</b>	<b>Proposal Total Scoring</b>
The Sanborn Map Company, Inc.	196.16
Aero-Graphics, Inc.	191.28
GeoPhex	181.25
Digital Mapping, Inc.	134.95
Tetra Tech	101.66
GeoTerra, Inc.	91.28
Control CAM	86.02

The proposals included the following specifications:

- Two biannual color aerial photographs with 6" resolution;
- Ortho rectification which geometrically scales the photograph for uniform mapping;
- Aerial presentation in the State Plan Coordinate System format providing zones and boundaries; and
- Biannually photography performed in 2015, and again in 2017.

Public Works staff reviewed the proposals and recommend awarding a contract in the amount of \$181,771.44 to The Sanborn Map Company, Inc. as the most qualified consultant based on the results of the evaluation criteria.

**POLICY ISSUES:**

The recommended actions are consistent with the Board's priority of A Well Planned Infrastructure System by providing the resources necessary to support the County GIS.

**STAFFING IMPACT:**

There are no staffing impacts associated with this item.

**CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: (209) 525-4153.

**ATTACHMENTS:**

1. Contract with The Sanborn Map Company, Inc., of Colorado Springs, Colorado
2. Budget Journal





## SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the 27<sup>th</sup> day of March, 2015 ("Effective Date") by and between The Sanborn Map Company, Inc., a Delaware corporation ("Sanborn"), and the County of Stanislaus (the "CLIENT"). There are no third parties to this Agreement nor any third party rights or benefits either expressed or implied.

### RECITALS

Sanborn is in the business of creating specialized geographic information solutions products and services.

CLIENT wishes to enter into this Agreement with Sanborn in order to secure products and services from Sanborn.

CLIENT and Sanborn acknowledge the Agreement consists of the following, which are listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A Services and Deliverables and Exhibit B Compensation

NOW, THEREFORE, CLIENT and Sanborn mutually agree as follows:

#### Article 1 Services.

1.1 Sanborn agrees to perform those services for CLIENT that are specified in Exhibit A (the "Services") and shall deliver to CLIENT those deliverables specified in Exhibit A (the "Deliverables"). *Additional* Services and Deliverables shall be defined by CLIENT as Purchase Orders from time to time as its needs dictate. The *additional* Purchase Orders shall contain, at a minimum: (i) any flow down provisions from another buyer authorized to make purchases under this Agreement, if applicable, (ii) specifications, (iii) list of deliverable items and shipment instructions, (iv) acceptance criteria, and (v) schedule of deliverables. Sanborn shall respond to such Purchase Order request(s) with a price quotation. This Agreement and any Purchase Orders issued hereunder must be signed by authorized representatives of each party with the authority to bind their respective organizations. Execution of this Agreement, or a

Purchase Order issued hereunder, by both parties shall constitute a notice to proceed with the Services.

1.2 Sanborn shall use its commercially reasonable efforts to render services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry. Sanborn shall not be restricted in its use of subcontractors and suppliers (including, but not limited to, any socio-economically disadvantaged companies as defined in the U.S. System for Award Management (SAM) and/or the Small Business Administration (SBA); and any of Sanborn's qualified acquisition subcontractors) as Sanborn, in its sole discretion determines are necessary to meet its obligations under this Agreement or any Purchase Order issued hereunder. However, Sanborn shall obtain CLIENT's prior written approval for any subcontractors that it intends to utilize that are not already identified in this Agreement or any Purchase Order issued hereunder; such approval which shall not be unreasonably withheld. Identified subcontractors include: Shandong Eastdawn Corporation, Azimuth Group, and Valley Air Photos.

1.3 Neither party shall be liable in damages or have the right to terminate this Agreement or any Purchase Order issued hereunder for any delay or default in performing (with the exception of failure to pay) if such delay or default is caused by events of Force Majeure. Force Majeure shall mean any events or actions beyond the reasonable control of either CLIENT or Sanborn preventing or delaying the execution of or compliance with any of the terms and conditions contained in this Agreement or any Purchase Order issued hereunder including but not limited to strikes, lockouts, labor shortages, actions or inactions of independent subcontractors and suppliers, power shortages, wars, acts of God, and governmental regulations, including the restrictions imposed by air traffic control personnel with authority over airspace required for flight operations, restricting normal operations, weather or atmospheric conditions that are not conducive for the collection of aerial imagery or terrain data in a manner that is necessary to meet or exceed the requirements of any Deliverable and inability of CLIENT to provide any specified Sources in a timely manner. Sources shall mean all information and/or materials as may be defined in this Agreement or any Purchase Order issued hereunder required to be provided by CLIENT to Sanborn for the performance of the Services. If and to the extent that Sanborn suffers a delay as a result of an event of Force Majeure then it shall be entitled to a delivery schedule extension by a period of time equal to the period of interruption caused by the Force Majeure event.

1.4 Sanborn shall be the sole and exclusive owner of all right, title and interest in and to the work materials and Deliverables until such time as Sanborn has received full and final payment of all outstanding invoices with respect to the performance of the Services and delivery of the Deliverables hereunder. At such time as payment in full has been rendered to Sanborn, CLIENT shall have such rights, title, and interest in and to the Deliverables.

1.5 To the extent that the work materials and Deliverables are considered public domain information, Sanborn shall enjoy all rights to utilize the work materials and/or Deliverables in its business practices, without restriction. To the extent that the work materials and Deliverables are not considered public domain information, CLIENT hereby grants to Sanborn a limited, non-exclusive, nontransferable, royalty-free, worldwide, perpetual license to copy, use, create derivative works of, use derivative works of, and distribute copies of the

derivative works of, same unless specified otherwise in this Agreement or any Purchase Order(s) issued hereunder. Any Products that are purchased through this Agreement or any Purchase Order issued hereunder that are the property of a third party shall be subject to the owner's license agreements.

1.6 The parties mutually agree that the database design(s) for CLIENT, if applicable, shall be as contained in the specifications in Exhibit A, and each Purchase Order issued hereunder.

1.7 The parties mutually agree that the standards for quality validation of the Deliverables shall be as contained in the acceptance criteria of Exhibit A, and each Purchase Order issued hereunder. CLIENT shall be responsible for evaluating and determining the adherence of the Deliverables to the acceptance criteria or calculating error rates for the Deliverable units under this Agreement or any Purchase Order issued hereunder within thirty (30) days of receipt. To the extent that CLIENT assigns or contracts some or all of this responsibility to any third party ("Agent") such assignment or contracting of the responsibility shall not relieve CLIENT of responsibility and liability for all acts and omissions which may constitute CLIENT's default or breach of this Agreement.

1.8 CLIENT's point of contact for Sanborn shall be:

Peou Khiek  
GIS Manager  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358  
Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_  
[khiekp@stancounty.com](mailto:khiekp@stancounty.com)

Sanborn's point of contact for CLIENT shall be:

Kris Andersen  
Project Manager  
Sanborn  
1935 Jamboree Drive, Suite 100  
Colorado Springs, CO 80920-5358  
(719) 264-5490  
[kandersen@sanborn.com](mailto:kandersen@sanborn.com)

**Article 2 Compensation.** CLIENT shall pay Sanborn for the Deliverables and performance of the Services in accordance with the terms specified in Exhibit B. CLIENT is tax exempt and shall issue a tax exempt certificate to Sanborn upon execution of this Agreement.

**Article 3 Independent Contractor Status.**

3.1 Sanborn is an independent contractor and no employees, associates or agents of Sanborn shall be deemed to be an employee, associate or agent of CLIENT, or vice-versa.

CLIENT and Sanborn are not and shall not be considered as employer/employee, joint adventurers, partners, or one as agent of the other under this Agreement, and neither shall have power to bind or obligate the other.

#### **Article 4 Term and Termination.**

4.1 This Agreement shall remain in effect from the date contained herein until terminated by either party by giving thirty (30) days' written notice to the other party. Upon the date so specified, Sanborn shall immediately terminate all activities on behalf of CLIENT. Notwithstanding any such termination, CLIENT shall in no event be released from its obligation to pay Sanborn for all Services performed and those in process at the time of such termination, and Deliverables delivered prior to such termination.

4.2 The provisions of Articles 1-6 shall survive any termination of this Agreement.

#### **Article 5 Indemnification**

5.1 By CLIENT. CLIENT agrees to indemnify, defend and hold harmless Sanborn and Sanborn's directors, officers, shareholders, employees, agents and affiliates from and against any and all third party actions, claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs (collectively, "Claims") arising out of or related to the acts, errors or omissions of CLIENT or any of CLIENT's officers, directors, employees, Agents or affiliates in connection with the performance of its obligations under this Agreement.

5.2 By Sanborn. Sanborn agrees to indemnify, defend and hold harmless CLIENT and CLIENT's directors, officers, shareholders, employees, agents and affiliates from and against any and all Claims arising out of or related to the acts, errors or omissions of Sanborn or any of Sanborn's officers, directors, employees, agents or affiliates in connection with the performance of its obligations under this Agreement.

5.3 Conditions of Indemnification of Third Party Claims. The obligations and liabilities of the parties hereunder with respect to Claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(a) In the event that any claim or demand for which one party would be liable to the other hereunder (the "Indemnified Party" and the "Indemnifying Party" as applicable), is asserted against or sought to be collected by a third party, the Indemnified Party shall promptly notify the Indemnifying Party of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). The Indemnifying Party shall have twenty (20) days from its receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party (1) whether or not the Indemnifying Party disputes its liability to the Indemnified Party hereunder with respect to such claim or demand, and (2) if it does not dispute such liability, whether or not it desires, at its sole cost and expense, to defend the Indemnified Party against such claim or demand; provided, however, that the Indemnified Party is hereby authorized prior to and during the Notice Period to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests. In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that Indemnifying Party desires to



defend against such claim or demand, then except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings, which proceedings shall be promptly settled or prosecuted to a final conclusion in such a manner as to avoid any risk of an Indemnified Party becoming subject to liability for any other matter. If, in the reasonable opinion of an Indemnified Party, any such claim or demand involves an issue or matter that could have a material adverse effect on the business, operations, assets, properties or prospects of an Indemnified Party or an affiliate of an Indemnified Party, such Indemnified Party shall have the right to control the defense or settlement of any such claim or demand, and its reasonable costs and expenses thereof shall be included as part of the indemnification obligations of the Indemnifying Party hereunder. If the Indemnifying Party disputes its liability with respect to such claim or demand or elects not to defend against such claim or demand, whether by not giving timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same be contested by the Indemnifying Party or by an Indemnified Party (but the Indemnified Party shall not have any obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be presumptively deemed to be a liability of the Indemnifying Party hereunder (subject, if the Indemnifying Party has timely disputed liability, to a determination that the disputed liability is covered by these indemnification provisions).

(b) In the event that an Indemnified Party should have a claim against an Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third party, the Indemnified Party shall promptly send a Claim Notice with respect to such claim to the Indemnifying Party; provided, that the failure to so notify shall not limit the Indemnified Party's right to indemnification unless such failure materially adversely affects the ability of the Indemnifying Party to defend such claim and then only to such extent. If the Indemnifying Party does not notify the Indemnified Party within the Notice Period that it disputes such claim, the amount of such claim shall be presumptively deemed a liability of the Indemnifying Party hereunder.

5.4 Participation; Cooperation. The Indemnified Party will at all times also have the right to participate fully in the defense at its own expense unless the third party Claim is made both against an Indemnifying Party and an Indemnified Party and the Indemnified Party has been advised by counsel that there are legal defenses available to such Indemnified Party that are materially different from those available to the Indemnifying Party, in which case the fees and expenses of one counsel in respect of such claim incurred by the Indemnified Party will be paid by Indemnifying Party. The parties will cooperate in the defense of all third-party Claims that may give rise to indemnifiable Claims hereunder. In connection with the defense of any claim, each party will make available to the party controlling such defense, any books, records or other documents within its control that are reasonably requested in the course of such defense.

5.5 Limitation on Damages. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever. Sanborn's maximum aggregate liability to CLIENT shall be limited to the aggregate dollar value of fees paid to Sanborn by CLIENT pursuant to the terms hereof. EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF

**MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT.**

5.6 **Insurance.** Sanborn shall comply with the insurance requirements as stated in this section 5.6.

a) Sanborn shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

i) **General Liability.** Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Sanborn under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

ii) **Automobile Liability Insurance.** If Sanborn or Sanborn's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

iii) **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, Sanborn certifies under section 1861 of the Labor Code that Sanborn is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that Sanborn will comply with such provisions before commencing the performance of the work of this Agreement.

b) Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by CLIENT. At the option of CLIENT, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) Sanborn shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to CLIENT guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. CLIENT, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, Sanborn agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of Sanborn's defense and indemnification obligations as set forth in this Agreement.

c) Sanborn shall include CLIENT, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be “where required by written contract”. All Insurance policies will include a Waiver of Subrogation in favor of CLIENT.

d) Sanborn’s insurance coverage shall be primary insurance regarding CLIENT and CLIENT’s officers, officials and employees. Any insurance or self-insurance maintained by CLIENT or CLIENT’s officers, officials and employees shall be excess of Sanborn’s insurance and shall not contribute with Sanborn’s insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CLIENT, its officers, directors, officials, agents, employees and volunteers. Sanborn’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to CLIENT for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

e) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CLIENT or its officers, officials, employees or volunteers.

f) Sanborn’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

g) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days’ prior written notice has been given to CLIENT. Sanborn shall promptly notify, or cause the insurance carrier to promptly notify, CLIENT of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

h) Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best’s Key Rating Guide acceptable to CLIENT; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best’s rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best’s rating of at least A-:VII shall be acceptable to CLIENT; lesser ratings must be approved in writing by CLIENT.

i) Sanborn shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

j) At least ten (10) days prior to the date Sanborn begins performance of its obligations under this Agreement, Sanborn shall furnish CLIENT with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of Sanborn. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in CLIENT's sole and absolute discretion, approved by CLIENT. CLIENT reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

k) The limits of insurance described herein shall not limit the liability of Sanborn and Sanborn's officers, employees, agents, representatives or subcontractors.

#### **Article 6 Miscellaneous.**

6.1 This Agreement is made in the State of California, and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

6.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, the County of Stanislaus, California.

6.3 This Agreement and its Exhibits contains the entire agreement between CLIENT and Sanborn and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties as described in sections 6.9 and 6.10.

6.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

6.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

6.6 The waiver of a breach of any provision of this Agreement by either party or the failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

6.7 Notice required under this Agreement shall be in writing and either personally delivered; sent by certified mail, return receipt requested; sent by common courier (i.e., UPS, FedEx), with proof of delivery; or sent electronically (i.e., Facsimile, Email), with delivery/read receipt/confirmation, to CLIENT at its principal executive offices in section 1.8 or to Sanborn, Attention: Corporate Contracts at the last address filed by it in writing with CLIENT.

6.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors. This Agreement may be assigned by CLIENT to any successor; however, Sanborn may only assign this Agreement to a successor

with the prior written approval of CLIENT; such approval which shall not be unreasonably withheld.

6.9 This Agreement may only be modified through written amendment or Change Request Form as described in section 6.10, and signed by authorized representatives of the parties.

6.10 The Exhibits to this Agreement and any Purchase Order(s) issued hereunder may only be modified through the Change Request process which requires that any change to the specifications, deliverables, acceptance criteria, delivery schedule, fees or invoicing and payment terms be clearly quantified and reduced to writing utilizing a Change Request Form, and signed by authorized representatives of the parties.

6.11 All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the parties for resolution. In the event that the parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved party to the other party, the aggrieved party shall be free to pursue all remedies available at law or in equity.

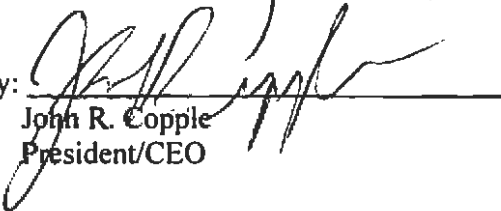
6.12 The parties acknowledge that certain equipment, products, software and technical information provided pursuant to this Agreement may be subject to United States export laws and regulations and agrees that any use or transfer of such items must be authorized by the appropriate United States government agency. The parties shall not directly or indirectly use, distribute, transfer or transmit any item and/or information (even if incorporated into other equipment, products, software or technical information) except in compliance with United States export laws and regulations.

6.13 Sanborn may propose technology enhancement of Deliverables being provided under this Agreement or any Purchase Order(s) issued hereunder whenever newer technology becomes available that may save money, improve performance, or improve adherence to specifications. All proposed upgrades must meet the following requirements: (i) all mandatory requirements of this Agreement and any Purchase Order(s) must continue to be met, (ii) the proposed upgrade or enhancement will result in at least equal operability, maintainability, reliability, and overall performance while providing some additional benefit or advantage to CLIENT, (iii) the change will be mutually negotiated between the parties, (iv) as a minimum, the following information must be submitted by Sanborn with each such proposal: (a) a description of the difference between the existing Agreement and/or Purchase Order requirement and the proposed change along with the comparative advantages and disadvantages of each, (b) suggested Agreement and/or Purchase Order requirements which should be changed if the proposed technology enhancement is adopted, (c) a complete pricing proposal that evidences the commerciality of the pricing (the price for the upgraded product/service or configuration can be no greater than the standard commercial price of the replacement product/service), (v) an evaluation of the proposed change's effect on collateral costs, costs of related items, and costs of maintenance and operation, as applicable, (vi) timing as to when the modification adopting the technology enhancement must be issued to ensure the maximum benefit to CLIENT, and (vii) identify any effect on the Agreement and/or Purchase Order completion or delivery schedule.


6.14 **Nondiscrimination.** During the performance of this Agreement, Sanborn and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Sanborn and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation CLIENT's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

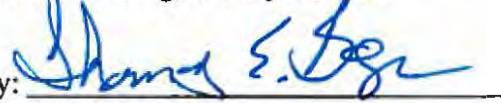
THE SANBORN MAP COMPANY, INC.

By:   
John R. Copple  
President/CEO

COUNTY OF STANISLAUS

By:   
Matt Machado, Director  
Department of Public Works  
"County"

APPROVED AS TO FORM:  
John R. Doering, County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel



## EXHIBIT A

### Services and Deliverables

#### Scope of Work for Imagery

**Area of interest: Stanislaus County**

**1533 Square miles**



**Orthoimagery Resolution:**

**6-inches**

**Horizontal Accuracy of Imagery:**

**ASPRS Class 1 at 1"=100'**

**Imagery Radiometry:**

**3-band, 8-bits per channel, RGB**

**Projection and Datum:**

**California State Plane Coordinate System,  
Zone 3, NAD83 (2011), US Survey Foot**

**Tile Size:**

**TBD**

***Aerial Data Acquisition:*** Aerial imagery will be collected with full stereoscopic coverage. Sanborn proposes to conduct the flight under optimal, leaf-off conditions in spring, 2015 when:

- There is a high sun angle – in no case less than 35° above the horizon
- The air is burdened with the minimal smoke, smog, haze, fog, dust, or other obscuring phenomena



- No material amount of snow is present on the ground without clients approval
- Rivers, lakes, and other water bodies are within their natural banks

***Airborne GPS:*** Sanborn will provide airborne GPS/Inertial Measurement Unit (AGPS/IMU) data as the primary support for image positioning and orientation, minimizing the required number of ground control points required, while still enabling the creation of orthoimagery and other mapping products that conform to the accuracy standards set for the project.

***Ground Control Survey:*** Sanborn's approach will utilize existing, available control points where possible, augmented with newly surveyed ground control points where needed (paneled or photoID), together with AGPS/IMU-controlled aerial photography to accurately control the Fully Analytical Aerial Triangulation (FAAT) solution.

***Aerial Triangulation (AT):*** Sanborn will verify and extend control by completing a least squares adjustment using the control points and photo coordinates to derive ground coordinates at individual von Gruber locations. The final adjustment will be reviewed and approved by one of Sanborn's ASPRS Certified Photogrammetrists.

***Digital Elevation Model (DEM):*** Sanborn will use an existing DEM with updates or create a new DEM from the stereo imagery as the terrain input for the orthorectification process. The DEM will be edited as needed to correctly remove sources of distortion on or near the terrain surface. Regardless of DEM processed used by Sanborn the horizontal accuracy should meet the stated standards.

***Orthoimagery Creation:*** Sanborn's orthorectification system draws upon digital elevation models (DEMs), camera information, imagery, and AT data to create orthoimagery products. Color balancing and mosaicking will be performed to ensure a final imagery database that is both radiometrically and geometrically seamless. The imagery will be partitioned as desired, and written out in compliance with the desired naming convention in .TIFF/.TIFW format (GeoTIFFs can also be supported). Tiles will match at the edges with no overlap or gap. Project wide mosaics will be delivered in .ECW format.

***Quality Assurance*** – As a company with ISO-certified quality control procedures, Sanborn will ensure that all deliverables provided to CLIENT adhere to both high aesthetic quality and spatial accuracy standards. All production phases are quality controlled and documented.

### **Project Deliverables**

All data will be delivered on USB 2.0 portable hard drives. The deliverables for the project are as follows:

- A flight map/control diagram
- Ground control report and .shp location of points
- An aerial triangulation report



- Six-inch spatial resolution 3-band, 8-bit RGB orthoimagery files in .TIFF/.TIFW format
- Project wide .ECW mosaic
- FGDC compliant metadata and other pertinent project documentation

**Schedule**

Product	Completion Date	Invoice Total
<b>2015</b>		
Survey and Imagery Acquisition Plan	March 25, 2015	\$9,088.57
Survey and Imagery Acquisition	March 30, 2015	\$27,265.72
Aerial Triangulation and Survey Report	May 20, 2015	\$18,177.14
Orthophoto Delivery	July 22, 2015	\$27,265.72
Final Acceptance	August 12, 2015	\$9,088.57
<b>2015 Sub Total</b>		<b>\$90,885.72</b>
<b>2017</b>		
Survey and Imagery Acquisition Plan	April 1, 2017	\$9,088.57
Survey and Imagery Acquisition	April 22, 2017	\$27,265.72
Aerial Triangulation and Survey Report	May 20, 2017	\$18,177.14
Orthophoto Delivery	July 22, 2017	\$27,265.72
Final Acceptance	August 12, 2017	\$9,088.57
<b>2017 Sub Total</b>		<b>\$90,885.72</b>
<b>Total</b>		<b>\$181,771.44</b>



## EXHIBIT B

### Compensation

CLIENT shall pay, and Sanborn agrees to accept as full consideration for its Services and Deliverables under Exhibit A of this Agreement, the firm-fixed price of One Hundred Eighty-one Thousand, Seven Hundred Seventy-one dollars and Forty-four cents (**\$181,771.44**).

Mobilization costs in the amount of 5% of the total price will be invoiced and paid upon each year's Survey and Imagery Acquisition Plan delivery for all expenses incurred to collect the aerial data necessary for the project. Invoices shall be submitted thereafter based upon the delivery milestones as follows:

- 15% of the total price upon completion of each year's Survey and Imagery Acquisition
- 10% of the total price upon each year's Aerial Triangulation and Survey Report delivery
- 15% of the total price upon each year's Orthophoto Delivery
- 5% of the total price upon each year's Final Acceptance

Payment terms are thirty (30) days from receipt of invoice. There shall be no retainage of any invoiced amount.

Should any of CLIENT's payments be delayed by more than thirty (30) days from their due date, Sanborn shall have the right to take any one or more of the following actions:

- Stop-work without further obligation, liability, damages or penalty until all past-due payments are received;
- Collect interest on past-due payments in accordance with applicable laws and regulations;
- File appropriate liens against Services and Deliverables for which payment has not been received;
- Terminate this Agreement and collect all payments due in accordance with section 4.1 using all methods available at law and in equity.