

# SOLANO COUNTY REGIS

## Meeting Agenda



Location: Virtual Microsoft Teams Meeting  
[Click here to join the meeting](#)

Date: March 16, 2022  
Time: 9:00am ~ 10:00am PST  
Facilitator: Danny Fortson

1. Introductions (5 mins)
2. Approval of February 16 meeting minutes and New Business (10 mins)
  - a. Open floor
3. Discussion (40 mins)
  - a. Data Improvement Project/Data Quality (attached draft to last month's minutes) – Stew/GTG (10 mins)
    - i. Dana Allcott – Parcels
    - ii. Bryce Stevenosky – Address/Streets
  - b. BCS Addresser - Stew (5 mins)
  - c. Metadata Standards – Stew (5 mins)
  - d. ReGIS Portal – Daniel (5 mins)
  - e. Aerial Imagery - Stew (5 mins)

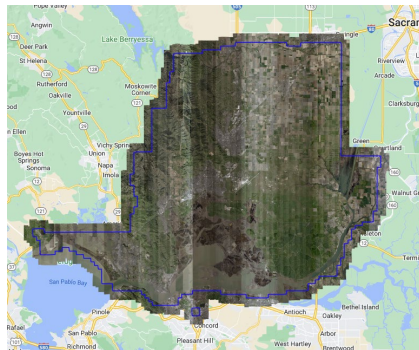


Figure 1: March 10 Flight Status

- f. GIS Software Training Workgroup – Stew (5 mins)
    - g. Executive Team – Stew, Daniel, Nellie (5 mins)
4. Action Items (5 min)
  - a.

### Primary Members:

Sandy Ayala	Benicia	Robert Guerrero	STA
Jordan Santos	Dixon	Kathrina Gregana	STA
Jasmin Acuna	Fairfield	Rowland Roberts	Suisun City
Nellie Dimalanta	FSSD	Dan Mattheis	Travis AFB
Jeffrey Lum	LAFCO	Curt Corbett	Vacaville
Robin Borre	Rio Vista	Nathan Wallace	Vallejo
Chris Lee	SCWA	Alex Lacson	Vallejo
Bao Nguyen	SID	Rosaly Zambrana	Vallejo Water Dept
Stewart Bruce	Solano County	Mariah Henderson	Vallejo Wastewater



## Solano County ReGIS Meeting

### Meeting Minutes – February 16, 2022

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Stew called to order the regular meeting at 9:03 am on February 16, 2022 via MS Teams.

#### I. Introductions

The following persons were present: Nellie Dimalanta, Stewart Bruce, Stephanie Baker, Jasmin Acuna, Bao Nguyen, Jordan Santos, Donald Hildebrandt, Jorge Giocochea, Chris Ambrose, Alex Lacson, Curt Corbett, Kathrina Gregana, Brent Rosenwald, Travis Kroger, Danny Fortson

#### II. Approval of Meeting Minutes and New Business

- A. January Meeting Minutes - No additional comments were brought up and approved by Stew.
- B. Top 10 Bike Trails for Suisun City – Nellie would like to assist with providing Suisun City data layers. Soft launch has not been announced by STA yet but will soon. Benicia provided all their Park & Recreation data to OuterSpatial. Fairfield's P&R needs more communication from SLT/STA, Jasmin and Kathrina will continue to have an open dialogue for better results.
- C. Fairfield has sent out an RFQ for the GIS Strategic Plan and is in the process of selecting candidates.
- D. CAD-GIS connection – Nellie is having an issue with connecting to GIS SDE data. Curt recommended looking into ArcGIS for AutoCAD toolbar. Newer 2022 version of AutoCAD has been released and may work better.

#### III. Discussion:

- A. Solano County website - now online and accessible. Agenda and minutes will no longer be emailed but accessed via the website.
- B. Aerial Imagery: flyover is currently going on, if interested contact Stew for tracking the flight.
- C. Data Quality/Data Architecture – document sent out to the group for review and comments, open discussion at the next meeting.
- D. Metadata Standards – no standards but would like the group to comment and/or discuss at the next meeting.
- E. Lightning Talk – looking for volunteers for March, Jasmin will have a presentation for April's ReGIS meeting.
- F. Executive team is looking for a chair... Stew nominated himself as the new chair with Daniel Machado as co-Chair, unanimous approval by the group. **Welcome to the Exec Team, Daniel!!** January 2023 is scheduled for another election.
- G. Request by the executive team for members to volunteer as a meeting facilitator. Agenda and meeting minutes will still be handled by Nellie and forwarded at least a week in advance. Danny Fortson volunteered to facilitate March meeting. **Thanks, Danny!!**

#### IV. Action Items

- A. ReGIS members – send your agency logos and URL to GIS webpages for the website. Also email Stew the recipient of the 4.6tb data from Sanborn.
- B. Nellie – reach out to Donald, Kathrina, Rowland Roberts, CC Daniel Machado about STA-SLT Trails Project and how the agency can assist.

#### V. Adjournment

Meeting was adjourned by Stew at 10:00am. Next meeting will be 9:00am March 16, 2022.

My definition is that geo-enlightenment is  
understanding the interconnectedness of things.  
Jack Dangermond

### Objective

The intent and goal of this policy is to define the process under which data quality is evaluated, measured, and reported for each GIS dataset maintained on the GIS Portal at <https://solanocountygis.com/portal>.

This policy impacts all data produced, or acquired through contracted services, by the Solano County DoIT GIS Team, those GIS datasets produced by other Solano County departments, GIS datasets shared with the county by Regional GIS Consortium partners, and all third-party GIS data sources such as private sources, non-REGIS local governments, state and/or Federal agencies.

### Controls

In addition to this overriding policy, each dataset will have an individual control document with the dataset specific data quality measures included. An appendix shall be attached to this policy detailing where these control documents are. Each GIS dataset will have metadata, enabled through the appropriate ESRI metadata in both the Portal item description as well as embedded with the actual dataset, that shall also provide a short data quality statement. The dataset control document shall record the history of any data quality improvements identified from the initial data quality review; and record when these improvements have been accomplished.

### Decision Rights

The data steward of each GIS dataset shall have the ultimate right and authority to improve the data quality of any dataset shared on the Portal. The Solano County DoIT GIS Team has the right to add a data quality statement to any dataset published on the Portal based on our internal data quality review regardless of the data steward. Any data quality issues noted on the dataset shall be shared with the data steward who shall be encouraged to correct them.

### Inputs

The Solano County DoIT GIS team, or a designated contractor, shall be required to develop the dataset control document and perform a data quality analysis with each data delivery.

### Activities

These are the specific minimum data quality areas that shall be evaluated, and part of the data quality information contained in the metadata.

#### a. Topology

All polygons and lines shall have their topology validated and a summary report provided. For polygons, the topology validation should check for overlapping features and for any gaps in the data. The validation should be done at the default ESRI spatial tolerance. Lines shall also be checked for dangling nodes as well as overlaps. Points shall be analyzed to identify any duplicate or multiple points at the same coordinate location.

b. Attributes

A listing of each attribute column heading and what that attribute column means shall be created and attached with the metadata. If aliases are used, they should be identified. If there are coded attributes, then a list of what each code means is also required. An analysis of the attributes for inconsistencies, such as an attribute that means the same thing being spelled in different ways, or individual features that do not have attributes at all shall also be identified. If external data is joined to the spatial features, then an analysis of any external attributes that do not have a correlated feature shall also be conducted.

The data quality analysis should also examine the accuracy of external attribute data sources that are joined to the spatial features.

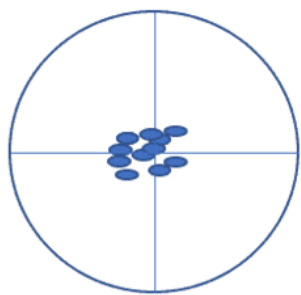
c. Precision, accuracy, and scale

Data shall be evaluated for precision and accuracy. For each dataset the scale at which the data was collected and intended for use at should be clearly identified. For example, planimetric data collected using the county high resolution aerial imagery was not collected at the same scale as US EPA hydrology data. Therefore, how each dataset aligns with the county aerial imagery shall vary.

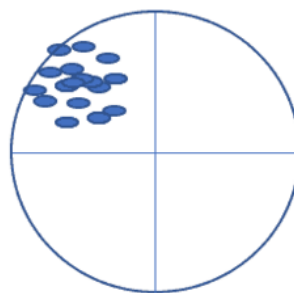
Each dataset control document shall outline in detail how to evaluate for this category.

The figure below shows how these may vary with any given dataset,

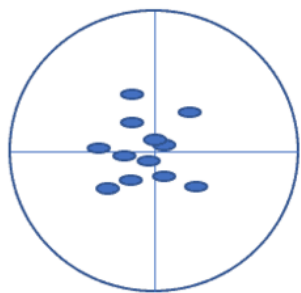
**A: precise and accurate**



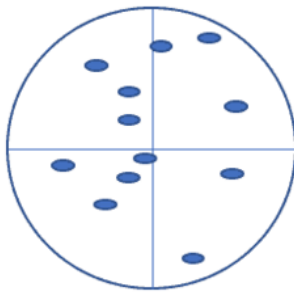
**B: precise but not accurate**



**C: Not precise but accurate**



**D: Not precise and not accurate**



d. Age of data

The collection date shall be analyzed and reported. If any dataset is more than one year old, then the dataset control document should address this age issue with plans to refresh the data.

The dataset control document shall also document the update frequency. For example, parcels are updated every month.

Performance Metrics

Performance metrics shall be clearly identified in each dataset control document along with the procedure to be used to validate and report these metrics.

RACI

	<b>Roles</b>	<b>Chief Technology Officer</b>	<b>Regional GIS Senior Manager</b>	<b>GIS Manager</b>	<b>GIS Analysts</b>	<b>Contractors</b>	<b>SC Departments</b>	<b>REGIS Partners</b>	<b>External Data Sources</b>
<b>Tasks</b>	<b>Status</b>	<b>Sponsor</b>	<b>Project Team</b>				<b>Other Resources</b>		
Approve Governance Policy		R	A	C				C, I	
Develop Governance Policy		C	A, R	R	C			C, I	
Approve Control Documents			R				I	I	
Develop Control Documents			R	A, R	R	R, C	I		
Conduct Data Quality Analysis			I	A	R				
Share Data Quality Concerns			C, I	A			I	I	I
Data Quality - Metadata			I	A	R	R			

R = Responsible, A = Accountable, C = Consulted, I = Informed

## COOPERATIVE COUNTY AGREEMENT

### TO PROVIDE FUNDING FOR COUNTYWIDE AERIAL IMAGERY SERVICES

This Agreement is made as of February 1, 2022 between the County of Solano, ("Solano"), and the Cities of Vacaville, Fairfield, Vallejo, Benicia, Dixon, Suisun City, Rio Vista, and the Fairfield-Suisun Sewer District, the Vallejo Flood and Wastewater District, Solano Irrigation District, Solano Transportation Authority, Solano County Water Agency, and the United States Air Force, collectively referred to as "Participants."

#### RECITALS

- A. Solano and Participants are interested in Countywide Aerial Imagery for the purposes of both emergency services and improved maintenance and planning of current and future public infrastructure.
- B. Solano and Participants wish to retain the services of a consultant/ vendor with expertise in aerial imagery and remote sensing technology.
- C. The firm of Sanborn has special expertise in this area.
- D. Participants have requested that Solano enter into an agreement with Sanborn on their mutual behalf, and are willing to share in associated costs, and Solano is willing to enter into an agreement with Sanborn under the terms described below.

#### AGREEMENT

Solano and Participants agree as follows:

1. RECITALS

The above recitals are true and correct.

2. COMMUNICATION/DESIGNATED REPRESENTATIVES

Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below.

Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Solano County  
Department of Information Technology  
Attn: Tim Flanagan  
675 Texas Street, Suite 3700  
Fairfield, CA 94533

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City of Vacaville  
Attn: GeorgeAnne Meggers-Smith  
650 Merchant St, Vacaville, CA 95688

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City of Fairfield  
Attn: David Gassaway  
1000 Webster St, Fairfield, CA 94533

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City of Suisun City  
Attn: Greg Folsom  
701 Civic Center Blvd  
Suisun City, CA 94585

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City of Vallejo  
Attn: Naveed Ashraf  
555 Santa Clara St, Vallejo, CA 94590

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City of Rio Vista  
Attn: Robert Hickey  
1 Main St, Rio Vista, CA 94571

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City of Benicia  
Attn: Erik Upson  
250 East L St, Benicia, CA 94510

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City of Dixon  
Attn: Deborah Barr  
600 E A St, Dixon, CA 95620

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Travis AFB  
Attn: David Lin  
690 Airmen Dr, Travis AFB, CA 94535

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Solano Irrigation District (SID)  
Attn: Cary Keaten  
810 Vaca Valley Pkwy, Vacaville, CA 95688

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Vallejo Flood & Wastewater District  
Attn: Mark Tomko  
450 Ryder St, Vallejo, CA 94590

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Fairfield-Suisun Sewer District  
Attn: Jordan Damerel  
1010 Chadbourne Rd, Fairfield, CA 94534

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Solano Transportation Authority (STA)  
Attn: Daryl Halls  
1 Harbor Center # 130  
Suisun City, CA 94585

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Solano County Water Agency  
Attn: Roland Sanford  
810 Vaca Valley Pkwy #203  
Vacaville, CA 95688

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3. **SOLANO RESPONSIBILITIES**

- A. Solano shall prepare and negotiate an agreement with Sanborn to provide aerial imagery services for Solano and Participants in an amount not to exceed ONE MILLION, FOUR HUNDRED AND FORTY-THREE THOUSAND, TWENTY-FOUR DOLLARS AND 60 CENTS (\$1,443,024.60) and in generally the form attached as ATTACHMENT A (the "Consultant Agreement").
- B. Solano shall act as liaison with Sanborn and provide any necessary project management, direction, and coordination pursuant to the Consultant Agreement. This responsibility includes coordinating necessary meetings and providing status updates and Sanborn's analysis to Participants and their Designated Representatives.
- C. With the exception of the first listed date, Solano shall invoice Participants at least fifteen (15) calendar days, but no more than forty-five (45) calendar days, in advance of each of the dates listed in the Invoice Schedule found in Exhibit B of the Consultant Agreement ("Sanborn Invoice Dates"), for each Participant's pro-rata share as described in Section 4. Failure by Solano to invoice Participant(s) within this period shall not excuse Participant(s) from making deposits as provided in Section 4, below.
- D. Solano shall provide Participants with a written accounting of all expenditures upon completion of the work identified in the Consultant Agreement. Should Sanborn complete the work for less than \$1,443,024.60, Solano shall return such remaining funds to each Participant on a proportional basis, unless otherwise directed by the Participants.
- E. Solano shall maintain complete and accurate records of all associated transactions in compliance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to each Participant upon reasonable notice for inspection and analysis during business hours.

4. **PARTICIPANT RESPONSIBILITIES**

- A. Each Participant shall deposit with Solano County its first pro-rata share of the contract costs and expenses as set forth in the table below within fourteen (14) calendar days of executing this Agreement.
- B. Each Participant shall deposit with Solano County its subsequent pro-rata shares of the contract costs and expenses as set forth in the table below within thirty (30) calendar days of receipt of an invoice from Solano, pursuant to Section 3.C above. In the event Solano invoices Participant(s) more than forty-five (45) calendar days before a Sanborn Invoice Date, Participant(s) shall not be responsible for making a deposit until the fifteenth (15<sup>th</sup>) calendar day before the Sanborn Invoice Date.

**Solano REGIS Cooperative Activity Yearly Cost  
Sharing Plan – 2022 -2027**

Jurisdiction	% of Total Project	Pro-Rata Share of each Invoice
Solano County	38.10%	\$91,623.80
City of Vallejo	11.67%	\$28,064.37
City of Fairfield	7.00%	\$16,835.26
City of Vacaville	6.53%	\$15,707.29
City of Benicia	3.73%	\$8,973.19
City of Suisun City	0.93%	\$2,239.09
City of Dixon	1.63%	\$3,922.61
City of Rio Vista	1.63%	\$3,922.61
Solano Transportation Agency	2.08%	\$5,000.00
Travis AFB	2.70%	\$6,495.00
Vallejo Flood & Wastewater District	6.00%	\$14,430.22
Fairfield Suisun Sewer District	6.00%	\$14,430.22
Solano Irrigation District	6.00%	\$14,430.22
Solano County Water Agency	6.00%	\$14,430.22
	<b>Grand Total</b>	<b>\$240,504.10</b>

**5. ADDITIONAL REQUIREMENTS**

- A. Authority to Amend Agreement: Changes to this Agreement may only be made by written amendment, signed by all Participants. The Designated Representatives identified above are authorized to execute amendments to the Agreement provided that the amendments do not substantially change the scope of this Agreement or increase the cost to any Participant by more than ten (10) percent.
- B. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- C. Making of Agreement: Participants and Solano acknowledge that each has contributed to the drafting of this Agreement and that, in the event of a dispute over the Agreement's interpretation; the language of the Agreement will not be construed against one party in favor of another. Participants and Solano acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- D. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

- E. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of the State of California. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Solano, or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.
- F. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- G. Merger: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- H. Time of Essence: Time is and shall be of the essence of this Agreement and every provision.
- I. Entire Agreement: This Agreement is the entire Agreement between the parties.
- J. Copyright: The services provided by Sanborn under the Consultant Agreement may be subject to copyright laws. Each party shall take such steps as may be appropriate to maintain the applicable copyrights of Sanborn's work.
- K. Effective Date: This Agreement shall become effective upon execution by Solano and all Participants ("Effective Date").

6. TERM: TERMINATION

- A. Except as provided in Paragraph 6.B below, this Agreement shall remain in effect from the Effective Date contained herein until the Consultant Agreement expires or terminates.
- B. Any Participant may terminate its participation in this Agreement by giving sixty (60) days advance written notice to all other parties of its intent to terminate its participation in this Agreement. Termination shall not relieve the Participant of its obligation to pay costs and expenses related to the Consultant Agreement or otherwise allocated prior to the effective date of the termination.

7. INDEMNIFICATION

- A. Except as provided in Paragraph 7.B. below, each party shall indemnify, defend, protect, hold harmless, and release the other parties to this Agreement, their officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of that indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. If two or more parties to this Agreement are jointly responsible for any resulting harm to any other party to this Agreement, each responsible party shall be responsible for its own




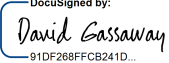

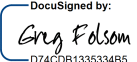


portion of defense and/or liability without any contribution by the other responsible party(ies).

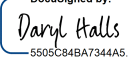
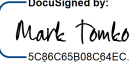
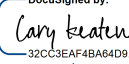
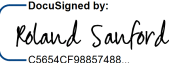
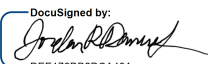
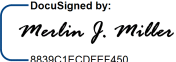
- B. In addition, the parties acknowledge that pursuant to this Agreement, Solano will enter and administer the Consultant Agreement with Sanborn on behalf of the parties to this Agreement. The parties agree to provide a common defense to any claims against Solano which arise out of its performance under said paragraph 3, excepting claims arising out of Solano's sole negligence or in defense of actions arising out of the California Public Records Act. If a claim is made against Solano relating to the performance under the Consultant Agreement, the parties shall meet and agree on the manner of providing that defense and on the equal sharing of the costs thereof and of any settlement or judgment.
- C. This section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Representatives/Titles

Date

COUNTY OF SOLANO  By  3312CCC0296A40F... Tim Flanagan/Chief Information Officer	Date: 2/28/2022
CITY OF BENICIA  By  0BE9E27635F54BF... Erik Upson/City Manager	Date: 1/24/2022
CITY OF DIXON  By  28BA2207759946D... Deborah Barr/ City Engineer/Director of Utilities	Date: 1/27/2022
CITY OF FAIRFIELD  By  91DF268FFCB241D... David Gassaway/Acting City Manager	Date: 2/24/2022
CITY OF RIO VISTA  By  831377D689114CA... Robert Hickey/City Manager	Date: 1/20/2022
CITY OF SUISUN CITY  By  D74CDB1335334B5... Greg Folsom/City Manager	Date: 1/20/2022
CITY OF VACAVILLE  By  5E9562C41349402... GeorgeAnne Meggers-Smith/Deputy City Manager	Date: 1/21/2022
CITY OF VALLEJO  By  FCE7C940B4D0454... Naveed Ashraf/IT Director/Chief Innovation Officer	Date: 1/20/2022

<p>SOLANO TRANSPORTATION AUTHORITY</p> <p>By  <small>DocuSigned by: Daryl Halls 5505C84BA7344A5...</small></p> <p>Daryl Halls/Executive Director</p>	<p>Date: 1/21/2022</p>
<p>VALLEJO FLOOD &amp; WASTEWATER DISTRICT</p> <p>By  <small>DocuSigned by: Mark Tomko 5C96C65B08C84EC...</small></p> <p>Mark Tomko/Director of Engineering</p>	<p>Date: 1/26/2022</p>
<p>SOLANO IRRIGATION DISTRICT</p> <p>By  <small>DocuSigned by: Cary Keaten 32CC3EAF4BA64D9...</small></p> <p>Cary Keaten/General Manager</p>	<p>Date: 1/24/2022</p>
<p>SOLANO COUNTY WATER AGENCY</p> <p>By  <small>DocuSigned by: Roland Sanford C5654CF98857488...</small></p> <p>Roland Sanford/General Manager</p>	<p>Date: 1/20/2022</p>
<p>FAIRFIELD-SUISUN SEWER DISTRICT</p> <p>By  <small>DocuSigned by: Jordan Damerel DEE176DB2DC4AA5...</small></p> <p>Jordan Damerel/District Engineer</p>	<p>Date: 1/24/2022</p>
<p>TRAVIS AIR FORCE BASE</p> <p>By  <small>DocuSigned by: Merlin J. Miller 8839C1ECDFF450...</small></p> <p>David Lin/Chief, Engineering Flight</p>	<p>Date: 1/21/2022</p>



## SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is entered into as of the 1<sup>st</sup> day of **February, 2022** (“Effective Date”) by and between The Sanborn Map Company, Inc., a Delaware corporation (“Sanborn”), and the **County of Solano**, a political subdivision of the state of California (the “CLIENT” or “County”). There are no third parties to this Agreement nor any third party rights or benefits either expressed or implied except that local Participants (the Cities of Vallejo, Fairfield, Vacaville, Benicia, Suisun, Dixon, Rio Vista; the Solano Transportation Agency; Travis Air Force Base; Vallejo Flood & Wastewater District; Fairfield Suisun Sewer District; Solano Irrigation District; and Solano County Water Agency) and their authorized users shall have the right to access the Services and Deliverables defined in this Agreement.

## 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
3. Exhibit C End User License Agreements (EULAs)

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 onshore or offshore acquisition and production subcontractors) as Sanborn, in its sole discretion determines are necessary to meet its obligations under this Agreement or any Purchase Order issued hereunder, including: Shandong Eastdawn Corporation and/or Weaverbird Engineering & Technology Pvt. Ltd. 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 shall not be unreasonably withheld.

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 payment obligations) 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 each year's 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 Orthoimagery, Planimetric, and Lidar products (collectively, the "non-licensed Products") work materials and Deliverables, excluding any software. At such time as payment in full has been rendered to



Sanborn, Sanborn shall retain sole and exclusive ownership of all right, title and interest in and to the Oblique Imagery work materials and Deliverables and all software Deliverables (Sanborn Oblique Imagery and Sanborn Oblique Analyst® Software; collectively, the “licensed Products”); and, CLIENT shall be granted rights, title, and interest in and to the licensed Products Deliverables as expressly set forth in Sanborn’s standard End User License Agreements (EULAs) specified as Exhibit C. Notwithstanding any other provision of this Agreement, the licensed Products are expressly subject to the terms and conditions contained in the EULAs governing their use.

1.5 To the extent that the non-licensed Products work materials and Deliverables are considered public domain information, Sanborn shall enjoy all rights to utilize the non-licensed Products work materials and/or Deliverables in its business practices, without restriction. To the extent that the non-licensed Products 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 section 1.5 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 / terms of service.

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 specifications 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:

Stewart Bruce  
Regional GIS Senior Manager  
Solano County DoIT  
675 Texas Street, Suite 6500  
Fairfield, CA 94533  
(253) 508-9672  
[sbruce@SolanoCounty.com](mailto:sbruce@SolanoCounty.com)

Sanborn’s point of contact for CLIENT shall be:

Bridget Marcotte, PMP

Project Manager  
Sanborn  
1935 Jamboree Drive, Suite 100  
Colorado Springs, CO 80920-5358  
(719) 244-2311  
[bmarcotte@sanborn.com](mailto:bmarcotte@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. If CLIENT is tax exempt, it 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. If terminating for any reason other than convenience or delay or default in payment obligations, the terminating party shall provide the other party at least thirty (30) days to cure, or to submit an acceptable plan to cure, prior to the effective date of such termination. 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 1-7 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 ten (10) 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.

## **Article 6 Insurance.**

6.1 Without limiting Sanborn's obligation to indemnify CLIENT, Sanborn must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Sanborn, Sanborn's agents, representatives, employees or subcontractors.

6.2 Minimum Scope of Insurance  
Coverage must be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(b) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

6.3 Minimum Limits of Insurance  
Sanborn must maintain limits no less than:

(a) General Liability: (Including operations, products and completed operations.) **\$2,000,000** per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

(c) Workers' Compensation: As required by the State of California

(d) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

#### 6.4 Additional Insurance Coverage

To the extent coverage is applicable to Sanborn's services under this Agreement, Sanborn must maintain the following insurance coverage:

(a) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the CLIENT that will be in the care, custody or control of Sanborn under this Agreement

(b) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Agreement.

6.5 If Sanborn maintains higher limits than the minimums shown above, CLIENT is entitled to coverage for the higher limits maintained by Sanborn. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the CLIENT. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of Sanborn under this Agreement.

#### 6.6 Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by CLIENT. At the option of CLIENT, either:

(a) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to CLIENT, its officers, officials, agents, employees and volunteers; or

(b) Sanborn must provide a financial guarantee satisfactory to CLIENT guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### 6.7 Other Insurance Provisions

(a) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(i) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Sanborn; and with

respect to liability arising out of work or operations performed by or on behalf of Sanborn including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Sanborn's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(ii) For any claims related to work performed under this Agreement, Sanborn's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Sanborn's insurance and shall not contribute to it.

(b) If Sanborn's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of Sanborn. If not covered under Sanborn's Professional Liability policy, such "property" coverage of the County may be endorsed onto Sanborn's Cyber Liability Policy.

(c) Should any of the above described policies be cancelled prior to the policies' expiration date, Sanborn agrees that notice of cancellation will be delivered in accordance with the policy provisions.

#### 6.8 Waiver of Subrogation

(a) Sanborn agrees to waive subrogation which any insurer of Sanborn may acquire from Sanborn by virtue of the payment of any loss. Sanborn agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(b) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Sanborn, its employees, agents and subcontractors.

#### 6.9 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to CLIENT

#### 6.10 Verification of Coverage

(a) Sanborn must furnish CLIENT with original certificates and endorsements effecting coverage required by this Agreement.

(b) The endorsements should be on forms provided by CLIENT or, if on other than CLIENT's forms, must conform to CLIENT's requirements and be acceptable to CLIENT.

(c) CLIENT must receive and approve all certificates and endorsements before work commences.

(d) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(e) CLIENT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## **Article 7     Miscellaneous.**

7.1 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.

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

7.3 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 7.9 and 7.10.

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

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

7.6 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.

7.7 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.

7.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors. Neither party may assign this Agreement to a successor without the prior written approval of the other party; such approval which shall not be unreasonably withheld.

7.9 This Agreement may only be modified through written amendment or Change Request Form as described in section 7.10, and signed by authorized representatives of the parties. CLIENT understands and agrees that Sanborn's sales personnel are not and shall not be considered as authorized representatives for the purpose of amending or modifying this Agreement as described in this section 7.9 or section 7.10 during its performance.

7.10 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.

7.11 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.

7.12 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.

7.13 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.



#### 7.14 Compliance with Law

(a) Sanborn shall comply with all federal, state and local laws and regulations applicable to Sanborn's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

(b) To the extent federal funds are used in whole or in part to fund this Agreement, Sanborn specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act ( 33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

(c) Sanborn represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by CLIENT as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Agreement.

#### 7.15 Nondiscrimination

(a) In rendering services under this Agreement, Sanborn shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

(b) Further, Sanborn shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

*[the remainder of this page left blank intentionally]*

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

THE SANBORN MAP COMPANY, INC.

By: \_\_\_\_\_

Name: John Copple

Title: Chief Executive Officer

COUNTY OF SOLANO

By: \_\_\_\_\_

Name: Tim Flanagan

Title: Chief Information Officer

Approved as to Form:

\_\_\_\_\_  
COUNTY COUNSEL - Ryan FitzGerald



## EXHIBIT A

Services and Deliverables**Technical Specifications and Statement of Work**

CLIENT is contracting with Sanborn for six (6) years to acquire the following products per the schedule below:

Services	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027
<b>Inclusive Product Suite</b>	X	X	X	X	X	X
<b>Lidar</b>		X	X		X	X

The Inclusive Product Suite contains the following products:

<b>Inclusive Product Suite Contains the Following Products and Deliverables</b>	
<b>Deliverable</b>	<b>Description</b>
Premium Ortho Imagery	<ul style="list-style-type: none"> <li>3-inch resolution Orthogonal Imagery 4-band (RGB natural color + NIR) AOI as specified per year as shown in Flight schedule below and meet the requirements as stated in Sanborn's proposal and Appendix A of the RFP. Imagery will meet or exceed 2-pixel RMSE. The Ortho imagery tiles will be delivered in GeoTIFF and ECW format tiles</li> </ul>
Oblique Imagery	<ul style="list-style-type: none"> <li>3-inch resolution licensed Oblique Imagery (from four cardinal directions) 3-band (RGB) over the same Area of Interest (AOI) as the Ortho Imagery collection, as specified per year as shown in Flight schedule below and meet the requirements as stated in Sanborn's proposal and Appendix A of the RFP. The Oblique imagery will be delivered in GeoTIFF format</li> <li>End User License Agreements (EULA) included</li> </ul>
Imagery Hosting	<ul style="list-style-type: none"> <li>Sanborn collected orthoimagery and Sanborn Oblique Analyst® Imagery Hosting for each year of the six-year contract</li> </ul>
DEM	<ul style="list-style-type: none"> <li>Digital Elevation Model (DEM) in GeoTIFF format</li> </ul>
Data Projection	<ul style="list-style-type: none"> <li>All data will be supplied in Projection - CA State Plane, as specified by CLIENT</li> <li>All data will also be supplied in Projection – Web Mercator for web mapping purposes, as specified by CLIENT</li> </ul>
Sanborn Oblique Analyst® (SaaS Solution)	<ul style="list-style-type: none"> <li>Includes 3 instances of Sanborn Oblique Analyst total. Browser-based viewing, measuring, and analytical software (SaaS Solution) for viewing obliques over the web – (Sanborn provides an unlimited number of users allowed)</li> <li>End User License Agreements (EULA) included</li> </ul>
30 Hours Technical Support (Remote)	<ul style="list-style-type: none"> <li>Support the integration of oblique imagery into various ESRI web applications through use of widgets</li> </ul>
50 User Defined Additional Tiles	<ul style="list-style-type: none"> <li>50 User Defined Additional Tiles (12.5 square miles) that will be negotiated with Sanborn each year. These tiles would be adjacent to tiles already being flown</li> </ul>

Inclusive Product Suite Contains the Following Products and Deliverables	
Deliverable	Description
Planimetrics	<p>CLIENT will provide Sanborn with existing building outlines, edge of pavement, parking lots, taxiways, and airport runways. Vendor will update CLIENT's existing planimetric datasets within the yearly project AOI using the 3-inch pixel resolution orthoimagery collected for that year. Within the extent of the AOI, the existing planimetrics database will be updated in 2D to depict actual change that has occurred on the ground. If planimetrics do not exist in the AOI but within the County boundary for that year, then Sanborn will create them from scratch. If outside the County boundary, but in the AOI, Sanborn will update the data given but will only be responsible if CLIENT supplies existing data from a neighboring County. These updates will include the following:</p> <ul style="list-style-type: none"> <li>▪ Extraction of planimetrics where actual change on the ground has occurred;</li> <li>▪ Removal of planimetrics not present in the current year orthoimagery;</li> <li>▪ Updates to the existing data where actual change on the ground has occurred;</li> <li>▪ Edge of pavement does not include private driveways;</li> <li>▪ Updated buildings outlines shall be mapped for all structures equal to or larger than 150 square feet;</li> <li>▪ All buildings, existing and new, will be coded as residential, commercial, or government;</li> <li>▪ All buildings, existing and new, will be attributed with building heights derived from the existing County provided lidar dataset or applicable resource. Where CLIENT provided lidar height data is missing, the height attribute information will not be added;</li> <li>▪ All buildings, existing and new, will be linked to CLIENT provided parcel APN. Where CLIENT provided parcel APN data is missing, the APN attribute information will not be added.</li> <li>▪ Updates to the planimetrics does not include corrections to legacy feature geometry.</li> <li>▪ Accuracy of planimetrics will match the accuracy of the orthoimagery.</li> </ul>
Metadata, Reports and Documentation	<ul style="list-style-type: none"> <li>▪ Aerial Triangulation (AT) report in PDF format</li> <li>▪ Project- level metadata in XML format</li> <li>▪ Sensor calibration report</li> <li>▪ FGDC compliant product-level metadata in XML format</li> <li>▪ Project report covering data acquisition, land surveying, AGPS/IMU processing, aerotriangulation, production process, quality control and accuracy assessment.</li> </ul>
Training and Support	<ul style="list-style-type: none"> <li>▪ Remote training session</li> <li>▪ Email and telephone support</li> </ul>
Deliverable Media	<ul style="list-style-type: none"> <li>▪ Delivered on External Hard Drives, FTP downloads can be made available for interim Deliverables, such as pilot data sets</li> </ul>
ECW Mosaic	<ul style="list-style-type: none"> <li>▪ Single project-wide 3-inch resolution Ortho Mosaic in ECW format for each year. The mosaic will include the most recent prior year imagery collections as needed to allow for a full countywide mosaic to be delivered each year</li> </ul>

The Lidar product contains the following:

Lidar Products	
Lidar	<p>QL-1 collected and processed to the specifications of the USGS specification; 2021 rev.A. CLIENT reserves the right to have USGS participate in the quality review of the Sanborn Deliverables. Should the Deliverable fail USGS review, Sanborn assumes all liability and must deliver a product that passes USGS review.</p>

Deliverables shall include and be compliant with USGS Spec. 2021 Rev. Deliverable requirements are as follows;

- Metadata
- Classified point data

Code	Description	Definition
<b>1</b>	Unclassified	Processed, but unclassified
<b>2</b>	Ground	Bare-earth surface
<b>7</b>	Low Noise	Erroneous returns below bare-earth surface
<b>9</b>	Water	Hydrologically identified water surface points
<b>17</b>	Bridge Decks	Structure carrying a means of transit of higher elevation
<b>18</b>	High Noise	Erroneous atmospheric returns above bare-earth surface
<b>20</b>	Ignored Ground	Bare-earth points near breaklines
<b>21</b>	Snow	Unavoidable snow or snow pack
<b>22</b>	Temporal Exclusion	Nonfavored data in intertidal zones
<b>Flag</b>	Overlap	Overage points lying within overlapping areas of two or more swaths
<b>Flag</b>	Withheld	Outliers, blunders, noise points, geometrically unreliable points near the extreme edge of the swath

- Bare-Earth Surface Model
- Breaklines
- Digital Surface Model with hydro flattening

### **Complimentary, Post-Disaster Imagery Collection**

Sanborn will capture and deliver georeferenced nadir imagery to CLIENT for up to 200 sq. miles of affected areas as determined by Sanborn for a qualifying natural disaster event as described below:

- Tornado: Affected Areas of the County impacted by Tornadoes with Enhanced Fujita (EF) Rating of Four (4) and above.
- Earthquake: Affected Areas of the County impacted by an Earthquake of 7.0 or greater, according to the Richter Magnitude Scale (ML).
- Terrorist/Man-Made: Affected Areas of the County damaging over 200 sq. miles of area resulting from a terrorist attack or other man-made disaster.
- Hurricane: Affected Areas of the County impacted by Saffir-Simpson Scale Rating of Category Three (3) or higher

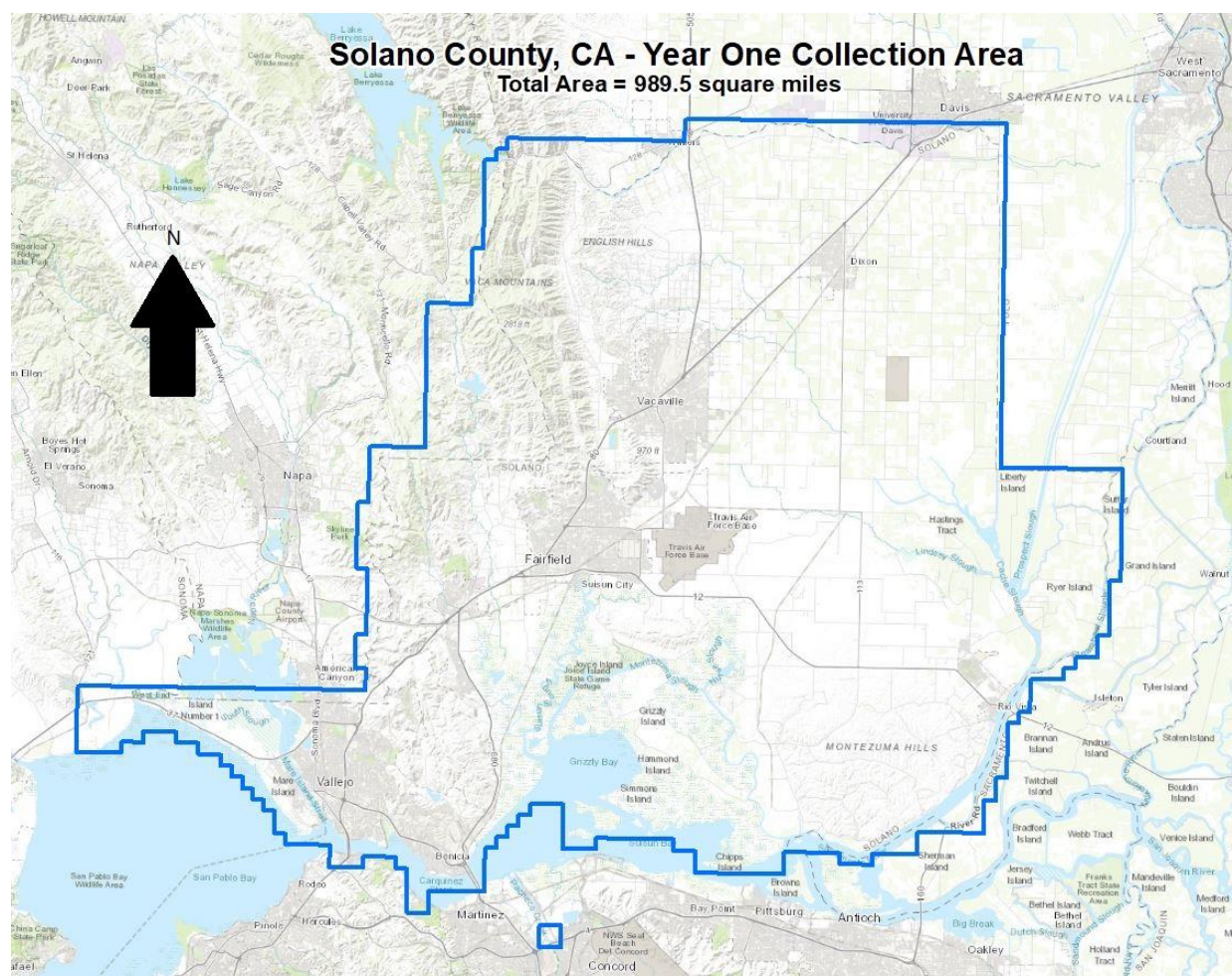
Use of Sanborn's Online Change Detection Viewer, which allows for optimal side-by-side comparison of Pre- and Post-Disaster Imagery, is included in the delivery of Sanborn's Post-Disaster Imagery Services for a period of one hundred (100) days from the date of delivery of any post-disaster imagery to CLIENT.

## Flight Schedule

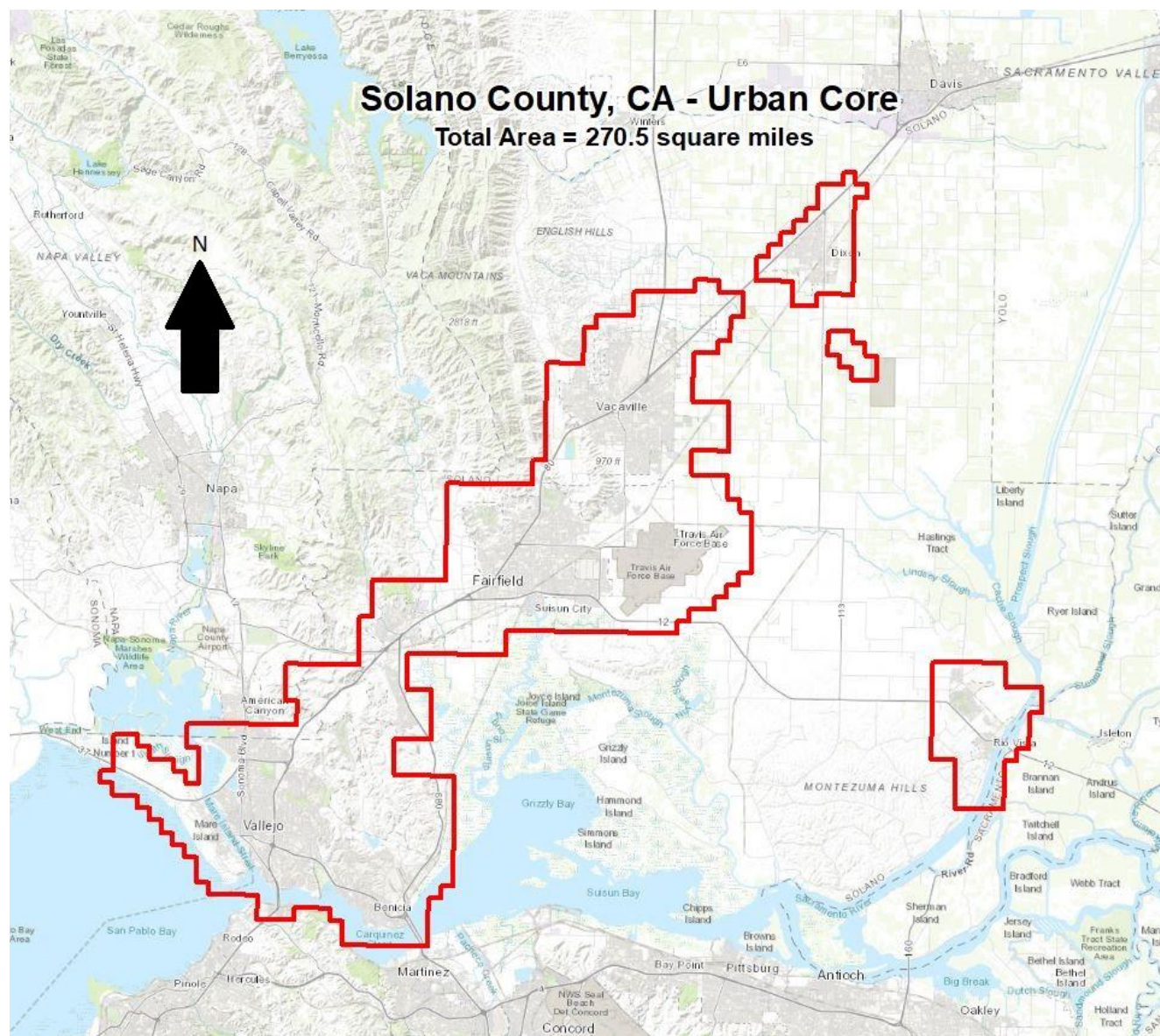
Please find the Inclusive Product Suite and Lidar square mile totals in the chart below:

Flight Schedule			
Flight Year	Inclusive Product Suite Square Miles*	AOI	Additional Scope
Y1 - 2022	977*	Entire Project Area	-
Y2 - 2023	258*	Urban Core	200 Sq. Mi. of Lidar
Y3 - 2024	258*	Urban Core	201 Sq. Mi. of Lidar
Y4 - 2025	1041*	Entire Project Area	-
Y5 - 2026	283*	Urban Core	201 Sq. Mi. of Lidar
Y6 - 2027	297*	Urban Core	202 Sq. Mi. of Lidar

\*Note: The user defined 50 tiles (12.5 sq. miles) are not reflected in this table.







### Quality Assurance

As a company with ISO 9001:2015 certified quality control procedures, Sanborn will ensure that all Deliverables provided to CLIENT adhere to both high aesthetic quality and spatial accuracy standards.

Data consistency and quality is of critical concern for every project. All Sanborn offices are ISO 9001:2015-certified and adhere to a strict Quality Management System, ensuring a production workflow that produces exceptional quality. This is accomplished through rigorous quality testing of the interim dataset at all phases of the production process, and closed loop feedback communications with production staff to ensure our staff meet customer expectations and understand CLIENT's specifications. Sanborn places an emphasis on problem prevention rather than dependence on detection after occurrence. Sanborn management will exercise tight control over the project, and coordinate our efforts with those of CLIENT's management, partners, and staff to ensure that this project is completed on time, to specification, and within budget.

All data is reviewed as part of our well-established Quality Management System.

**Estimated Delivery Schedule**

The imagery project delivery schedule is to be negotiated for each flight year for both the Orthogonal Imagery and Oblique Imagery. Please note: this schedule is dependent on execution of this Agreement, the final Statement of Work (SOW), and weather and ground conditions appropriate for imagery acquisitions. The quick view of the georeferenced unprocessed vertical imagery will be available within fourteen (14) days of the imagery being collected.



**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 Million, Four Hundred Forty-three Thousand, Twenty Four dollars and Sixty cents **(\$1,443,024.60)**.

Invoices shall be submitted as follows:

Invoice Schedule	
Invoice Date	Invoice Amount
<b>March 1st, 2022</b>	\$240,504.10
<b>August 1st, 2022</b>	\$240,504.10
<b>August 1st, 2023</b>	\$240,504.10
<b>August 1st, 2024</b>	\$240,504.10
<b>August 1st, 2025</b>	\$240,504.10
<b>August 1st, 2026</b>	\$240,504.10
<b>Total</b>	<b>\$1,443,024.60</b>

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

Remit Payments to:

By Check:

The Sanborn Map Company, Inc.  
1935 Jamboree Drive, Suite 100  
Colorado Springs, CO 80920-5358

(or) By Wire:

J.P. Morgan Chase & Co.  
ABA Routing Number: 102001017  
Account Number: 337889916

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.

CLIENT shall pay, and Sanborn agrees to accept as full consideration for any *additional* Services and Deliverables under this Agreement, invoices for work performed at CLIENT's request through mutually negotiated Purchase Orders.



## EXHIBIT C

### End User License Agreements (EULAs)

#### **Sanborn Oblique Imagery End-User License Agreement**

**BEFORE DOWNLOADING, INSTALLING OR USING THE SANBORN OBLIQUE IMAGERY, PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.**

DOWNLOAD, INSTALLATION OR USE OF SANBORN DATA INDICATES THAT YOU HAVE READ THIS AGREEMENT AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT, DO NOT PROCEED WITH DOWNLOAD OR INSTALLATION OF THE SANBORN DATA.

**UNLICENSED USE OF THE SANBORN DATA IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND INTERNATIONAL COPYRIGHT LAWS.**

IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DOWNLOAD AND INSTALL THE SANBORN DATA AND YOU WILL BE GRANTED A LICENSE TO USE THE SANBORN DATA AS SET FORTH BELOW.

The Sanborn Map Company, Inc. ("Sanborn") grants a non-exclusive, non-transferable, royalty-free, perpetual license (the "License") to you to install, download, use, copy, transmit, share, distribute and post via the world wide web Sanborn Oblique Imagery, including any services, documentation, data and information you receive in connection therewith (the "Data") on the express condition that you agree to the terms and conditions of the license as set forth herein (the "Agreement"):

#### **1. License Granted**

(a) The License granted by this Agreement provides for the following use: Permits access to, or delivery or transmission of the Data to or from your computer system to install, download, use, copy, transmit, share, or distribute the Data and post the Data via the world wide web on a per user license arrangement for individual users, and/or permits access to, or delivery or transmission of the Data to or from your local area network to install, download, use, copy, transmit, share, or distribute the Data and post the Data via the world wide web for an unlimited number of users for agency/organization users, at and/or from the address set forth on your order form.

(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data.

## **2. No Warranties**

DISCLAIMER. SANBORN OFFERS A LIMITED, 90 DAY WARRANTY THAT ALL DATA PURCHASED IS COMPLETE AS PER YOUR ONLINE ORDER FULFILLMENT CONFIRMATION AND SUBSTANTIALLY CONFORMS TO THE PUBLISHED DATA SPECIFICATIONS. SANBORN MAKES NO WARRANTIES AS TO THE DATA, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE DATA WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

## **3. Limitation on Liability**

(a) The Data provided hereunder is obtained or derived by Sanborn from sources, in a manner that Sanborn, using commercially reasonable resources, has reason to believe are reliable. Sanborn and its suppliers shall have no liability to you, or a third party, for errors, omissions or malfunctions in the Data, other than the obligation of Sanborn to use commercially reasonable efforts, upon receipt of notice from you, to correct a malfunction, error, or omission in any Data. Sanborn, at its option and expense, may either (a) replace the Data, or (b) refund the purchase price you paid upon receipt of the Data.

(b) You agree to indemnify Sanborn and its suppliers against, and hold Sanborn harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Sanborn by a third party arising out of or related to the accuracy or completeness of any Data received by you, or any data, information, service, report, analysis or publication derived therefrom. Sanborn shall not be liable for any claim or demand against you by a third party.

(c) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

## **4. Proprietary Information**

You acknowledge that the data and information contained in the Data constitute copyrighted, trade secret or proprietary information of substantial value to Sanborn or its suppliers (collectively

“Proprietary Information”). You shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

## 5. Copyright

(a) You understand and acknowledge that the Data are a copyright of Sanborn and you agree that you will insure that all copies of the Data, as well as any derivative works, will contain appropriate copyright notices and that all notices, reproductions or advertisements of any kind will also credit Sanborn as the source of the data.

(b) All Data and advertising must, minimally, be accompanied by the following copyright and credit statements: © The Sanborn Map Company, Inc. (insert year). All Rights Reserved.

## 6. Limitations on Use of Data

(a) You agree to obtain access to or receive deliveries of the Data solely from Sanborn and/or its authorized distributors or resellers.

(b) You agree to use the Data, the information and data contained in the Data, or any portion thereof (also, the “Data”) solely for: either your internal use and benefit, or your transfer or disposition to, for internal use by or for the benefit of, any other person or entity as expressly permitted under this Agreement; and, not for any resale or commercial use by you or any other person or entity.

(c) You shall not use the Data for any unlawful purpose.

(d) You are specifically prohibited from charging, or requesting donations, for any copies of or derivative works of the Data, however made, and from charging, or requesting donations, for any copies of or derivative works of the Data, however made, which are incorporated into and/or combined or bundled with other data or products of any kind, commercial or otherwise.

(e) You may disseminate reports and analyses that contain “insubstantial” portions of the Data by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form (“Hard Copy Redistribution”). “Insubstantial” means those portions of Data which in the aggregate do not form a significant part of the Data from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Data for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Data; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Data on the Internet in JPEG format that is non-geo-referenced and degraded from its original form.

(f) You may post the Data or derivative works at full resolution on the world wide web under the following conditions: The Data and derivative works may be posted at full resolution for non-commercial

purpose in a nondownloadable, non-distributable fashion and in a manner that does not allow a third party to extract or access the Data as a standalone file.

(g) If you transmit, share, or distribute the Data or post the Data via the world wide web to any person or entity as expressly permitted under this Agreement; you shall ensure that such persons or entities receive and/or have access to such Data expressly pursuant and subject to all terms, conditions, and limitations contained in, and terms, conditions and limitations no less restrictive than those contained in, this Agreement.

## **7. Intellectual Property**

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Data including without limitation all trademarks, trade names, copyrights, service marks, source code, object code, documentation or data contained in the Data, the Data itself or any derivative works or modifications of any kind thereto. Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Data.

## **8. Termination**

Upon failure of a party to comply with any material provision of this Agreement, the other party may terminate this Agreement on thirty (30) days written notice thereof if such material breach is not cured within such thirty day period. Sanborn may terminate this Agreement for any reason upon thirty (30) days written notice to you. Upon the termination or expiration of this Agreement, you will immediately return or destroy all the Data.

## **9. Taxes & Other Charges**

You shall be responsible for paying any applicable (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the license granted hereunder, (ii) freight, insurance, and installation charges, and (iii) import/export duties or like charges that are not the responsibility of Sanborn.

## **10. General**

(a) You acknowledge that the download and/or installation of the Data on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Data and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Colorado. Each of the parties

agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the state or federal courts located in Denver, Colorado and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state and federal courts in Denver, Colorado and appellate courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.

(d) You may not assign this Agreement by operation of law, novation or change of ownership without Sanborn's expressed written consent. Sanborn may assign this Agreement by operation of law, novation or change of ownership without restriction or limitation.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: President.

(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

## **Sanborn Oblique Analyst® Software End-User License Agreement**

**BEFORE DOWNLOADING, INSTALLING OR USING THE SANBORN OBLIQUE ANALYST® SOFTWARE,  
PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.**

DOWNLOAD, INSTALLATION OR USE OF THE SANBORN PRODUCTS INDICATES THAT YOU HAVE READ  
THIS AGREEMENT AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT,  
DO NOT PROCEED WITH DOWNLOAD OR INSTALLATION OF THE PRODUCTS.

**THIS IS NOT FREE DATA, FREE PRODUCT OR FREE WARE. UNLICENSED USE OF THE SANBORN  
PRODUCTS IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND  
INTERNATIONAL COPYRIGHT LAWS.**

IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DOWNLOAD AND INSTALL THE SANBORN  
PRODUCTS, AND YOU WILL BE GRANTED A LICENSE TO USE THE SANBORN PRODUCTS AS SET FORTH  
BELOW.

The Sanborn Map Company, Inc. ("Sanborn") grants a non-exclusive, non-transferable, perpetual license (the "License") to you to install, download, use, copy or transmit the Sanborn Oblique Analyst® Software including Browser-Based Oblique Image Viewer and ArcGIS Oblique Extension, and any services, documentation, data and information you receive in connection therewith (the "Products"), on the express condition that you agree to the terms and conditions of the license as set forth herein (the "Agreement"):

### **1. License Granted**

(a) The License granted by this Agreement provides for the following use: Permits access to, or delivery or transmission of the Products to or from your computer system to install, download, use, or copy the Products on a per user license arrangement for individual users, and/or permits access to, or delivery or transmission of the Products to or from your local area network to install, download, use, or copy the Products for an unlimited number of users for agency/organization users, at the address set forth on your order form.

(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data.

### **2. No Warranties**



DISCLAIMER. SANBORN MAKES NO WARRANTIES AS TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

### **3. Limitation on Liability**

(a) The Products provided hereunder are obtained or derived by Sanborn from sources, in a manner that Sanborn, using commercially reasonable resources, has reason to believe are reliable. Sanborn and its suppliers shall have no liability to you, or a third party, for errors, omissions or malfunctions in the Products, other than the obligation of Sanborn to use commercially reasonable efforts, upon receipt of notice from you, to correct a malfunction, error, or omission in any Products. Sanborn, at its option and expense, may either (a) replace the Products, or (b) refund the purchase price you paid upon receipt of the Products.

(b) You agree to indemnify Sanborn and its suppliers against, and hold Sanborn harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Sanborn by a third party arising out of or related to the accuracy or completeness of any Products received by you, or any data, information, service, report, analysis or publication derived therefrom. Sanborn shall not be liable for any claim or demand against you by a third party.

(c) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

### **4. Proprietary Information**

You acknowledge that the data and information contained in the Products constitute copyrighted, trade secret or proprietary information of substantial value to Sanborn or its suppliers (collectively "Proprietary Information"). You shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

### **5. Copyright**

(a) You understand and acknowledge that the Products are a copyright of Sanborn and you agree that you will insure that all copies of the Products will contain appropriate copyright notices and that all notices, reproductions or advertisements of any kind will also credit Sanborn as the source of the data.

(b) All Products and advertising must, minimally, be accompanied by the following copyright and credit statements: © *The Sanborn Map Company, Inc. (insert year). All Rights Reserved.*

## **6. Limitations on Use of Products**

(a) You agree to obtain access to or receive deliveries of the Products solely from Sanborn and/or its authorized distributors or resellers.

(b) You agree to use the Products solely for your internal use and benefit as expressly described in Section 1(a) above, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity, except as follows: Use of the Products is limited to use by you, temporarily on another computer system while your computer is inoperative, or on a replacement computer system upon advance written consent by Sanborn. The information and data contained in the Products, or any portion thereof (also, the "Products"), may not be transferred to or used on any other computer system except for as provided above.

(c) You may disseminate reports and analyses that contain "insubstantial" portions of the Products by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form ("Hard Copy Redistribution"). "Insubstantial" means those portions of Products which in the aggregate do not form a significant part of the Products from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Products for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Products; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Products on the Internet in JPEG format that is non-geo-referenced and degraded from its original form. Other than Hard Copy Redistribution, no other redistribution of the Products is permitted.

(d) You shall not use the Products for any unlawful purpose.

(e) You are specifically prohibited from charging, or requesting donations, for the Products or any copies of the Products, however made, and from charging, or requesting donations, for the Products or any copies of the Products, however made, which are combined or bundled with other data or products of any kind, commercial or otherwise.

(f) You are specifically prohibited from the reverse engineering of any kind of, or the creation of derived applications or data of any kind from, the Products and/or the information and data contained in the Products, or any portion thereof (also, the "Products").

(g) You are specifically prohibited from transmitting, sharing, or distributing the Products or posting the Products via the world wide web to any person or entity except as expressly permitted under this Agreement.

## **7. Intellectual Property**

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Products including without limitation all trademarks, trade names, copyrights, service marks, source code, object code, documentation or data contained in the Products, the Products themselves or any modifications of any kind thereto. Sanborn's ownership in the Products, as set forth herein, shall also apply to any derivative works of any kind thereto which are created in violation of this Agreement. Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Products.

## **8. Termination**

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## **9. Taxes & Other Charges**

You shall be responsible for paying any applicable (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Products granted hereunder, (ii) freight, insurance, and installation charges, and (iii) import/export duties or like charges that are not the responsibility of Sanborn.

## **10. General**

(a) You acknowledge that the download and/or installation of the Products on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Products and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Colorado. Each of the parties agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the state or federal courts located in Denver, Colorado and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state and federal courts in Denver, Colorado and appellate

courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.

(d) You may not assign this Agreement, or your rights or obligations contained herein, by operation of law, novation, change of ownership or otherwise without Sanborn's expressed written consent. Sanborn may assign this Agreement by operation of law, novation or change of ownership without restriction or limitation.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: President.

(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.certrequest@marsh.com/FAX: 212 948-4381	<b>CONTACT NAME:</b> Marsh USA Inc. <b>PHONE (A/C, No. Ext):</b> 303-308-4500 <b>FAX (A/C, No):</b> 212-948-4381 <b>E-MAIL ADDRESS:</b> Denver.CertRequest@marsh.com														
CN102177476-STND-GAWUE-21-  <b>INSURED</b> The Sanborn Map Company, Inc. 1935 Jamboree Drive, Suite 100 Colorado Springs, CO 80920	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> American Casualty Company of Reading, PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td><b>INSURER B :</b> N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td><b>INSURER C :</b> Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td><b>INSURER D :</b> ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td><b>INSURER E :</b> Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> American Casualty Company of Reading, PA	20427	<b>INSURER B :</b> N/A	N/A	<b>INSURER C :</b> Pinnacol Assurance	41190	<b>INSURER D :</b> ACE American Insurance Company	22667	<b>INSURER E :</b> Zurich American Insurance Company	16535	<b>INSURER F :</b>	
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<b>INSURER F :</b>															

**COVERAGES**
**CERTIFICATE NUMBER:**

SEA-003719041-08

**REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	4034423300	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	4034423281	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	4196017 (CO) WC 1036846-05 (AOS)	10/01/2021 10/01/2021	10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>E&amp;O/Professional Liability</b> Claims Made Policy			D94912532	10/01/2021	10/01/2022	Each Claim / Aggregate \$ 2,000,000 S.I.R. (each claim): \$ 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Services Agreement; Aerial Imagery Services  
 The County of Solano, AND local Participants (the Cities of Vallejo, Fairfield, Vacaville, Benicia, Suisun, Dixon, Rio Vista; the Solano Transportation Agency; Travis Air Force Base; Vallejo Flood & Wastewater District; Fairfield Suisun Sewer District; Solano Irrigation District; and Solano County Water Agency), their officers, officials, agents, employees, and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability, Auto Liability, Workers' Compensation.

**CERTIFICATE HOLDER**
**CANCELLATION**

County of Solano  
 Solano County DoIT  
 675 Texas Street, Suite 6500  
 Fairfield, CA 94533

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

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