

## ATTACHMENT I

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

This Amendment Number Four (hereinafter "Amendment") is entered this \_\_\_ day of \_\_\_, 2019 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Pictometry International Corp, a Delaware corporation (hereinafter "Contractor") and amends that certain Agreement for Digital Aerial Data dated December 3, 2013 (hereinafter "Agreement").

**WHEREAS**, County and Contractor entered into the Agreement, which was approved and executed by County's Board of Supervisors on December 3, 2013; and

**WHEREAS**, the Agreement was amended by Amendment One, approved by the County's Board of Supervisors on March 16, 2015, to increase the Maximum Contract Sum; and

**WHEREAS**, the Agreement was amended by Amendment Two, approved by the County's Board of Supervisors on March 8, 2016, to further increase the Maximum Contract Sum; and

**WHEREAS**, the Agreement was amended by Change Notice Twelve on September 13, 2016, pursuant to the Board's delegated authority to transfer the administration of the Agreement from the CIO to the Internal Services Department ("ISD"); and

**WHEREAS**, the Agreement was amended by Amendment Three on May 18, 2017 to extend the term of the Agreement for the first of three optional extensions for one (1) four-year term to acquire additional digital aerial data products under the Agreement accordingly by delegated authority to ISD pursuant to Paragraph 4.3 (Amendments) of the Agreement; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the Maximum Contract Sum accordingly by delegated authority to ISD pursuant to Paragraph 4.3 (Amendments).

**NOW, THEREFORE**, in consideration of the foregoing the Parties agree as follows:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. The person executing this Amendment on behalf of Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Amendment No. 4 and all requirements of Contractor have been fulfilled to provide such actual authority.
3. Paragraph 8.1 (Maximum Contract Sum) of the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 8.1 (Maximum Contract Sum) to read as follows:

## 8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4. If County does not approve Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed Seven Million, Two Hundred Sixty-Three Thousand, Seven Hundred Seventy-Five Dollars and ninety-five Cents (\$7,263,775.95), as further detailed in Section 5 (Scope of Work - Schedule of Payments) of Exhibit A (Scope of Work), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Change Notices and Amendments). The Contract Sum under this Agreement shall cover the authorized payments for all Work provided by Contractor, including the Required Work and any Optional Work.

- Paragraph 5 (Schedule of Payments) of Exhibit A (Scope of Work) to the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 5 (Schedule of Payments) of Exhibit A (Scope of work) to read as follows:

### 5. SCHEDULE OF PAYMENTS

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

	<b>Initial Phase</b>	<b>Phase 2</b>
Scope of Work – Oblique Images	\$1,169,057.50	\$1,219,057.50
Scope of Work – Orthogonal Images	\$757,038.35	\$1,016,144.60
Scope of Work – Building Representations	\$135,000	\$200,000.00
Scope of Work – Digital Terrain Data	\$1,617,478.00	\$0
Optional Work (Pool Dollars)	\$500,000.00	\$650,000.00
<b>PHASE SUBTOTAL</b>	<b>\$4,178,573.85</b>	<b>\$3,085,202.10</b>
<b>TOTAL MAXIMUM CONTRACT SUM</b>		<b>\$7,263,775.95</b>

- Except as provided in this Amendment Number Four, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Except as expressly provided in this Agreement, all other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Amendment Number Four to be entered into on the day, month and year first above written.

COUNTY OF LOS ANGELES:  
INTERNAL SERVICES DEPARTMENT

  
SIGNATURE

Christie Carr  
NAME

ISD Contract Manager  
TITLE

5-22-19  
DATE

CONTRACTOR:  
PICTOMETRY INTERNATIONAL, CORP.

  
SIGNATURE

Matthew Quilter  
NAME

Corporate Vice President  
TITLE

4/30/19  
DATE

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By   
~~BEHNAZ TASHAKORIAN~~ Michael Owrans  
Senior Deputy County Counsel

## ATTACHMENT II

### Sample LAR-IAC Aerial Data Products



### ATTACHMENT III

#### LAR-IAC Participant List by Cycle

	LAR-IAC1	LAR-IAC2	LAR-IAC3	LAR-IAC4	LAR-IAC5
<b>Cities</b>					
City of Agoura Hills	X		X		X
City of Arcadia				X	X
City of Azusa	X	X		X	
City of Bellflower			X		
City of Beverly Hills	X	X	X	X	X
City of Burbank	X	X	X	X	X
City of Carson	X	X	X	X	X
City of Cerritos	X	X		X	
City of Claremont		X	X	X	X
City of Covina	X	X		X	
City of Culver City	X	X	X	X	X
City of Diamond Bar	X	X			
City of Downey	X		X	X	X
City of Duarte				X	
City of El Monte				X	
City of El Segundo	X	X	X	X	X
City of Gardena				X	X
City of Glendale	X	X	X	X	X
City of Hermosa Beach	X	X	X	X	X
City of Industry	X	X	X	X	X
City of Inglewood	X	X	X	X	X
City of Irwindale	X	X			
City of La Canada Flintridge	X	X	X	X	X
City of La Habra Heights	X	X			
City of Lakewood	X	X	X	X	X
City of Lancaster	X				
City of Long Beach	X		X	X	
City of Los Angeles	X	X	X	X	X
City of Malibu				X	X
City of Manhattan Beach	X	X	X	X	X
City of Monrovia	X				
City of Monterey Park	X	X		X	
City of Norwalk				X	



	LAR-IAC1	LAR-IAC2	LAR-IAC3	LAR-IAC4	LAR-IAC5
City of Palmdale	X				
City of Palos Verdes Estates					X
City of Pasadena	X	X	X	X	X
City of Rancho Palos Verdes				X	X
City of Redondo Beach	X	X		X	X
City of San Dimas			X	X	X
City of Santa Clarita	X	X	X	X	X
City of Santa Fe Springs	X		X		X
City of San Fernando					X
City of Santa Monica	X	X	X	X	X
City of South El Monte	X	X			
City of South Pasadena			X		
City of Temple City				X	X
City of Torrance	X	X	X	X	X
City of West Covina					X
City of West Hollywood				X	X
City of Westlake Village	X			X	X
City of Whittier	X	X	X	X	X
<b>County Departments</b>					
Agricultural Commission/Weights and Measures	X	X	X	X	X
Animal Care & Control		X	X	X	X
Auditor Controller					X
Assessor	X	X	X	X	X
Beaches & Harbors	X	X	X	X	X
Chief Executive Office/Office of Emergency Management	X	X	X	X	X
Child Support Services					X
Children & Family Services		X	X	X	X
Consumer Affairs					X
Coroner					X
Fire		X	X	X	X
Health Services	X	X	X	X	X
Internal Services	X	X	X	X	

	LAR-IAC1	LAR-IAC2	LAR-IAC3	LAR-IAC4	LAR-IAC5
Mental Health		X	X	X	X
Parks & Recreation	X	X	X	X	X
Probation		X	X	X	X
Public Health	X	X	X	X	X
Public Library		X	X	X	X
Public Social Services		X	X	X	X
Public Works	X	X	X	X	X
Regional Planning	X	X	X	X	X
Registrar-Recorder/County Clerk	X	X	X	X	X
Sheriff		X	X	X	X
Tax Collector					X
Workforce Development, Aging & Community Services		X	X	X	X
<b>Local, State, and Federal Agencies</b>					
Alameda Corridor Transportation Authority		X			
Caltrans	X				X
LA County Sanitation Districts	X	X	X	X	X
LARGIN (LA Region Gang Information Network)	X	X			
Port of Los Angeles	X	X	X	X	X
Port of Long Beach					X
Santa Catalina Island Conservancy	X	X	X	X	X
US Geological Survey		X	X	X	
Amigos de Los Rios			X		
US National Guard			X	X	
Los Angeles Air Force Base			X	X	
Metropolitan Transit Authority (MTA)				X	X
Water Replenishment District				X	X
<b>Educational Institutions</b>					
Palos Verdes on the NET			X		
California Poly Pomona				X	X
California State University Long Beach	X	X	X	X	X

	LAR-IAC1	LAR-IAC2	LAR-IAC3	LAR-IAC4	LAR-IAC5
California State University Los Angeles		X		X	
Claremont University Consortium				X	
Rio Hondo Community College				X	
University of Southern California (USC)	X	X	X		
University of California at Los Angeles (UCLA)	X	X	X		X