



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Submitted on:  
(COB Stamp)

Department Name: General County  
Programs/CEO  
Department No.: 990  
For Agenda Of: 8/1/06  
Placement: Administrative  
Estimate Time:  
Continued Item: NO  
If Yes, date from:  
Vote Required Majority

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**TO:** Board of Supervisors

**FROM:** Department Director: Michael F, Brown, CEO  
Contact Info: Terri Maus-Nisich, Assistant County Executive Officer  
568-3400

**SUBJECT:** Contract to purchase Geographic Information System (GIS) software

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**County Counsel Concurrence:**

As to form/legality:  Yes  No  N/A

**Auditor-Controller Concurrence:**

As to form:  Yes  No  N/A

**Recommended Action(s):**

That the Board of Supervisors authorize the Chair to execute a contract in the amount of \$151,100 with Intermap Technologies for the purchase of InterMap's Digital Terrain Model, a software program for use in the countywide Geographical Information System.

**Summary:**

The Board appropriated funding in the 2005-2006 budget to develop an "enterprise" GIS system. This would be a countywide GIS system of coordinated technology rather than a separate system for each interested department. County GIS users have undertaken an analysis of available software to be used in the new system. These GIS users consisted of employees from the departments of Public Works, Planning and Development, Sheriff, Fire, and the County Executive Office. They determined Intermap's Digital Terrain Model offers superior capabilities to what the County now deploys. The County Executive Office recommends the Board enter into a contract to purchase the software system from Intermap Technologies, Inc. (not a local vendor). The contract attached is (Attachment 2). This software will be adaptable as the County continues moving toward an enterprise system in the 2006-2007 fiscal year.

**Background:**

On April 27, 2006, the GIS team received a price quotation from InterMap Technologies, Inc. for a Digital Terrain Model (DTM). This model includes Global Mapper software, NEXTMap DTM data perpetual license, Enhanced DTM data perpetual license and Contour data perpetual license. NEXTMap DTM data and Global Mapper software will be completed within approximately twenty business days of receipt of an executed contract. Delivery of Enhanced DTM and Contour data will be completed by September 30, 2006.

The NextMap product is 5 meter digital terrain data, produced from Radar technology. Currently, the County utilizes 30 meter digital elevation models provided by USGS. The result will be the first comprehensive, consistent, high resolution elevation model ever created for Santa Barbara County. This product includes the creation of Digital Terrain Models (DTM), Digital Surface Model (DSM), and precise and consistently accurate Orthorectified Radar Images (ORI). These elevation and imagery products can be used for countless applications, including:

1. Emergency Models
2. Flood modeling and watershed analysis
3. Image rectification
4. Base mapping
5. Three-dimensional visualization
6. Flight simulation (visual presentations and modeling)
7. Precision farming and forestry modeling
8. Surface analysis
9. Landslide hazard analysis

**Fiscal and Facilities Impacts:**

Funds for the purchase of this software have been appropriated and are available in Fund 0001, Department 990, Program 1800, Account 7455.

Budgeted:  Yes     No

**Fiscal Analysis**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized Cost:</u>	<u>Total Project Cost</u>
General Fund	\$151,100.00	\$0.00	\$0.00
State	\$0.00	\$0.00	\$0.00
Federal	\$0.00	\$0.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Other:	\$0.00	\$0.00	\$0.00
Other:	\$0.00	\$0.00	\$0.00
<b>Total:</b>	<b>\$151,100.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

Narrative:

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<b><u>Staffing Impact(s):</u></b>	<b><u>Legal Positions:</u></b>	<b><u>FTEs:</u></b>
0	_____	_____

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**Special Instructions:**

Please send a copy of the fully executive contract and minute order to Jette Christiansson, CEO's office.

**Attachments: (list all)**

- Attachment 1: Examples of terrain models at 30 meters and 5 meters
- Attachment 2: Agreement for Services of Independent Contractor

**Authored by:** Jette Christiansen, Business Manager, CEO, 568.3103  
 Zacharias Hunt, , GIS Coordinator, Public Works, 568.3038  
 Jason Stilwell, Project Manager, CEO, 568-3413

**cc:**

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Intermap Technologies, Inc. having its principal place of business at 400 Inverness Parkway, Suite 330, Englewood, CO 80112-5824 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Zacharias Hunt at phone number (805) 568-3038 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Ian Isaacs at phone number (303) 708-0955 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Zacharias Hunt  
Santa Barbara County Public Works  
123 E. Anapamu Street  
Santa Barbara, CA 93101-2057

To CONTRACTOR: Ian Isaacs  
Intermap Technologies, Inc.  
400 Inverness Parkway, Suite 300  
Englewood, CO 80112-5824

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on June 12, 2006 and end performance upon completion, but no later than December 31, 2006 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement as defined in the Intermap Core Product Handbook, and Intermap Proposal Number 06RE0001 April 27<sup>th</sup> 2006. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY is acquiring a perpetual license to data as further defined in the Intermap Technologies Incorporated Government Perpetual End User License Agreement, attached as Exhibit D

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment; and County shall promptly return all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Intermap Technologies, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR  
INTERMAP TECHNOLOGIES, INC.

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

By: \_\_\_\_\_  
SocSec or TaxID Number: \_\_\_\_\_

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

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

APPROVED AS TO FORM:  
RAY ARAMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator



## **EXHIBIT A**

### **STATEMENT OF WORK**

The scope of work involves the delivery of Global Mapper software, NEXTMap DTM data perpetual license, Enhanced DTM data perpetual license and Contour data perpetual license.

Delivery of NEXTMap DTM data and Global Mapper software will be completed within approximately twenty business days of receipt of an executed contract. Delivery of Enhanced DTM and Contour data will be completed by August 30, 2006.

See attachment A-1 for specifics of product deliverables.

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$151,100. The contract amount includes the quoted amount of \$137,001 plus estimated sales tax \$14,099 for a total contract amount of \$151,100.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Product Deliverables upon delivery of product CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation. These invoices shall correspond to the itemized deliverables noted in the Intermap Technologies Inc. Proposal 06RE0001 plus applicable Sales Tax
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

#### INDEMNIFICATION

##### Indemnification pertaining to other than Professional Services

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. Our insurance certificate will state that the carrier will "endeavor to" give notice, but the carrier will not commit to guaranteeing that notice. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the

entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

If contract is not for expenditure of funds by or through the County (eg, if it is a revenue contract or a no-fee agreement):

- 1) DO NOT COMPLETE THIS FORM; and
2) After concurrences on Board Letter write "Contract Summary Form N/A"

Always leave Contract Number blank. Shaded area will be completed by Auditor or Purchasing.

Special Instructions: D2. Show both the Bill-To and Ship-To codes you would normally use on a Purchasing Requisition (eg, "1234-00; 1234-01").

K6. Under Seq# assign a number to each amendment (1,2,3,etc), if any.

V1. Show both vendor numbers, if known, as CodeLetter/Dash/Number (eg, "A-654321; P-123456"). V11&12. If insurance is waived by Risk Management, type "Waived"; must be initialed and dated by Risk Manager. V12. Show applicable dates as CodeLetter/Dash/Date (eg, "G-12/31/95; P-12/31/99"). Contract Summary Form: Contract Number : \_\_\_\_\_ - \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year .....: FY 2005-2006
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 990
D3. Requisition Number.....:
D4. Department Name .....: General County Programs
D5. Contact Person .....: Jette Christiansson
D6. Phone.....: 568-3403

- K1. Contract Type (check one): [ ] Personal Service [ ] Capital Project/Construction [x] Software Purchase
K2. Brief Summary of Contract Description/Purpose : Purchase of GIS Mapping Software
K3. Original Contract Amount .....: \$151,100
K4. Contract Begin Date.....: 5/24/06
K5. Original Contract End Date .....: 12/31/06
K6. Amendment History (leave blank if no prior amendments):
Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)
\$ \$ \$
K7. Department Project Number .....

- B1. Is this a Board Contract? (Yes/No).....: Yes
B2. Number of Workers Displaced (if any).....: None
B3. Number of Competitive Bids (if any) .....: None
B4. Lowest Bid Amount (if bid).....: \$
B5. If Board waived bids, show Agenda Date .....: 5/23/06
B6. ... and Agenda Item Number .....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes

- F1. Encumbrance Transaction Code .....: 1701
F2. Current Year Encumbrance Amount .....: \$
F3. Fund Number.....: 0001
F4. Department Number.....: 990
F5. Division Number (if applicable).....:
F6. Account Number .....: 7455
F7. Cost Center number (if applicable).....:

F8. Payment Terms.....: Net 30

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- V1. Vendor Numbers (*A=uditor; P=urchasing*) .....
- V2. Payee/Contractor Name .....: Intermap Technologies, Inc.
- V3. Mailing Address .....: 400 Inverness Parkway, Suite 330
- V4. City State (*two-letter*) Zip (*include +4 if known*) : Englewood, CO 80112-5824
- V5. Telephone Number.....: (720) 974-3282
- V6. Contractor's Federal Tax ID Number (*EIN or SSN*) :
- V7. Contact Person.....: Ian K. Isaacs
- V8. Workers Comp Insurance Expiration Date.....:
- V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) :
- V10. Professional License Number .....: #
- V11. Verified by (*name of County staff*) .....
- V12. Company Type (*Check one*): [ ] Individual [ ] Sole Proprietorship [ ] Partnership [ ] Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

| Date : Authorized Signature.....:

**EXHIBIT D**  
**INTERMAP TECHNOLOGIES INCORPORATED**  
**GOVERNMENT PERPETUAL END USER LICENSE AGREEMENT**

1. **Introduction.** This End User License Agreement (“EULA”) is between Intermap Technologies Incorporated (“Intermap”) and the client or government licensee (“Licensee”) as identified in Exhibit 1 of this EULA. This EULA governs Licensee’s use of Intermap’s Digital Surface Model and Digital Terrain Model, Orthorectified Radar Image, National Color Image Layer, Contour Maps and any software provided hereunder, as appropriate (the “Products”).
2. **Scope of License.** Intermap grants Licensee a limited, restricted, perpetual, revocable, non-transferable, non-exclusive license to use the Products in the manner set forth in this EULA. Licensee’s use of the Products must conform to the following restrictions: (a) the Products may only be used for Licensee’s internal purposes; (b) use of the Products is confined to Licensee’s employees and contractors; (c) Licensee contractors may only use the Products for the purposes of the Licensee; (d) the Products may be used internally on one or more information processing machines and at one or more geographical locations; (e) Licensee may not distribute Product Derivative Works (as defined in Section 3 below); (f) Licensee may distribute Thematic Derivative Works (as defined in Section 4 below); (g) Distribution of Thematic or Product Derivative Works for commercial gain is prohibited; and (h) If Licensee wishes to distribute the Products to other users that are not specified in this EULA, Licensee must seek approval from Intermap.
3. **Product Derivative Works.** Product Derivative Works for the purpose of this EULA are defined as any image, representation or alteration of the Products received from Intermap from which the Products can be reverse engineered. Examples of Product Derivative Works could include, but are not limited to, contour maps and elevation data from resampled Products still retaining their geographic reference.
4. **Thematic Derivative Works.** Thematic Derivative Works for the purpose of this EULA are defined as any image, representation or alteration of the Products received from Intermap from which the Products cannot be reverse engineered. Examples of Thematic Derivative Works could include thematic maps, raster maps, fly-through movies and demonstrations, perspective views, mapping class boundaries, or any other vector-based data extraction results. Licensee may create and distribute imagery that has been orthorectified using the Products as long as, when distributing the orthoimagery, Licensee agrees to always include the Intermap Technologies Inc. logo and word marks, which are available in digital form from Intermap, on the medium of distribution (i.e. CD-ROM, website, etc.) and its packaging. Thematic Derivative Works are not subject to this EULA except insofar as their creation from the Products and distribution is concerned.
5. **Restrictions.** This EULA prohibits Licensee from disclosing, publishing, selling, assigning, leasing, sublicensing, marketing or transferring the Products in whole or in part, or using the same in any manner or for any purpose not expressly authorized by this EULA. Intermap reserves all rights not expressly granted by this EULA. Unless expressly provided in Exhibit 1, Licensee may not use the Products on behalf of, or allow the Products to be used by, any affiliated organization or subsidiary whether or not controlled by the Licensee or the Licensee’s organization. Licensee may provide the data to its contractors for use in projects supporting the Licensee’s internal business purposes. The Licensee’s contractors will not retain the Products following project completion. The contractor will return all physical copies of the Products to the Licensee at project completion; any internal copies (stored on servers and workstations) will be deleted or destroyed. All Licensee’s, and contractors of Licensee’s, must comply with the terms of this EULA. Further, the Licensee will enforce the terms of this EULA with third parties. All third parties receiving the data are prohibited from releasing the data without the prior written permission of Intermap. Licensee acknowledges that the Products and the data within them are proprietary to, copyrighted by, and contain trade secrets of, Intermap or its suppliers. Unauthorized reproduction, distribution, or display of the Products in any manner not expressly authorized herein is prohibited. Licensee agrees to keep confidential and use its best efforts to prevent and protect the contents of the Product from unauthorized disclosure or use. Licensee will advise Intermap immediately upon discovering evidence of a breach or threatened breach of the terms of this EULA by any party.
6. **U.S. Government End Users.** The Product is a “commercial item” as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202-1 throughout 227.7202-4 (June 1995), all U.S. Government End Users acquire the Products with only those rights set forth herein. Contractor/manufacturer is Intermap Technologies Incorporated, Englewood, Colorado, USA. If the Products are used in connection with the performance of any government contracts or subcontracts, Licensee shall ensure that (i) the Products shall not constitute a deliverable under any governmental contracts or subcontracts; and (ii) in no event shall a government entity acquire any rights other than those provided in this Section.
7. **Limited Warranty And Disclaimers.** Intermap warrants for sixty (60) days after the delivery of the products that the data delivered will be of the area of interest ordered and the media used to carry the data will be free from material physical defects. Licensee’s sole remedy and Intermap’s sole obligation under this limited warranty shall be for licensee to return the defective media to Intermap within the warranty period, and to receive replacement media. Except for the limited warranty specified herein, the products are provided without warranty of any kind, and all warranties of non-infringement, merchantability and fitness for a particular purpose are expressly excluded. Intermap does not warrant that the products will meet licensee’s needs or expectations or that use of the products will be error free or uninterrupted. In no event shall Intermap be liable for any claim or loss incurred by licensee, including without limitation compensatory, incidental, indirect, special, consequential or exemplary damages, even if advised of the likelihood of such damages. This limitation applies to all causes of action, including without limitation breach of contract or warranty or tort. If the limitation of liability set forth in this agreement shall for any reason be held unenforceable or inapplicable, licensee agrees that Intermap’s liability shall not exceed the license fees paid by licensee to Intermap with respect to the products at issue.



8. **Term and Termination.** This EULA shall become effective upon use of the Products and shall continue in force until terminated as provided herein. This EULA shall terminate immediately if Licensee fails to comply with any of its terms. Upon termination of this EULA for any reason, Licensee shall deliver to Intermap all copies and embodiments of the Products and certify in writing that no copies are left in Licensee's possession.
9. **Dispute Resolution and Governing Law.** This EULA shall be construed and enforced in accordance with the laws of the State of Colorado notwithstanding its conflict of laws provisions. The parties agree to attempt to settle any claim or controversy arising under this EULA through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually acceptable neutral advisor for initial fact finding in preparation for mediation or other form of alternate dispute resolution. The exclusive jurisdiction and venue for any lawsuit or other dispute resolution proceeding between the parties arising out of this EULA shall be in Denver, Colorado.
10. **Miscellaneous.** This EULA is the complete and exclusive statement between Licensee and Intermap with respect to the Products and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA shall continue to be valid and enforceable. Neither this EULA nor any of the rights granted by it may be assigned or transferred by Licensee. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. Licensee shall be solely responsible for obtaining any and all required government authorizations, including without limitation, any export or import licenses and foreign exchange permits. Nothing in this section shall restrict the ability of Intermap to pursue any legal or equitable remedy or to obtain an injunction to protect any rights Intermap may have arising out of or relating to the Products or any of Intermap's intellectual property rights. Sections 5, 6, 7, 8 and 9 shall survive expiration or termination of this EULA.
11. **Export Licensing Notification.** The products delivered hereunder are subject to the export licensing regulations of the United States Department of Commerce. The recipient of the Products may be obligated under US law to comply with such regulations in distributing the Products. Licensee shall be solely responsible for compliance with same.
12. **Remedies.** Licensee shall defend, indemnify, and hold Intermap, its affiliates, directors, employees, and agents from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable attorneys' fees, arising from Licensee's breach of any provision of this EULA. If Licensee is granted any rights to share access to the Products with other parties, as may be provided in Exhibit 1, Licensee shall at all times remain responsible for all such users, and shall ensure their full compliance with the requirements of this Agreement. Conduct in violation of this Agreement by such other parties shall be deemed to be a material breach of this Agreement by Licensee.
13. **Addendums:** Parties to this License Agreement (Licensees) are defined in Exhibit 1 of this EULA.

**INTERMAP TECHNOLOGIES INCORPORATED  
GOVERNMENT END USER LICENSE AGREEMENT**

**EXHIBIT 1**

**Identification of Licensee(s):**

1. **County of Santa Barbara**

**Client Acceptance and Purchase Authority:**

The undersigned, duly authorized representative of the Client hereby accepts this quotation and authorizes the Company to provide the Client the Products and Services defined herein. By accepting this quotation the Client accepts this document in its entirety including the End User License Agreement, Terms & Conditions and product / service specifications, quantities and pricing without modification and agrees to abide by these Terms & Conditions and the End User License Agreement.

**Organization:** \_\_\_\_\_

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

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

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

\_\_\_\_\_