

Agreement No. Calabasas-MK160814GCCV
Date Created: April 12, 2016
Account Manager: Mary Kane (949) 333-5147
Technical Contact: Karen Figgins (949) 333-5184



18831 Von Karman Avenue
 Suite 200
 Irvine, CA 92612

Address & Contact Information

Company Name: City of Calabasas
 Contact Name: Michael Klein
 Billing email: mklein@cityofcalabasas.com
 Billing Phone: 818-224-1600

Bill To: City of Calabasas
 100 Civic Center Way
 Calabasas CA 91302

Terms and Conditions

Contract Start Date: August 15, 2016
 Contract End Date: August 14, 2021
 Contract Term: 5 years

Payment Method: Check
 Payment Terms: Net 30
 Billing Frequency: Annual
 Billing Method: Email

Provided Content

Product	Description	Cost	Term	Discount	Annual Price
GovClarity™	Enterprise (Agency-wide) Aerial Imagery • Parcel Data (Annual update) • Property Records (Weekly updates) • Tax Maps	\$27,800	2016-17 2017-18 2018-19 2019-20 2020-21	20% 15% 10% 10% 10%	\$22,240 \$23,630 \$25,020 \$25,020 \$25,020
CommunityView™	Public Facing				Included
Data Content	Environmental Hazards Premium Layer (Annual update)	\$2,100			\$2,100
Data Content & Delivery	Premium Imagery City Boundary + Buffer • 1' Pixel Resolution Imagery • Includes on-site usage license • Software Integration	\$3,400			\$3,400
Customer Success Team	Training, Help Documentation, Support				Included
		Total Annual Price	2016-17 2017-18 2018-19 2019-20 2020-21		\$27,740 \$29,130 \$30,520 \$30,520 \$30,520

The parties agree to the terms contained herein including all exhibits. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

CITY OF CALABASAS

By:
 Print Name: James R. Bozajlian
 Title: Mayor
 Date: 5/16/16

DIGITAL MAP PRODUCTS, INC.

By:
 James Skurzynski
 Title: President
 Date: 16 MAY 2016



Web Application Subscription Terms and Conditions

By executing the Order Form that references this agreement and initialing these Web Application Subscription Terms and Conditions (collectively, the "Agreement"), You agree that the Agreement terms govern Your purchase and use of Digital Map Products ("DMP") Web Application and Content. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the Web Application or Content.

This Agreement was last updated on June 2nd, 2014. It is effective as of the date You signed the Order Form.

1. DEFINITIONS

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, Inc. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, the number of Users and the geographic coverage areas specified in the Order Form. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy,

extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, or (i) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form. Thereafter, this Agreement shall automatically renew for additional twelve (12) month periods unless either party notifies the other party in writing at least sixty (60) days prior to the expiration of the then current term of its intent not to renew. Upon termination, any licenses granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care

(and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

6.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration And Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this contract is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the contract shall remain in full force and effect.

APPROVED AS TO FORM:

City Of Calabasas

by: Matthew T. Lumen Assistant City Attorney

5/12/16

Initials

Date

Scott H. Howard, City Attorney

Date: _____
Web Application Subscription Terms and Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/16

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 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).

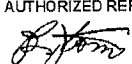
PRODUCER Roger Stone Insurance Agency 5015 Birch Street Newport Beach, CA 92660 Herb Clerley	949-757-0270 949-757-0375	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURED Digital Map Products Inc. 18831 Von Karman Ave #200 Irvine, CA 92612		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty INSURER B : Navigators Specialty Insurance INSURER C : INSURER D : INSURER E : INSURER F :

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

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	X		72UUNVK3844	07/26/15	07/26/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72UUNVK3844	07/26/15	07/26/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72RHUVK3446	07/26/15	07/26/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEVK8969	01/01/16	01/01/17	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
B	Professional Liab			480159	07/26/15	07/26/16	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Calabasas included as Additional Insured under the General Liability per orm CG20260413 attached with respects to the operations of the Named Insured per written contract in place prior to loss.

CERTIFICATE HOLDER CITYCAL City of Calabasas 100 Civic Center Way Calabasas, CA 91302	CANCELLATION 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Calabasas
100 Civic Center Way
Calabasas CA 91302

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ACTION AGENDA
WEDNESDAY, APRIL 27, 2016**

OPEN SESSION: – 7:03 P.M.

ROLL CALL: – *All Present*

APPROVAL OF AGENDA: *APPROVED*

ANNOUNCEMENTS/INTRODUCTIONS:

PRESENTATIONS

- Recognition of Los Angeles County Sheriff's Deputy Robert A. "Guido" DeSantis for his years of service
- Sheriff's Crime Report

ORAL COMMUNICATIONS - PUBLIC COMMENT:

CONSENT ITEMS:

1. Approval of meeting minutes from April 13, 2016– *APPROVED*
2. Approval of amendment to professional services agreement with Questa Engineering Corporation in the amount of \$28,861 for additional services to prepare technical plans, specification and cost estimate for Las Virgenes Creek Restoration Project – Phase II– *APPROVED*
3. Approval of Memorandum of Understanding for a Coordinated Integrated Monitoring Program in the Malibu Creek Watershed Management Area regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program and necessary reports for the Malibu Creek Watershed– *APPROVED*
4. Approval of a five-year service subscription and sublicense agreement with Digital Map Products (DMP) in the total amount of \$148,430 to perform professional Geographic Information Systems (GIS) Management Services– *APPROVED*
5. Recommendation to award five-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common benefit areas: (CBA)-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25) and CBA-6 (Zone 26) within Landscape Maintenance District 22 in the City of Calabasas – *APPROVED*

PUBLIC HEARING

6. Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497,
1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015) – ***CONTINUED TO MAY 3***

NEW BUSINESS

7. Overview of General Fund Budget and direction for FY 2016-2017 and 2017-2018 Budgets

Direction provided to staff

INFORMATIONAL REPORTS:

8. Check Register for the period of April 5-14, 2016
No action taken on this item

TASK FORCE REPORTS:

CITY MANAGER'S REPORT:

FUTURE AGENDA ITEMS:

ADJOURN:

P.M.