

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Planet Labs, hereinafter referred to as "contractor, collectively referred to as the "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, contractor shall provide to the County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, Exhibit C – Compliance Provisions, and Exhibit D Planet Order Schedule, the Agreement shall prevail, and thereafter the Exhibits in the order presented.

2. **TERM.** This Agreement shall commence on June 6, 2023, and shall terminate on June 5, 2024, unless earlier terminated as hereinafter provided.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed fifty-five thousand twenty-two dollars and forty one cents (\$55,022.41).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability. Once funded, the Agreement is non-terminable, or the County may elect to terminate at its convenience provided that no compensation shall be refunded.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the County Administrative Officer.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake	Planet Labs PBC.
Administration	645 Harrison St, 4th Floor
Lakeport, CA 95453	San Francisco, CA 94107
Attn: Mireya Turner	

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions
Exhibit D – Planet Order Schedule

8. **TERMS AND CONDITIONS.** Each party will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations, and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Planet Labs PBC.

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

EXHIBIT "A" -- SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

1.1 Grant of License: Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a limited, nontransferable, nonexclusive, non-sublicensable, nonassignable, revocable license to allow its Authorized Users to access the Platform and the Content, as defined in the Order Schedule (collectively, the "Licensed Materials") for use solely as set forth in the Order Schedule attached hereto as Exhibit D, and incorporated herein by this reference.

i. Restrictions: County may not use the Licensed Materials for any purpose except as expressly set forth in this Agreement and the applicable Order Schedule. By way of example, and without limiting the generality of the preceding sentence, County will not: (a) alter, remove, or obscure any proprietary notices, watermarks, or legends included or embedded in the Licensed Materials; (b) use the Licensed Materials in violation of applicable laws or regulations; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Licensed Materials except as expressly authorized under this Agreement and the Order Schedule; (d) sublicense, lease, rent, loan, transfer, or distribute the Licensed Materials to any third party; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Platform; or (f) allow third parties to access or use the Licensed Materials, including without limitation in any application service County environment, service bureau, or time-sharing arrangements.

ii. Use and Disclosure of Proprietary Information: In the performance of this Agreement, each party may receive information of the other party that is not generally known to the public, including, but not limited to, trade secrets, know-how, inventions, technical designs, techniques, algorithms, programs, documentation, and data which may be designated as being confidential, or which under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Proprietary Information"). Each party shall use and disclose only the minimum amount of Proprietary Information necessary to accomplish the intended purpose of this Agreement. Each party further agrees to protect all Proprietary Information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

County acknowledges that, pursuant to the terms of this Agreement, it may obtain or have access to confidential and proprietary information of Contractor that is the sole and exclusive property of Contractor or other entities or persons affiliated with Contractor in connection with the provision of the Services described herein and identified as "Proprietary Information" hereinabove. County agrees to limit its use of such information to only that use which is in connection with the terms of this Agreement.

Notwithstanding the above, Contractor acknowledges that, as a political subdivision of the State of California Customer is subject to the California Public Records Act (PRA).

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

(Government Code section 7920.000 et. seq.). This Agreement and materials submitted by Contractor to County may be subject to a PRA request. In such an event, County will notify Contractor, as soon as practicable that a PRA request for Contractor's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the Contractor to seek legal redress.

Should this Agreement be terminated for any reason whatsoever, County shall promptly deliver to Contractor all Proprietary Information, including all copies reproductions, summaries, analysis or extracts thereof, in the possession of County.

The parties acknowledge and agree that Planet's Proprietary Information may be exempted from disclosure obligations under the California Public Records Act pursuant to Government Code Section 7927.705.

iii. Use and Disclosure of Personally Identifiable Information: In the performance of this Agreement, Contractor has no requirement to receive personally identifiable information that is confidential under local, state or federal law and County agrees that it shall not provide any such information. To the extent County desires to share any such information with Contractor, County shall first provide written notice thereof to Contractor requesting Contractor's consent to receive such information. To the extent Contractor consents to receive such information in writing, then Contractor hereby agrees to protect all personally identifiable information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

iv. Continuing Compliance with Confidentiality Laws: The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

2. **RECORDS RETENTION.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

EXHIBIT "B" – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **INVOICES.**

2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.**

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's applicable financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records directly pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

EXHIBIT "C" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive, and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

11738).

5. INDEMNIFICATION AND HOLD HARMLESS.

Contractor shall indemnify and hold harmless County as stated in the Order Schedule.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this Agreement. If a material default to this Agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within thirty (30) days (ten (10) days in the case of nonpayment) of the date of that notice (i.e., the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires. Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence and in the aggregate, including but not limited to the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's vicarious liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors,

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000) per claim and in the aggregate.

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, within 30 days of the expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 Intentionally deleted.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:
The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A- VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to seek to recover reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void. Notwithstanding the foregoing, Contractor may assign this Agreement to an affiliates or pursuant to a merger or acquisition.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are subject to the license grants as set forth in Exhibit A and in the Order Schedule.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will use all commercially reasonable efforts to preserve data integrity and the confidentiality of protected health information, if provided in accordance with Exhibit A, Section 1.1(iii).

18. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. 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 or for the benefit of third parties.

**AGREEMENT FOR PROVISION OF SATELITE IMAGERY SERVICES BY
PLANET LABS PBC TO THE COUNTY OF LAKE**

EXHIBIT “D” – PLANET ORDER SCHEDULE

See attached