

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

This Amendment Number Nine (hereinafter "Amendment") is entered this ____ day of _____, 2025 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Pictometry International Corp, a Delaware corporation (hereinafter "Contractor") and amends that certain Agreement for Digital Aerial Data dated December 3, 2013 (hereinafter "Agreement").

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

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

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

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

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

WHEREAS, the Agreement was amended by Amendment Four on May 22, 2019, to increase the Maximum Contract Sum accordingly by delegated authority to ISD pursuant to Paragraph 4.3 (Amendments) of this Agreement; and

WHEREAS, the Agreement was amended by Amendment Five on December 12, 2019, to extend the term of the Agreement for the second of three optional extensions for one (1) four-year term to acquire additional digital aerial data products under the Agreement to increase the Maximum Contract Sum accordingly by delegated authority to ISD pursuant to Paragraph 4.3 (Amendments) of this Agreement; and

WHEREAS, the Agreement was amended by Amendment Six on December 22, 2021, to update the Scope of Work under the Agreement accordingly by delegated authority to ISD pursuant to Paragraph 4.3 (Amendments) of the Agreement; and

WHEREAS, the Agreement was amended by Amendment Seven on December 12, 2022, to extend the term of the Agreement for the third of three optional extensions for one (1) four-year term to acquire additional digital aerial data products under the Agreement to increase the Maximum Contract Sum accordingly by delegated authority to ISD pursuant to Paragraph 4.3 (Amendments) of this Agreement; and

WHEREAS, the Agreement was amended by Amendment Eight on December 27, 2023, to update the Scope of Work under the Agreement accordingly by delegated authority to ISD pursuant to Paragraph 4.3 (Amendments) of the Agreement; and

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

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

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. The person executing this Amendment on behalf of Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Amendment Number 9 and all requirements of Contractor have been fulfilled to provide such actual authority.
3. Paragraph 8.1 (Maximum Contract Sum) of the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 8.1 (Maximum Contract Sum) to read as follows:

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4. If County does not approve Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed Fourteen Million, Four Hundred Twelve Thousand, One Hundred Seventy-One Dollars and Eighty-Five Cents (\$14,412,171.85), as further detailed in Section 5 (Scope of Work - Schedule of Payments) of Exhibit A (Scope of Work), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s)

pursuant to Paragraph 4 (Change Notices and Amendments). The Contract Sum under this Agreement shall cover the authorized payments for all Work provided by Contractor, including the Required Work and any Optional Work.

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

5. SCHEDULE OF PAYMENTS

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

	Initial Phase	Phase 2	Phase 3	Phase 4
Scope of Work – Oblique Images	\$1,169,057.50	\$1,219,057.50	\$1,615,804.00	\$1,353,668.00
Scope of Work – Orthogonal Images	\$757,038.35	\$1,016,144.60	\$1,693,011.95	\$1,375,911.95
Scope of Work – Building Representations	\$135,000.00	\$200,000.00	\$180,000.00	\$180,000.00
Scope of Work – Digital Terrain Data	\$1,617,478.00	\$0.00	\$0.00	\$0.00
Optional Work (Pool Dollars)	\$500,000.00	\$650,000.00	\$600,000.00	\$150,000.00
PHASE SUBTOTAL	\$4,178,573.85	\$3,085,202.10	\$4,088,815.95	\$3,059,579.95
TOTAL MAXIMUM CONTRACT SUM	\$14,412,171.85			

5. Except as provided in this Amendment Number Nine, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
6. Except as expressly provided in this Agreement, all other terms and conditions shall remain in full force and effect.

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

COUNTY OF LOS ANGELES:
INTERNAL SERVICES DEPARTMENT

SIGNATURE

NAME

TITLE

DATE

CONTRACTOR:
PICTOMETRY INTERNATIONAL, CORP.

Robert Locke
[Robert Locke \(Apr 16, 2025 20:27 EDT\)](#)

SIGNATURE

Robert Locke

NAME

President

TITLE

Apr 16, 2025

DATE

LARIAC7 - Pictometry_ Amendment 9_Final


Final Audit Report


2025-04-17


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