




# ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)



## Instructions for OCDAP Cycle 3 Participation Agreement:


1. Page 1: Fill out your Agency's name in the box at the top of Page 1.


**ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)  
Participation Agreement between the Orange County Council of Governments  
and**


- a.  
2. Page 4: Fill out the primary contact person's information in the boxes on Page 4.

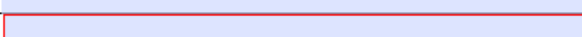
To: (Local Agency Name) 


Name:  


Title: 

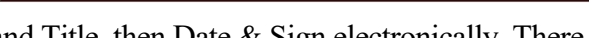
Local Agency Name: 

Street Address 1: 

Street Address 2: 


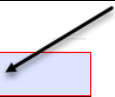
City, State Zip: 

Email: 


Phone: 

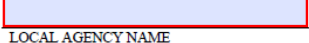
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3. Page 6: Fill out signer's Name and Title, then Date & Sign electronically. There are three spaces for additional, optional signatures from the local agency.





By  


Name, Title 

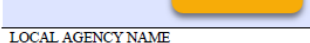
LOCAL AGENCY NAME 


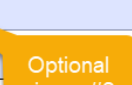
Date 

By  


Optional Name, Title 

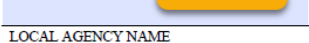
LOCAL AGENCY NAME 


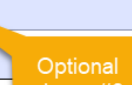
Date 


By  


Optional Name, Title 

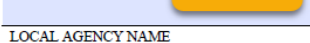
LOCAL AGENCY NAME 

Date 

By  

Optional Name, Title 

LOCAL AGENCY NAME 

Date 

- a.
4. Email the signed PDF with subject line "OCDAP CYCLE 3- [AGENCY NAME]" to Kathryn Morrison (OCCOG Clerk) AND Brian Probolsky (OCCOG Executive Director) at [kathryn@occog.com](mailto:kathryn@occog.com) and [brian@occog.com](mailto:brian@occog.com) with a cc to [ddiep@fullerton.edu](mailto:ddiep@fullerton.edu) (Deborah Diep)
  - a. OR forward an electronic signature request via Adobe or DocuSign to Brian Probolsky at [brian@occog.com](mailto:brian@occog.com) and [kathryn@occog.com](mailto:kathryn@occog.com).
5. After OCCOG signs the Participation Agreement, the fully executed digital agreement will be sent to the participating agency. OCDAP Cycle 3 invoices will be sent beginning in July 2026. Agencies are not considered full members and will not be provided access to deliverables until both the Cycle 3 Participation Agreement is signed and the Invoice is paid.

**ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)  
Participation Agreement between the Orange County Council of Governments  
and**

THIS ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (“OCDAP”) PARTICIPATION AGREEMENT (“Agreement”) is made by and between \_\_\_\_\_, hereinafter referred to as “Local Agency” and Orange County Council of Governments, hereinafter referred to as “OCCOG” (hereinafter collectively also the “Parties”).

**RECITALS**

WHEREAS, the Parties wish to enter into an agreement to purchase Digital Aerial Data, reduce costs, and enable participants to acquire more data than would be possible individually. The group of participating agencies is known as the Orange County Data Acquisition Partnership (“OCDAP”);

WHEREAS, cities and agencies established the first cycle of OCDAP covering the period of July 2020 to June 2022 (“Cycle 1”);

WHEREAS, cities and agencies established the second cycle of OCDAP covering the period of July 2022 to June 2024 (“Cycle 2”);

WHEREAS, OCCOG entered or will enter into an Agreement with the County of Los Angeles (“County”), which is the lead agency for the Los Angeles Regional Imagery Acquisition Consortium (“LAR-IAC”), to acquire digital data for Orange County on behalf of the member cities and agencies of OCDAP;

WHEREAS, the County of Los Angeles (“LA County”) entered or will enter into an Agreement with Pictometry International Corporation (“Vendor”) for Digital Aerial Data (“LA County-Vendor Agreement”) that will include Orange County for the Orange County Data Acquisition Partnership Project (“Project”) deliverables, which is substantially in the form attached to this Agreement as Attachment A. The Project includes one (1) cycle of data capture anticipated to begin in summer 2026 for the period of July 2026–June 2028 (“Cycle 3”);

WHEREAS, the Parties intend for any funds contributed under this Agreement in excess of the LA County-Vendor Agreement cost to be allocated toward a cycle four (4) of data capture anticipated for the period of July 2028- June 2030 (“Cycle 4”), and to execute an amendment to this Agreement or new participation agreement for Cycle 4;

WHEREAS, the Parties recognize the need to invest in Digital Aerial Data to conduct local and regional planning and to evaluate current and future legislative and regulatory proposals and wish to utilize the Digital Aerial Data from the LA County-Vendor Agreement;

WHEREAS, OCCOG is responsible for invoicing the Parties for the Project in Cycle 3;

WHEREAS, the Parties wish to enter into this Agreement to outline the roles and responsibilities for the Project; and

WHEREAS the “Recitals” are incorporated herein by this reference.

## TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Compensation

The Local Agency will compensate LA County via OCCOG as described in Section 4 for the Digital Aerial Data, described in Section 2 for the data capture in 2026 for Cycle 3. The total cost of Cycle 3 is \$237,485.50. The next geospatial data capture is expected in 2028 (“Cycle 4”). Agencies participating in Cycle 3 are not obligated to participate in Cycle 4. Regardless of whether the Local Agency chooses to participate beyond Cycle 3, the Local Agency is authorized to possess and use the Cycle 3 Digital Aerial Data described in Section 2 for its organizational purposes in perpetuity, subject to the use provisions set forth in Section 3 and disclosure provisions of Section 5. If applicable, an amendment to this Agreement or separate participation agreement will be executed by the Parties for Cycle 4 and the distribution of funds for Cycle 4 will be addressed separately by such amendment or separate participation agreement. In such event, funds received in excess of the Cycle 3 costs shall be applied to Cycle 4. In the event that the Local Agency determines not to participate in Cycle 4, funds paid in excess of the Cycle 3 costs shall be forfeited. If the OCDAP does not continue past Cycle 3, any funds collected by OCCOG in excess of the Cycle 3 costs shall be returned to the Parties in proportion to their separate contributions.

### 2. Digital Aerial Data Description

- A. Digital Imagery: 3-inch resolution, 4 band (red, green, blue, and near infrared) true natural color digital orthophoto/ortho-rectified data covering Orange County and portions of surrounding area as shown in the map in Attachment A (at Section II thereto), attached hereto and incorporated herein by this reference. Digital imagery will be provided in the following formats: GeoTIFF tiles and mosaic of ECW or MrSID tile format (which includes seamline generation, radiometric balancing and final color balancing to ensure seamless consistent coverage of the area of interest). These data will be California State Plane Coordinate System, Zone 6 (US feet), Datum NAD 83.
  
- B. Pursuant to the terms of the LA County-Vendor Agreement, the Parties will have access and use of all imagery collected and processed through the online viewing software hosted by Vendor or be provided copies of the data as described in Section 3. The deliverables include 3-band color oblique imagery at 3-inch resolution accessed through the Vendor-hosted online software for the duration of the term of Cycle 3.

### 3. Data Delivery

When possible, the digital data will be provided electronically through the online platform hosted by Vendor or through File Transfer Protocol (FTP). Alternatively, upon request and receipt of a hard drive from the Local Agency, the digital imagery data will be provided by Center for Demographic Research on such hard drive within 30 days of receipt by the Center for Demographic Research. The digital data are subject to any use restrictions set forth in the agreement between the LA County and Vendor. Hard drives must be picked up by the Local Agency from the Center for Demographic Research office in Fullerton.

### 4. Invoicing/Payment

OCCOG, on behalf of LA County, will submit an invoice to the Local Agency for the amount listed in Attachment C “OCDAP Cycle 3 Participation Costs”, attached hereto and incorporated herein by this reference, as payment for Cycle 3 Digital Aerial Data. The Local Agency will submit payment to OCCOG within 30 days. This will be

a line-item invoice for those agencies that also receive an annual invoice for OCCOG dues (for OCCOG member agencies) and Center for Demographic Research fees (34 Orange County cities). OCCOG shall invoice the Parties in summer 2026. OCCOG will remit collected payments to LA County within three months of invoicing Parties. In the event payment is not received by OCCOG from the Local Agency, the Local Agency will be denied access to the online data platform and will not receive copies of the data.

The parties further understand and acknowledge that if LA County does not proceed to approve the LA County-Vendor Agreement, this Agreement shall be deemed null and void and the parties will have no further obligations.

#### 5. Disclosure of Information

The Local Agency may distribute the Digital Aerial Data to its subcontractors, partners, or consultants on projects that are outsourced from its own operations. The Local Agency shall require each subcontractor, partner, or consultant to whom the Digital Aerial Data is transferred or distributed to execute a written acknowledgement and agreement provided as Attachment B, Los Angeles Regional Imagery Acquisition Consortium (“LAR-IAC”) Authorized User Confidentiality and Non-Disclosure Agreement, attached hereto and incorporated herein by this reference.

#### 6. Steering Committee

The Steering and Technical Advisory Committee (“STAC”) shall meet at least six (6) times each year to (1) decide on the deliverables for each OCDAP Cycle, including geographic coverage, (2) set pricing structure for agency participation, (3) review the status of participation agreement signatures, project deliverables and OCDAP financial status, (4) modify budget and deliverables upon addition or termination of a Party, (5) decide how any surplus will be used, refunded or redistributed if the project ends, (6) provide review and creation of OCDAP documents, (7) facilitate the acquisition and sharing of data, and (8) address other matters vital to the function of the OCDAP.

The Steering and Technical Advisory Committee will be comprised of staff representing the Parties that contribute at least \$20,000 for that cycle. Each Party on the Steering and Technical Advisory Committee will each have one voting member of equal standing and there will be one city representative. In the event OCCOG does not provide a direct financial contribution that exceeds the STAC membership threshold but continues to handle the member invoicing, fee collection, and vendor payment, OCCOG will have one voting member on the STAC. The designees from each Party shall be named by July 1 of the beginning of the two-year OCDAP cycle. An organization may also designate an individual(s) to serve as an alternate member. The Steering and Technical Advisory Committee chair and vice-chair will be elected for a two-year term. City representatives will be solicited and appointed by the OCCOG TAC.

#### 7. Representations and Warranties

The Local Agency warrants that its use, grant, and conveyance of the Digital Aerial Data will not violate any applicable terms set forth in the LA County-Vendor Agreement.

#### 8. Indemnification

OCCOG agrees to indemnify and defend the Local Agency against all third-party claims, liabilities, losses, expenses, suits, actions and causes of actions (including reasonable attorneys’ fees and legal expenses), fines, penalties, or damages (collectively, the “Liabilities”) to the extent such Liabilities arise out of or result from: (a) the negligent acts or omissions, the willful or intentional misconduct of OCCOG or its employees, subcontractors or agents, in the course of providing the Digital Aerial Data; (b) OCCOG’s

breach of the terms of this Agreement; or (c) any claim that any of Digital Aerial Data provided by OCCOG infringes or misappropriates a third party's intellectual property rights.

The Local Agency agrees to indemnify and defend LA County and OCCOG, their directors, officers and employees, against all Liabilities to the extent such Liabilities arise out of or result, from: (a) the negligent acts or omissions, the willful or intentional misconduct of Local Agency or its employees, subcontractors or agents under this Agreement; or (b) Local Agency's breach of the terms of this Agreement.

9. Amendments

No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and properly executed by the Parties.

10. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following physical or email addresses:

To OCCOG:                    Brian Probolsky  
                                      Executive Director  
                                      Orange County Council of Governments  
                                      3972 Barranca Pkwy., Suite J-127  
                                      Irvine, CA 92606  
                                      Brian@occog.com

To: (Local Agency Name) \_\_\_\_\_

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

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

Local Agency Name: \_\_\_\_\_

Street Address 1: \_\_\_\_\_

Street Address 2: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

11. Force Majeure

No Parties shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties.

12. Entire Agreement

This Agreement represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This Agreement supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

### 13. Execution of Agreement or Amendment

This Agreement, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this Agreement or any Amendment may be executed by way of a manual or authorized digital signature, such as DocuSign or similar electronic method, processed by a technology authorized by the California Secretary of State. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

### 14. Effective Date

The Effective Date of this Agreement shall be the date on which the final OCDAP participating agency executes this Agreement, as evidence by the latest signature dated below.

**SIGNATURE PAGE TO  
ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP) AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

\_\_\_\_\_  
By

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
LOCAL AGENCY NAME

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Optional Name, Title

\_\_\_\_\_  
LOCAL AGENCY NAME

\_\_\_\_\_  
Date

\_\_\_\_\_  
By  
Brian Probolsky, Executive Director  
Orange County Council of Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Optional Name, Title

\_\_\_\_\_  
LOCAL AGENCY NAME

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Optional Name, Title

\_\_\_\_\_  
LOCAL AGENCY NAME

\_\_\_\_\_  
Date

ATTACHMENT “A”

DELIVERABLES FOR THE ORANGE COUNTY DATA ACQUISITION PARTNERSHIP PROJECT

[See Following Page]

**Section I. OCDAP CYCLE 3 DIGITAL DATA**

All data will be acquired in 2026 unless otherwise noted.

**Orthogonal Imagery**

- 4-band orthogonal imagery (including color infrared) at 3-inch or better resolution.
- Optional formats (TIFF, JPEG2000, and compressed ECW).

**Oblique Imagery**

- 3-band color oblique imagery at 3-inch resolution.
- Online hosted access for desktop and mobile devices.

**Hosted Solution**

- Web-based solutions to view and analyze LARIAC aerial images (e.g. EagleView CONNECTExplorer) and integration products (e.g. Esri Web AppBuilder Widget, ArcGIS Pro/ArcMap Add-in, Integrated Pictometry Application).
- Image services provided as WMS, WMTS, TMS, and Esri REST.

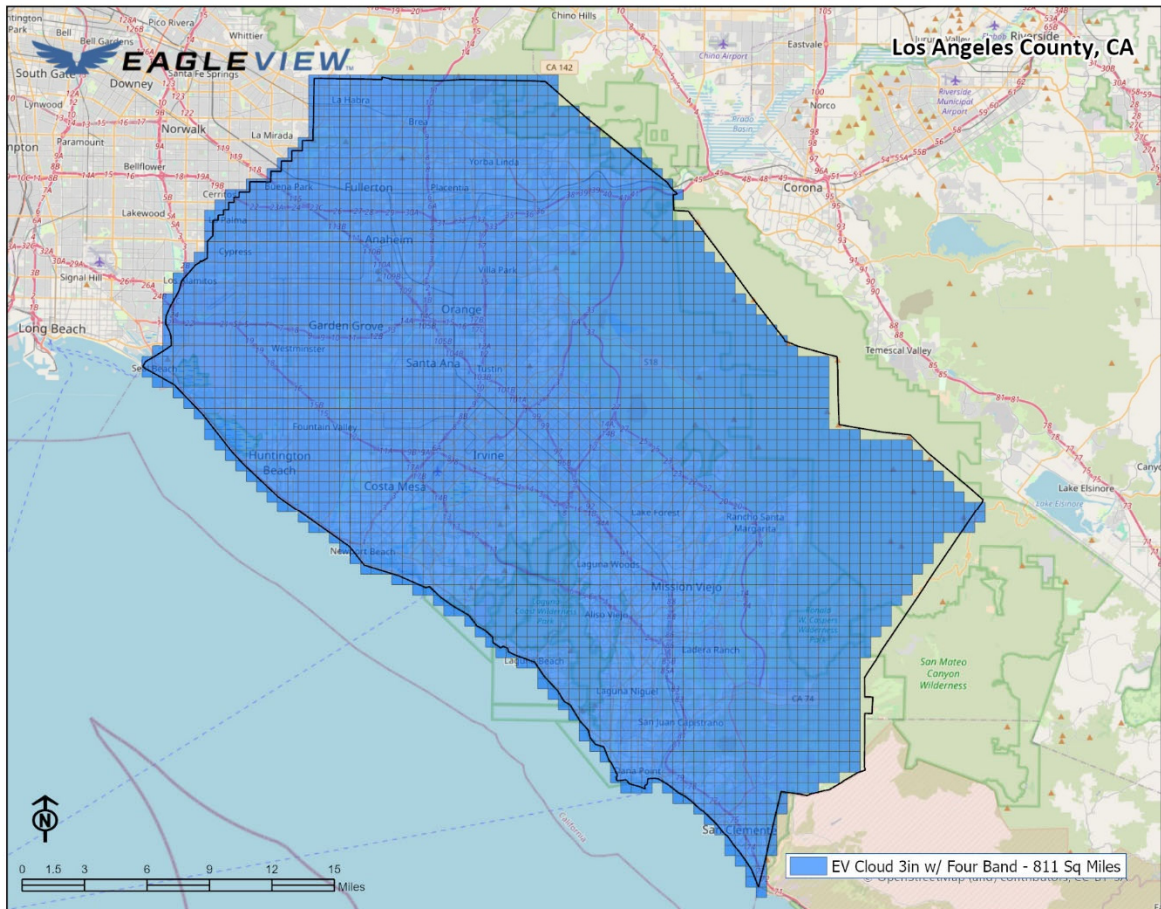
**Additional Data Product(s) (Optional for additional cost)**

- Building outlines updated for all buildings over 100 square feet.
- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

# DRAFT SCOPE OF SERVICES FOR CYCLE 3

## Section II. Project Limits Map

1. Traditional Orange County coverage/photographed Area of Interest (AOI) is 811.5 square miles with the traditional 500-foot buffer. Resolution will be 3” for the AOI (county and buffer area).



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). [openstreetmap.org/copyright](https://openstreetmap.org/copyright)

ATTACHMENT “B”

LOS ANGELES REGIONAL IMAGERY ACQUISITION CONSORTIUM (“LAR-IAC”)  
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

[See Following Page]

**LOS ANGELES REGIONAL IMAGERY ACQUISITION CONSORTIUM ("LAR-IAC")  
 AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
 (THIS FORM APPLIES TO DATA FROM LAR-IAC4, LAR-IAC5, LAR-IAC6, LAR-IAC7 AND LAR-IAC8)**

1. Pictometry International Corp., dba EagleView, a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"), and the County of Los Angeles ("County") have entered into that certain agreement dated December 3, 2013, as amended from time to time ("Agreement") for delivery of licensed digital mapping data and software ("Licensed Products") to the County. Under the Agreement, certain governmental entities ("Authorized Entities"), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.
2. Pursuant to Paragraph 11.2 ("Authorized Users") of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.
3. The undersigned is an Authorized User of an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the Authorized Entity ("Project").
4. The undersigned Authorized User understands and agrees that the Licensed Products contain proprietary, trade secret and/or confidential information ("Confidential Information") of EagleView. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement ("NDA"), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular Authorized Entity.
5. EagleView and the County acknowledge that the Agreement and certain information and documentation (collectively, "Records") may be subject to public record requests (e.g., California Public Record Act Request or Freedom of Information Act Request) or other compelled legal disclosure requests (e.g., a subpoena or warrant) (collectively, "Compelled Disclosure Requests"). Should the Authorized Entity reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted Compelled Disclosure Request, the Authorized Entity will promptly notify County and EagleView of such request providing five (5) days advance notice prior to producing any of the requested Records. EagleView explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records. The Authorized User and the Authorized Entity, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.
6. The undersigned Authorized User agrees to protect and maintain any Confidential Information the Authorized User is given access to under this NDA using at least the same protections and to the same extent the Authorized Entity uses to protect and maintain its own confidential information of a similar nature.
7. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County's prior written consent, which County may first need to obtain from EagleView.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

**AUTHORIZED USER (Contractor/Collaborator):**

Name / Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/ZIP: \_\_\_\_\_

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

**AUTHORIZED BY (LAR-IAC Member Organization):**

Name / Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/ZIP: \_\_\_\_\_

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

**APPROVED BY (County's LAR-IAC Project Director):**

Name / Title: Steven J. Steinberg / Geographic Information Officer

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

Note: Submit completed form and a copy of the contract between the Authorized Entity and the Authorized User that details the "Project" to Dr. Steven Steinberg, LAR-IAC Project Director, at [SSteinberg@isd.lacounty.gov](mailto:SSteinberg@isd.lacounty.gov) with a copy (cc) to An Dang, LAR-IAC Project Manager, at [ADang@isd.lacounty.gov](mailto:ADang@isd.lacounty.gov) for review and approval.

ATTACHMENT "C"

ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)

CYCLE 3 PARTICIPATION COST SCHEDULE

Agency	Cost
Aliso Viejo	\$ 6,000
Anaheim	\$ 13,000
Brea	\$ 10,000
Buena Park	\$ 6,000
Costa Mesa	\$ 10,000
Cypress	\$ 6,000
Dana Point	\$ 6,000
Fountain Valley	\$ 6,000
Fullerton	\$ 10,000
Garden Grove	\$ 10,000
Huntington Beach	\$ 10,000
Irvine	\$ 13,000
Laguna Beach	\$ 6,000
Laguna Hills	\$ 6,000
Laguna Niguel	\$ 6,000
Laguna Woods	\$ 6,000
La Habra	\$ 6,000
Lake Forest	\$ 10,000
La Palma	\$ 6,000
Los Alamitos	\$ 6,000
Mission Viejo	\$ 10,000
Newport Beach	\$ 10,000
Orange	\$ 13,000
Placentia	\$ 6,000
Rancho Santa Margarita	\$ 6,000
San Clemente	\$ 10,000
San Juan Capistrano	\$ 6,000
Santa Ana	\$ 10,000
Seal Beach	\$ 6,000
Stanton	\$ 6,000
Tustin	\$ 10,000
Villa Park	\$ 6,000
Westminster	\$ 6,000
Yorba Linda	\$ 10,000
MWDOC	\$ 50,000
OCWD	\$ 50,000
Orange County Mosquito and Vector Control District	\$ 6,000