



ORDER SCHEDULE NUMBER: Q-13059
OPPORTUNITY ID: PL-0041388
EXPIRATION DATE: October 20, 2023
ACCOUNT MANAGER: Paulina Zubatov

BOS Agreement 23-169

+ ORDER SCHEDULE

This order schedule (the "**Order Schedule**") is entered into by and between the Parties listed below, is effective as of the Contract Effective Date, and is subject to the Terms and Conditions set forth below (the "**Agreement**"). All capitalized terms used in this Order Schedule but not otherwise defined herein shall have the meanings set forth in the Agreement. The terms of this Order Schedule shall control and govern over any inconsistent or conflicting terms of the Agreement.

ACCEPTED AND AGREED:

By signing this Order Schedule, the undersigned represents that: (i) I am an authorized Licensee signatory; (ii) I agree to the terms and conditions of this Order Schedule.

LICENSEE:

Signed By:

Name: Steve Dunicliff

Title: Interim Cannabis Director

Date:

PLANET:

Signed By:

Name: Ashley Johnson

Title: CFO/COO

Date: 15 September 2023

DocuSigned by:

Ashley Johnson

3F8103AFF3694F1...

PARTIES

Licensee

Entity Name: Mendocino County

Address: 860 N Bush St, Ukiah, California
95482
United States

Planet Entity

Entity Name: Planet Labs PBC

Address: 645 Harrison Street, 4th Floor, San
Francisco, CA 94107
United States

TERM

Contract Effective Date: October 1, 2023

Contract End Date: September 30, 2024

Contract Duration: 12 Months



ORDER SCHEDULE NUMBER: Q-13059
OPPORTUNITY ID: PL-0041388
EXPIRATION DATE: October 20, 2023
ACCOUNT MANAGER: Paulina Zubatov

PRODUCTS AND SERVICES

Line Item	Quantity	Unit of Measure	Start Date	End Date	Net Price
SkySat Flexible Tasking for Government; Perpetual; Single-Entity; Internal Use Rights	23778	Per Sqkm	October 1, 2023	September 30, 2024	\$321,000.00
Fixed Term Project Hourly Rate - Services for Government; 12 month subscription; Single-Entity; Services	108	Per Hour	October 1, 2023	September 30, 2024	\$30,240.00
Grand Total:					USD \$351,240.00

PAYMENT TERMS

The prices quoted herein will remain valid through the Expiration Date above. The invoice date is determined by the Billing Start Date and Billing Frequency indicated below. Planet will provide an invoice that includes the Fees (and any applicable taxes), which are due and payable in accordance with the payment terms set forth below and the terms of the Agreement.

Billing Start Date:	Same as Contract Effective Date	Payment Terms:	Net 30	Billing Frequency:	Annual in advance
----------------------------	---------------------------------	-----------------------	--------	---------------------------	-------------------



ORDER SCHEDULE NUMBER: Q-13059
OPPORTUNITY ID: PL-0041388
EXPIRATION DATE: October 20, 2023
ACCOUNT MANAGER: Paulina Zubatov

TERMS AND CONDITIONS

Agreement: This Order Schedule is subject to the terms and conditions of the Master Content License Agreement located at https://assets.planet.com/docs/Master_Content_License_Agreement_2022.2.pdf.

Definitions: The definitions applicable to this Order Schedule are located at: https://assets.planet.com/docs/General_Definitions_2022.pdf

Usage Rights: "Internal Use Rights" means the right to: (i) use, access, and view Content through the Platform; (ii) download, reproduce, store, display, and print Content; and (iii) create Derivative Products; all for Licensee's own internal, Noncommercial business purposes.

User Group: "Government" means any single department, agency, ministry, or division of a country's government (federal/national, state/provincial, county, local, municipal levels).

Content Territory: United States

If Line Items above include Services or SkySat Tasking, the following supplemental terms shall apply, as applicable:

Services: https://assets.planet.com/docs/Services-Terms_2022.pdf
Exhibit A attached hereto and incorporated by this reference.

SkySat: Flexible Tasking https://assets.planet.com/docs/skysat_flexible_tasking_v2022.1.pdf

AMENDMENTS:

1. Notwithstanding anything to the contrary in Section 11.1 of the Master Content License Agreement, or Section 6.5 of the Services Terms, the terms of this Agreement may be made public by Licensee consistent with its obligations as a government entity.
2. Section 13.10 (Non-Solicit) of the Master Content License Agreement is hereby deleted in its entirety.
3. Section 13.4 (a)(ii) of the Master Content License Agreement and Section 11.2(i)(a) of the Services Terms are hereby deleted and replaced with the following language:

"Any lawsuit relating to this contract shall be filed in Mendocino County Superior Court, Mendocino County, California."

This Order Schedule, may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.



Exhibit A

Statement of Work

1.0 Introduction

Upon execution of the Order Schedule, and in consideration for the payment of the applicable fees, Planet will perform services (the “**Services**”) for the **Government of Mendocino County** (the “**Licensee**”) as described in this Exhibit A. All capitalized terms used and not expressly defined in this Statement of Work will have the meanings given to them in the Order Schedule or Agreement.

2.0 Scope of Services

Planet shall provide Services to the Licensee by fulfilling Service Orders, delivering a total number of Services hours as defined by the Order Schedule. All Services will be initiated with a Service Order with clearly identified requirements agreed upon by both Licensee and Planet.

Licensee may select Services from the following list of available Services.:

A. Architecture Workshops

If selected, Planet will:

- provide Architecture Workshops. Architecture Workshops may:
 - Ensure the alignment of Licensee use-cases with the technical capabilities provided by the Planet Platform
 - Design solution architectures, the essential components and how the Planet Platform will integrate. Examples include:
 - Physical, Network and Software Architectures
 - Existing geospatial software
 - User Interfaces
 - API Interfaces
 - Operations and Maintenance
 - Scalability, capability and performance
 - Creation of architecture diagrams of future-state of the enterprise, after integration with Planet, complete with API interfaces and HTTP requests

B. Training and Enablement

If selected, Planet will:

- provide training and enablement on all aspects of the Planet Platform. Topics may include:
 - Best practices for utilizing Planet Platform
 - Remote sensing basics
 - Using Planet imagery in your geospatial software (ArcGIS, QGIS or



- GEE)
- Python and Planet APIs
- Ordering imagery with Planet's Data and Orders APIs
- Constructing tool chains with Planet's Orders API: clipping, band math, registration, file formats conversion and more
- Ordering imagery with Planet's Subscriptions API
- Planet's Tasking API for ordering high resolution SkySat tasks
- Planet's Mosaics API and accessing and utilizing Planet Basemaps
- Finding the best pixels over areas of interest with Planet's Usable Data Mask 2 product

C. Integration Support

If selected, Planet will:

- provide integration support:
 - utilize Planet experts to augment Licensee development teams
 - avoid technical missteps and ensure integrations are build for scale and efficiently utilize Planet's APIs
 - Planet developers can deliver functional software that can be dropped into the Licensee enterprise. Examples may include:
 - Integration of Planet capabilities with new or existing analytic workflows
 - Integration of Planet capabilities with new or existing geospatial infrastructure
 - Integration of Planet imagery with Licensee's compute or analytics layer
 - Integration of Planet Platform with cloud or on-prem storage
 - Project planning
 - Virtual machine and server configuration
 - Database setup and configuration
 - Imagery storage integration
 - Imagery rendering
 - Server performance monitoring and integration
 - Server security and management
 - SkySat tasking monitoring and imagery ingest
 - Systems integration to include error and downtime alerting
 - Ongoing maintenance and support

3.0 Assumptions:

Planet has developed this proposal making the following assumptions:

- All Services will be initiated with a Service Order, in a form substantially similar to [Attachment 1](#) attached hereto, which Services Order will



clearly identify the selections made by Licensee, as mutually agreed to by the parties;

- perform all tasks specifically and reasonably assigned to it by Planet, including without limitation following the instructions of Planet;
- providing all information and deliverables as reasonably requested by Planet to facilitate Planet's performance hereunder;
- be and remain current in all of Licensee's financial obligations to Planet;
- if Licensee fails to provide assistance or cooperation reasonably necessary for Planet to carry out the Services described in this Services Order or fails to timely complete or comply with any Licensee Obligation hereunder, Planet's obligations may be suspended for a period of time corresponding to any delay. For the avoidance of doubt, any other obligations of Licensee shall not be affected by any delay or non-performance and any payments shall be made when originally due.

Planet Responsibilities:

- Timely communication with Licensee on scoped project tasks and questions.

Licensee Responsibilities:

- Timely communication with Planet on project requirements, feedback and questions.
- Clearly identify project requirements as Service Orders in writing in as much detail as possible.
- Attend regularly scheduled project meetings.

4.0 Schedule:

Planet will advise Licensee regarding the estimated number of hours expected to complete the requested services, and the schedule for delivery of each Service Order will be agreed upon by both Licensee and Planet and referenced within each Service Order.

5.0 Pricing & Payment:

The pricing is as set forth in the Order Schedule and shall be billed and paid for as set forth therein. Services hours must be used by the end of the contract term or those Services hours shall automatically expire and be deemed delivered.



ATTACHMENT 1
SERVICE ORDER FORM

DATE:	
LICENSEE:	
LICENSEE POC:	
PLANET POC:	
SERVICE ORDER ACTIVITY SELECTION (CHECK ALL THAT APPLY):	A. Architecture Workshops___ B. Training and Enablement___ C. Integration Support___
ESTIMATED NUMBER OF HOURS REQUESTED:	
PERIOD OF PERFORMANCE/SCHEDULE:	
SERVICE ORDER DESCRIPTION:	
SERVICE ORDER DETAILS:	
DEFINITIONS:	
DELIVERABLES:	
Additional notes, if any:	

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 09/15/2023

DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: WOLJA21

Line Item: 862189

Grant: Yes No

Grant No.: G21-017

CONTRACTOR/COMPANY NAME

By: [Signature: Ashley Johnson]

Date: 15 September 2023

NAME AND ADDRESS OF CONTRACTOR:

Planet Labs PBC

645 Harrison Street, 4th Floor

San Francisco, CA 94107

COUNTY OF MENDOCINO

By: [Signature: Glenn McGourty]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 09/26/2023

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature: Arnap]
Deputy 09/26/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature: Arnap]
Deputy 09/26/2023

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature: Christian M. Curtis]
Deputy

Date: 09/15/2023

INSURANCE REVIEW:

By: [Signature: Darcie Antle]
Risk Management

Date: 09/15/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature: Li Ho]
Deputy CEO or Designee

Date: 09/15/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____