Council Meeting of
September 26, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Development - Approval of a Memorandum of Understanding for the Los Angeles Region Imagery Acquisition Consortium Program

Expenditure: Estimated Cost ($73,428)

RECOMMENDATION

The Community Development Director recommends that City Council:

1. Approve a Memorandum of Understanding (MOU) by and between the County of Los Angeles and the City of Torrance and authorize expenditure of $73,428 for updated digital aerial photography; and

2. Authorize the Mayor to execute and City Clerk attest to this Agreement.

FUNDING

The project will be funded by Capital Improvement Funding from FEAP #441.

BACKGROUND AND ANALYSIS

During early 2005 the County of Los Angeles invited cities, special districts and agencies to become participating entities in a project focusing on the acquisition of high resolution digital aerial imagery and associated products. Los Angeles County estimated a total project cost of $5.5 million and underwrote the project with more than $3 million of County funding. Many small, medium and large cities, including Los Angeles, Long Beach and Torrance recognized the economies of scale of the consortium approach and wrote letters of intent to join the project.

At project completion, each city will receive high resolution digital color aerial imagery and associated products, including oblique photography, contours, digital terrain models and infrared photography. The project deliverables will cover each entire

city extent plus a buffer from the city boundary into the surrounding area. The price that each entity will pay has been calculated from a formula based on both population and area. The project also involves a significant component for quality control checking that will relieve the individual cities from labor intensive quality checking tasks.

The last flight date for acquisition of black and white digital aerial photography for the City of Torrance was June of 2000. The City updates aerial photography on an approximate five year cycle and is due for a complete update. By joining the consortium, Torrance will obtain a wider range of product and coverage area for a more competitive price than could have been obtained on a project with local scope. Staff time will also be saved on many tasks such as project management and quality checking. City staff joined a technical advisory group composed of consortium members, enabling the project to draw on the combined staff knowledge and resources for technical decision making and project tasks.

By underwriting a proportion of the project with County funding, work started before all of the project contributions had been made. Vargis/Infotech was selected as project lead in October 2005 and flying commenced at the beginning of December 2005. The project has progressed well and the flying of the entire County was completed in March. Sample projects have been delivered to the County for three pilot areas. Delivery is scheduled to all project participants during the period July to October 2006. By signing the MOU and entering into a payment schedule, Torrance is participating in a significant cooperative agreement.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By: Felipe Segovia
FELIPE SEGOVIA
Building Regulations Administrator

CONCUR:

LeROY J. JACKSON
City Manager

JEFFERY W. GIBSON
Community Development Director

Attachment : A. Memorandum of Understanding
JG/cks1830

Attachment A

MEMORANDUM OF UNDERSTANDING FOR THE
LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) PROGRAM
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES

This Memorandum of Understanding ("Agreement") is made and entered into effective as of 26 September, 2006, by and among the County of Los Angeles, a political subdivision of the State of California ("County"), and the California cities, special districts and agencies set forth on Exhibit "A" attached to this Memorandum of Understanding and incorporated herein by this reference (such entities are hereinafter referred to collectively as the "Participating Entities" and each individually as a "Participating Entity"). The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the County has planned to acquire new digital terrain data sets and update its digital orthogonal and oblique aerial imagery in the winter of 2005/2006 (such acquisition, the "Project");

WHEREAS, the County has become aware that various Participating Entities have similar projects currently underway or plan to undertake similar projects in the near future;

WHEREAS, in order to avoid the duplication of efforts and cost by the County and the Participating Entities in connection with the Project, the Parties desire to pool their resources to collectively undertake the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide a vehicle for the collective undertaking of the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data (the "Digital Data") which may include, but shall not be limited to, geodetic points (including triangulation), digital terrain datasets, 2 foot elevation contours, 4 inch pixel resolution color orthogonal imagery, color oblique imagery and

near-infrared imagery. It is the intent of the Parties that Digital Data shall be acquired under this Agreement for all areas covered by the jurisdictions of the Parties.

2. Responsibilities of the County.

The County shall be responsible for the following:

A. Identify and provide specifications for the following types of Digital Data (or their derivatives):

i. Geodetic Control and Pre-marking
ii. Aerial Triangulation
iii. Digital Terrain Datasets (DSM, DTM and DEM)
iv. Contours with Two (2) Foot Interval
v. Color Orthogonal Imagery with Four (4) Inch Pixel Resolution
vi. Color Orthogonal Imagery with One (1) Foot Pixel Resolution (only for national forest lands)
vii. Color Oblique imagery (community and neighborhood shots)
viii. Near -infrared imagery
ix. Elevation Contours with Five (5) Foot Interval (only for national forest lands)
x. Quality Control Reports

B. Develop all necessary procurement documents (the "Procurement Documents") for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

C. With the cooperation of the Participating Entities, select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and manage the entire acquisition and administration process.

D. With the assistance of one or more selected contractors, provide quality control ("QC") for all Digital Data delivered under this Agreement.

E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entities as the Parties shall further determine.

F. Provide monthly reports to the Participating Entities on the status of the Project.

3. Responsibilities of the Participating Entities.

The Participating Entities shall be responsible for the following:

A. Where feasible, participate in the selection of a contractor or contractors to provide services in connection with the Project.

B. Where feasible, participate in the preparation of all documentation required for the Project; including review, comment and revision of documents prepared by the County in connection with the acquisition and administration of the Digital Data, including, but not limited to, the Procurement Documents.

C. Where feasible, participate in identifying and providing technical specifications for the Digital Data (or their derivatives).

D. Where feasible, provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

4. Mutual Responsibilities.

The Parties hereto shall be mutually responsible for the following:

A. Finance the acquisition and administration of the Digital Data, including, but not limited to, costs related to QC and distribution thereof. The total cost of such acquisition and administration (the "Total Cost") shall be allocated among the Parties The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as such Party's "Maximum Contribution." The Maximum Contribution of a Participating Entity hereunder shall be the amount set forth in that certain letter of intent (the "Letter of Intent") attached hereto as Exhibit "B". Each Participating Entity will transfer its Maximum Contribution to a special trust account to be established by the County for this purpose (the "Trust Account") and as further described in Paragraph 5 of this Agreement.

B. In the event that the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of Trust Account.

A. A Participating Entity shall have the following options in paying its Maximum Contribution to County hereunder:

i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.

ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) sixty percent (60%) by September, 2006; and (b) forty percent (40%) upon delivery of Digital Data, but in any event no later than November, 2006.

B. The Trust Account to be established by County under this Agreement shall be subject to the following:

i. All funds held in the Trust Account shall be used solely for the payment of qualified contractors selected by County to provide goods and services in connection with the Project, including, but not limited to, the performance of re-flights for the purpose of updating the Digital Data.

ii. Any funds held in the Trust Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered and distributed as shall be determined by each Participating Entity based on their prorated share of the total Consortium Program Cost.

6. General Terms and Conditions.

A. This Agreement shall take effect as of 26 September, 2006 and shall remain in effect through September 30, 2007.

B. The term of this Agreement may be extended by the mutual written agreement of the Parties.

C. Any royalties or other payments received by County from any third party as compensation for the use of or access to the Digital Data (or any portion thereof) shall be deposited into and administered as part of the Trust Account.

D. It is the intention of the Parties that each Participating Entity shall receive with the delivery of the Digital Data an unlimited perpetual license to use the Digital Data in its own operations, with an unlimited number of seats; including, but not limited to, intranet applications, copying and printing.

E. Each Participating Entity shall have the right to transfer the Digital Data to any of its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, each Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by the terms of such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement shall be in a form to be determined and mutually agreed to by the Parties.

F. Each Participating Entity will have a license to publish orthogonal imagery, contours and digital terrain datasets on its internet web sites with a maximum resolution of one (1) foot for orthogonal imagery.

G. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity will not have the right to sell, resell or otherwise transfer its license to use the Digital Data to any other person or entity.

H. This Agreement may be amended or modified by County based on theater collaboration and consultation with the Participating Entities.

I. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and excusive benefit of the Parties hereto.

J. No Party may terminate its participation under this Agreement after an execution of contract(s) for acquisition of Digital Data without the prior written consent of County.

K. Any other California city, special district or agency may become a Participating Entity under this Agreement if (i) the participation of such entity is approved by a majority vote of the Participating Entities, (ii) such entity executes this Agreement, and (iii) such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the Trust Account and administered in accordance with sub-paragraph 5.B of this Agreement.

L. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding for the Los Angeles Region Image Acquisition Consortium Program on the date first indicated above.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING FOR THE
LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) PROGRAM
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES

EXHIBIT A

CITY OF TORRANCE

By _____
FRANK SCOTTO
Mayor

ATTEST:

_____
SUE HERBERS
City Clerk

APPROVED AS TO FORM:

By _____
JOHN FELLOWS III
City Attorney

COUNTY OF LOS ANGELES

By _____
JON FULLINWIDER
Chief Information Officer

EXHIBIT B

CITY OF
TORRANCE

COMMUNITY DEVELOPMENT DEPARTMENT

JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR

April 8, 2005

Mr. Jon W. Fullinwider
Chief Information Officer
County of Los Angeles
500 West Temple Street, Suite 493
Los Angeles, CA 90012

Dear Mr. Fullinwider:

It is our intent to participate in the Los Angeles Region Imagery Acquisition Consortium for the purpose of acquiring 4-inch color orthogonal, digital terrain model (DTM) with 2-feet contours, 4-inch color oblique and infrared products for the City of Torrance. We understand that the estimated cost will not exceed $73,428.00. Recognizing that our final commitment is contingent on City Council approval, it is understood that this approval must be obtained prior to the County entering into a firm contract with the selected vendors based on a competitive solicitation.

If you have questions regarding our intent, please contact Jenny Gough, Systems Analyst GIS at 310-618-2832 (telephone), 310-618-2846 (fax), and jgough@torrnet.com.

Very truly yours,

JEFFERY W. GIBSON
Community Development Director

cc J. Gough, CDD
JG/cks1565