Council Meeting of
May 13, 2008

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

Members of the Council:

SUBJECT: Community Development – Approval of a Participant Agreement for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC 2) Program

Expenditure: Estimated Cost : $44,057

RECOMMENDATION

Community Development Director recommends that City Council:

1. Approve a Participant Agreement by and between the County of Los Angeles and the City of Torrance and authorize expenditure of $44,057 for updated digital aerial photography; and

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

FUNDING

Funding is available from operating budgets of participating departments.

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 participated in the first phase of the project.

In late 2006, at first phase completion, each city received high resolution digital color aerial imagery and associated products, including oblique photography, contours, digital terrain models and infra red photography. The project deliverables covered each entire city extent plus a buffer from the city boundary into the surrounding area. The price that each entity paid was calculated from a formula based on both population and area. The City participants were Public Works, Airport, Safety, Community Development and other divisions that require access to detailed aerial photography.

In 2007 the City signed a letter of intent to participate in the second phase of the consortium project. Once again, 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. From lessons learned, it was possible to make savings and also combine the flying for different products, significantly reducing the price of the second phase. Additionally, there was a small refund, since the first phase had attracted enough participants to raise funding above the required expenditure. The refund was applied to reduce the pricing in Phase Two.

Phase Two of the project is progressing well. Flying and initial quality checking is complete, with an expected delivery to cities in December 2008. By contributing to 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. By signing the Phase Two participative agreement and entering into a payment schedule, Torrance is continuing to share in a significant cooperative agreement that benefits all contributors.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By: _____
FELIPE SEGOVIA
Building Regulations Administrator

CONCUR:

_____
LeROY J. JACKSON
City Manager

_____
JEFFERY W. GIBSON
Community Development Director

Attachment: A. Participant Agreement
JG/cks2077

PARTICIPANT AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES
FOR THE
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM (LAR-IAC 2)
PROGRAM

This Participant Agreement ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California ("County"), and City of Torrance, a California city, special district, or agency. Each individual city, district, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2007/2008 (the "Project");

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

C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and

D. **WHEREAS**, the Parties intend to participate in 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 participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A (the "Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. Responsibilities of County

A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.

B. Develop all necessary 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. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter manage the entire acquisition and administration of the Project.

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 Entity upon Project completion.

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

3. The Participating Entity has the right to

A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).

B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

4. Mutual Responsibilities; Maximum Contribution

The Parties shall be mutually responsible for the following:

A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (the "Total Cost") shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a special trust account, which has been established by the County for this Project (the "Trust Account") and as further described in Paragraph 5 of this Agreement.

The Maximum Contribution of the Participating Entity shall be **$44,057**.

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) fifty percent (50%) of the Maximum Contribution upon signature of this Agreement; and (b) fifty percent (50%) upon delivery.

B. The Trust Account established by County in connection with the Project shall be subject to the following:

i. All funds held in the Trust Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.

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 returned to Parties based on their prorated contribution to the total costs of the Project.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license to use, modify, edit, reuse, reproduce, translate, create derivatives or compilations and/or of other works based upon the Digital Data and to combine the digital data with the other contents selected by the Participating Entity in its own operations, with an unlimited number of seats; including, but not limited to, Internet and intranet applications, copying and printing.

D. The Participating Entity shall have the right to transfer, sublicense and distribute in any form of media either now known or hereinafter desired the Digital Data to any of its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the 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 such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B ("Authorized User Confidentiality and Non-Disclosure Agreement").

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

F. This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

G. 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.

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

I. Any other California city, special district or agency may become a Participating Entity under this Agreement if (i) such entity executes this Agreement, and (ii) 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.

J. 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 Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium (LAR-IAC 2) Program on the date indicated below.

CITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Dated: _____

COUNTY OF LOS ANGELES
CHIEF INFORMATION OFFICE

By:_____
Richard Sanchez
Chief Interim Information Office

Dated: _____

ATTACHMENT A

DIGITAL DATA

Digital Aerial Orthogonal Imagery

- 4 inch pixel resolution for Areas 1 and 3 (see Map 1 below)
- 1 foot pixel resolution for Area 2 (see Map 1 below)

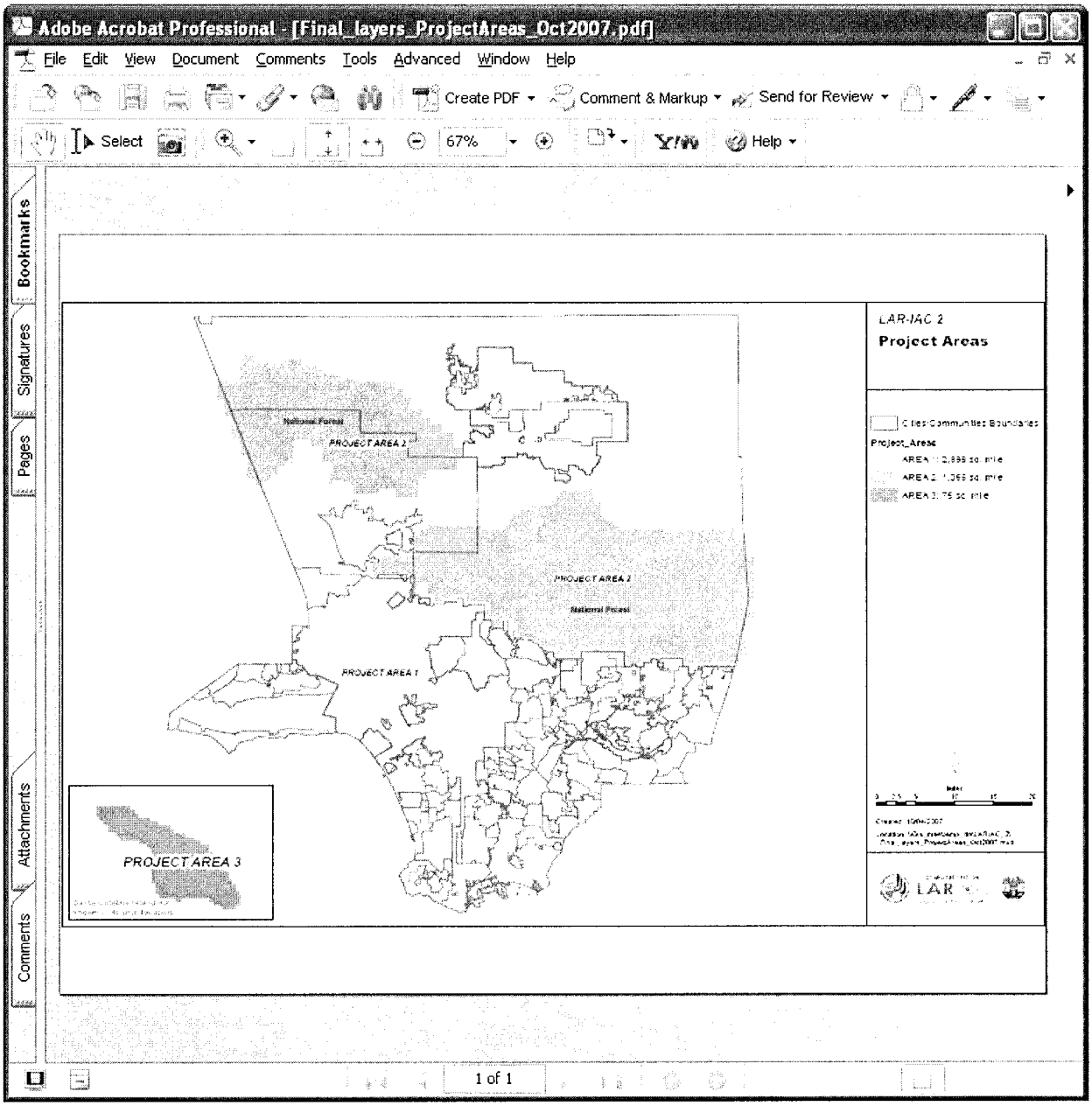
Digital Aerial Oblique Imagery

- 4 inch pixel resolution (neighborhood and community shots) for Area 1 (see Map 2 below)
- 12 inch pixel resolution (community shots only) for Area 2 (see Map 2 below)

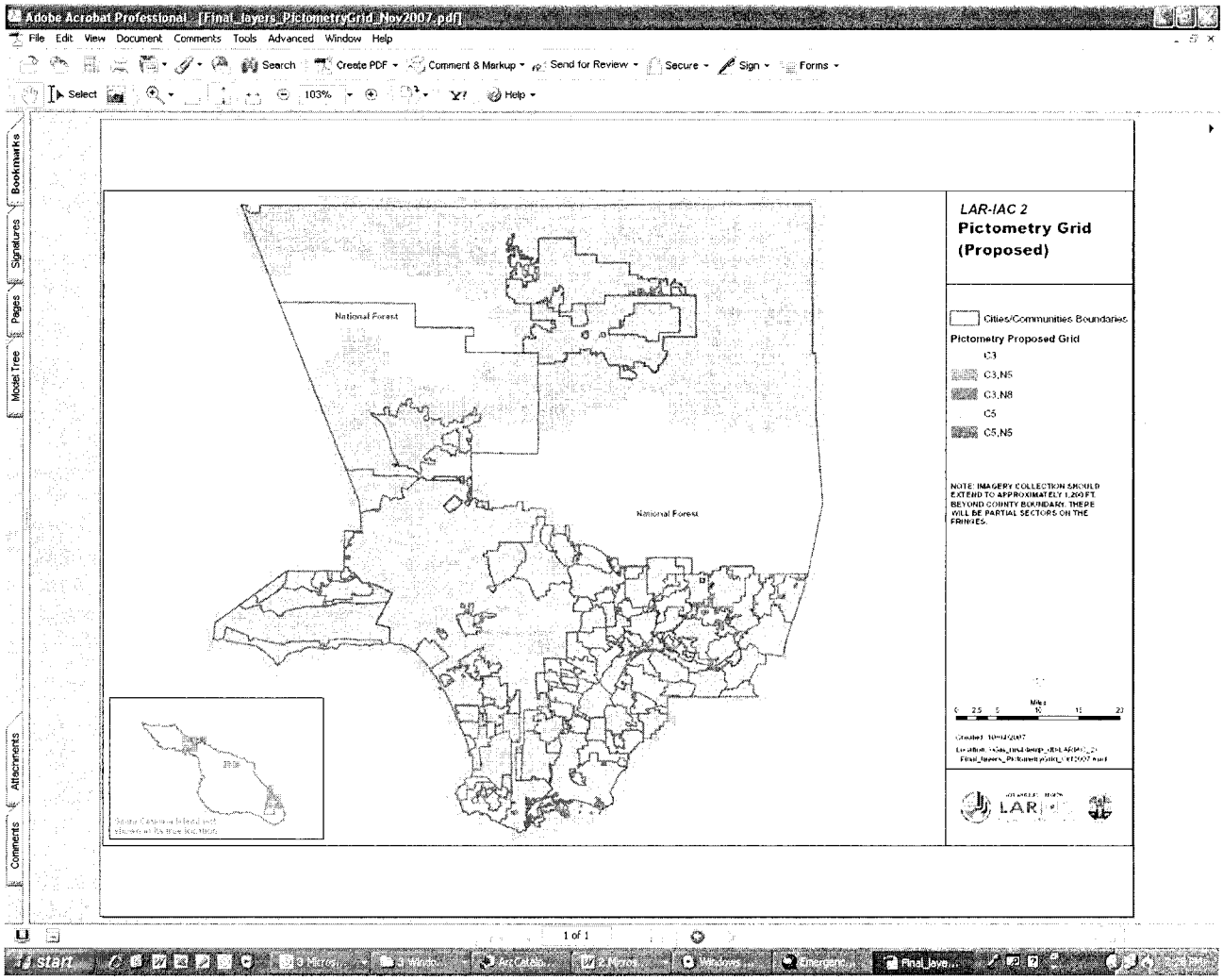
Digital Terrain Model

- Updated digital elevation model for areas of significant change

Map 1: Areas 1, 2 and 3 for Orthogonal Imagery Products



Map 2: Areas 1, 2 and 3 for Oblique Imagery Products



ATTACHMENT B

LAR-IAC 2 AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

LOS ANGELES REGIONAL IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 2 AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

A. Pictometry International Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and the County of Los Angeles have entered into a certain agreement dated _____, 2008 ("Agreement") for delivery of licensed digital mapping data and software ("Products") to the County. Under the agreement, certain governmental entities ("Authorized Entities") which participate in the LAR-IAC are granted copies of the Products through a Participant Agreement with the County.

B. Section 11.2 of the Agreement states: "As used in this Agreement, the term "Authorized Users" shall mean (i) the employees of Authorized Entities, (ii) employees of Authorized Entities, including County Departments and Authorized Participants, doing business with or on behalf of the Authorized Entities for those particular Authorized Entity projects; (iii) contractors and consultants using the Licensed Products at the facilities of the Authorized Entities, and (iv) any contractors and consultants of the Authorized Entities designated by Contractor to use the Licensed Products outside the facilities of Authorized Entities for those particular Authorized Entity projects."

C. The undersigned is an Authorized User of the County or Authorized Entity and desires to use the 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 or the County (the "Purpose").

1. GRANT OF RIGHTS

The undersigned understands and agrees that the Products contain trade secret and confidential information ("Confidential Information") of Pictometry. Under this Authorized User Confidentiality and Non-Disclosure Agreement, it may use the Products solely for the Purpose, which right is nonexclusive, nontransferable, and non-assignable, from the Effective Date hereof until expiration or termination.

To the extent any Confidential Information is revealed through the use or operation of the Products, the Authorized User agrees that it will not make use of, disseminate, or in any way disclose Confidential Information without Pictometry's prior written consent.

IN WITNESS WHEREOF, the Undersigned have caused their duly authorized representatives to execute and deliver this Agreement as of the date first set below.

Authorized Entity	**Authorized User**
Name: _____	Name: _____
Organization: _____	Organization: _____
Address: _____	Address: _____
_____	_____
City/Zip: _____	City/Zip: _____
Phone: _____	Phone: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Note: Authorized Entities shall keep a signed copy of this document for the duration of the contract.

PARTICIPANT AGREEMENT WITH LOS ANGELES REGION IMAGE ACQUISITION CONSORTIUM – FUNDS DISBURSEMENT

ACCOUNT CODE	DOLLAR AMOUNT
1001-49-4912-491201-4700 (Permits)	$28,000.00
6401-98-9811-981108-4700 (Water Admin)	$4,000.00
6801-81-8310-831001-4700 (Sewer)	$4,057.00
6001-95-9507-950721-4700 (Airport)	$4000.00
6001-95-9507-950721-3767 (Airport)	$500.00
6001-95-9507-950721-4131 (Airport)	$3500.00

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