

MEETING DATE: 11/14/05

AGENDA ITEM: Authorization to Execute a Memorandum of Understanding (MOU) with the County of Los Angeles to Obtain Citywide Aerial Photography.

**ATTACHMENTS**

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## COUNTY OF LOS ANGELES

### CHIEF INFORMATION OFFICE

500 West Temple Street  
493 Kenneth Hahn Hall of Administration  
Los Angeles, CA 90012

JON W. FULLINWIDER  
CHIEF INFORMATION OFFICER

Telephone: (213) 974-2008  
Facsimile: (213) 633-4733

September 29, 2005

John Rico  
City of Culver City  
9770 Culver Blvd.  
Culver City, CA 90232-0507

Dear Mr. Rico:

**Re: Los Angeles Region – Imagery Acquisition Program (LAR-IAP)**  
**Memorandum of Understanding**

Thank you for your interest and support of the Los Angeles Region - Imagery Acquisition Program (LAR-IAP). Your participation in the LAR-IAP will provide you and the other participants with high quality aerial imagery at a substantial savings when compared to acquiring similar products independent of the consortium. As we proceed with the project and as a follow-up to your Letter of Intent, we are requesting that you review and sign the attached Memorandum of Understanding (MOU). The MOU is the binding agreement that identifies each party's roles and responsibilities pertaining to the IAP, and provides the mechanism for making payment(s) to the County IAP Trust Account.

Based on the payment option selected in Section 5.ii of the MOU, please submit your payment(s) based on the following:

1. Check(s) made payable to "The County of Los Angeles"
2. Indicate LAR-IAP in the memo field of the check
3. Mail to:

Chief Information Office  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 493  
Los Angeles, CA 90012

Attention: Julia Lee, Administrative Officer

John Rico  
September 29, 2005  
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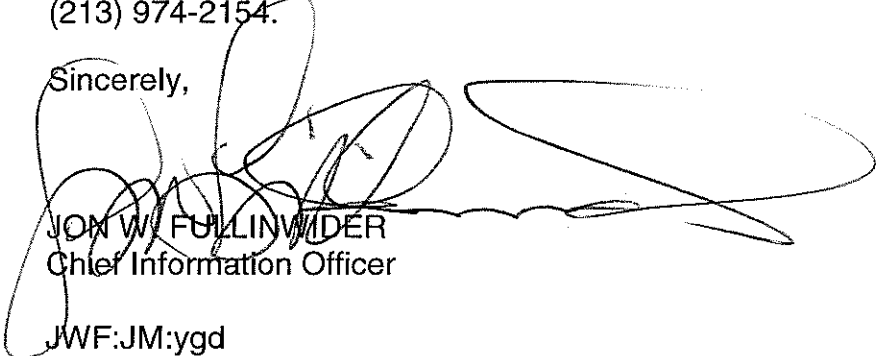
The Project Team is in negotiations with the selected contractor to provide the orthogonal and associated products. It is anticipated that flights will begin within the next 2-3 months. Pricing for your participation has not changed from that previously identified.

It is my intent to seek County Board of Supervisor approval to enter into an agreement with the selected contractor(s) at the regularly scheduled Board of Supervisors' meeting on October 18, 2005. In this context, your ability to sign and return the MOU to my office with your initial payment (based on payment option selected) by the end of October is essential.

As the project coordinator, I look forward to your participation. The collaborative approach taken in achieving the objectives of the IAP will improve the delivery of public services and reduce the cost of imagery acquisition for all participants. This initiative is clearly in concert with our collective strategies for improving the way local governments do business by collaborating in areas of common value and interest.

If you have questions regarding the execution of the MOU and the transfer of funds to the County, please call me at (213) 974-2008 or John McIntire, Associate CIO, at (213) 974-2154.

Sincerely,



JON W. FULLINWIDER  
Chief Information Officer

JWF:JM:ygd

Attachment

c: David E. Janssen, Chief Administrative Officer  
J. Tyler McCauley, Auditor-Controller

P:\Drafts\CityMOUCover4.doc

**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 \_\_\_\_\_, 2005, 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) twenty percent (20%) by October, 2005; (b) forty percent (40%) by April, 2006; and (c) forty percent (40%) upon delivery of Digital Data, but in any event no later than September, 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 reflights 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 those Participating Entities whose collective Maximum Contributions comprise over fifty percent (50%) of the Total Cost of the Project hereunder.

6. General Terms and Conditions.

A. This Agreement shall take effect as of \_\_\_\_\_, 2005 and shall remain in effect through \_\_\_\_\_, 2006.

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 after 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 exclusive 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 subparagraph 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.

[SIGNATURES OF PARTIES TO BE SET FORTH BELOW]

EXHIBIT A

[Sample Signature Page]

**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

[Insert the signature box for person(s) in authority to bind your agency to this Agreement]



INFORMATION TECHNOLOGY

CITY OF CULVER CITY

9770 CULVER BOULEVARD, CULVER CITY, CALIFORNIA 90232-0507

(310) 253-5950

FAX (310) 253-5830

April 28, 2005

Mr. Jon W. Fullinwider, Chief Information Officer  
County of Los Angeles  
500 W. 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-foot contours, 4-inch color oblique and infrared products for the City of Culver City. We understand that the estimated cost will not exceed \$23,479. Recognizing that our final commitment is contingent on Culver 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 John Richo, Information Technology Director at:

Phone: 310-253-5950

Fax: 310-253-5830

E-mail: [john.richo@culvercity.org](mailto:john.richo@culvercity.org)

Sincerely,

A handwritten signature of John Richo in black ink, written over a horizontal line.

Signature

The printed name "JOHN RICH" in black ink, written over a horizontal line.

Print Name

The handwritten title "DIRECTOR IT" in black ink, written over a horizontal line.

Title

The handwritten date "5-6-05" in black ink, written over a horizontal line.

Date

## PARTICIPATING AGENCIES

|    |                               |
|----|-------------------------------|
| 1  | COUNTY LOS ANGELES            |
| 2  | AGOURA HILLS                  |
| 3  | ARCADIA                       |
| 4  | BEVERLY HILLS                 |
| 5  | BURBANK                       |
| 6  | CALTRANS(A)                   |
| 7  | CARSON                        |
| 8  | CERRITOS                      |
| 9  | CULVER CITY                   |
| 10 | EL SEGUNDO                    |
| 11 | GLENDALE                      |
| 12 | INGLEWOOD                     |
| 13 | LA HABRA HEIGHTS              |
| 14 | LAKEWOOD                      |
| 15 | LAUSD                         |
| 16 | LONG BEACH                    |
| 17 | LOS ANGELES (LA DWP INCLUDED) |
| 18 | LYNWOOD                       |
| 19 | MALIBU                        |
| 20 | MANHATTAN BEACH               |
| 21 | MONROVIA                      |
| 22 | NORWALK                       |
| 23 | PALMDALE                      |
| 24 | PASADENA                      |
| 25 | SANTA CLARITA                 |
| 26 | SANTA MONICA                  |
| 27 | TORRANCE                      |
| 28 | WESTLAKE VILLAGE              |



## About VARGIS

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### The Company

VARGIS LLC is a leading provider of integrated GIS solutions to the government, utility and commercial market verticals. Driven by its experienced management team and skilled and enthusiastic employees, VARGIS' expertise extends from photogrammetry and associated data services to software development and implementation, system integration and consultancy services. We are committed to helping clients across specific industries improve their speed to market, optimize resources and reduce costs, thereby creating measurable business impact.

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### Executive Profiles

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[Gregory B. Tilley](#)

President

[Alan R. Sneyd](#)

Chief Operating Officer

[Gerhard Sehnalek](#)

Director of Technical Services

[Bob Montgomery](#)

Director of Sales and Marketing

[Ben Davenport](#)

GIS Solutions Architect

[Bill Folchi](#)

Member, Board of Directors

### Company History

Since its inception in 1995, VARGIS has gained prominence as prime contractor on some of the largest civilian mapping projects in the United States, including statewide programs in Texas, Michigan, New York and Virginia. Through these and other projects VARGIS has gained industry-recognized expertise for outstanding management and quality assurance processes that ensures delivery on time, to quality and to budget. Due to the significant level of experience and quality that VARGIS applies on its projects, our customers can rely on a first-time acceptance rate in excess of 98%.

With almost a decade of experience in providing high quality mapping and data services projects, VARGIS is now proud to be part of a global geospatial services group delivering solutions to industry and government customers around the world. This brings added strengths to VARGIS including our ability to offer a complete and integrated set of software services delivered on all major GIS technologies. Existing and new customers and business partners will now benefit from the extensive capacity, domain and technology expertise that VARGIS can now leverage from group offices and development centers worldwide.

In January 2004 VARGIS LLC became a wholly owned subsidiary of Infotech Software Solutions, Inc. of Riverside California. The Infotech group operates facilities and offices across North America, Europe and Asia. Since inception in 1991, the Infotech Group has grown exponentially by serving many companies worldwide with a commitment to achieving the highest levels of quality. Infotech currently employs over 2,000 professionals worldwide, with over 1000 dedicated to geospatial and mapping services. Infotech is one of a select list of companies, worldwide, that has achieved and conforms to both ISO-9001: 2000 and SEI-CMMI Level-5 certifications ensuring outstanding quality procedures in every project.

## Company History

**Pictometry is located in Rochester, New York, the "Imaging Capital of the World."**

Pictometry is a unique, patented information system that combines aerial imaging with a state of the art software system that has the ability to provide visual information unlike any other system available. While Pictometry libraries contain orthogonal (straight down) images like ordinary aerial imaging, over 80% of Pictometry's images are oblique (taken from angles) so that features can be easily seen in their entirety. Within seconds, using Pictometry's software, a user can literally see everywhere, measure anything and plan everything. This means that clients can literally view and analyze any house, building, intersection, fire hydrant, tree or any feature in their area from their laptop or workstation. Features can be viewed from at least three and up to twelve different directions. The images are all in a full color, high resolution, digital format. Pictometry does not utilize or produce authoritative or definitive information (surveying) from its aerial images, but is a second order visualization tool that supports the many needs of its customers in their market segments.

### Corporate Milestones:

1996 - Steve Schultz begins development of capture and display system.

1998 - Proof of concept system functional.

2000 - Pictometry International Corp formed. New CEO Richard Kaplan aligns product and business plan. Technology is reworked to create the current product line. Company achieves first sale and revenue generation.

2001 - First major installation - Arlington County, VA. Company closes eight other counties and several custom installations during its first complete fiscal year of operation.

2002 - Company achieves over 75% growth for second fiscal year during a time of economic recession, massive layoffs in corporate America, and cuts in government spending. The company's customer list expands to over 40 counties and the State of Massachusetts. Company begins marketing to private industries such as engineering and architectural firms, title companies, real estate developers, and others.

2003 - Company triples its sales force of district managers and experiences dramatic growth of over 400% for its third fiscal year.

2004 - Company's customer base expands to over 125 counties. Presently negotiating contracts with over 300 counties, numerous states and federal agencies, international opportunities, and private business applications.

### Notable Applications:

- A 9-1-1 operator using Pictometry helps locate a cellular call for help from someone needing emergency medical assistance. The caller did not know the address of the location, and in less than a minute, the 9-1-1 Center found it using Pictometry.
- Pictometry helps a county GIS Department and Appraisal Staff dramatically reduce their number of site visits by 70%.
- Pictometry selected by the United States Geological Survey to provide the preliminary digital camera calibration system for the U.S. Geological Survey (USGS) at the Earth Resource Observation Systems (EROS) Data Center.
- Pictometry images used by Arlington Fire Department on scene during the Pentagon incident on September 11, 2001.
- Documenting the aftermath of 9/11 in New York City - Pictometry's capabilities were brought to bear on the World Trade Center site by a group of state and federal agencies which included the NYS Office for Technology, NASA, and the Institute for the Application of Geospatial Technologies. Pictometry's imagery and information system were used by the New York City Fire Department and the Federal Government (FEMA, EPA).