

**PARTICIPANT AGREEMENT BY AND BETWEEN THE
COUNTY OF LOS ANGELES
AND PARTICIPATING ENTITIES FOR THE
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7
("LARIAC7") PROJECT**

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This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **Sanitation Districts of Los Angeles County**, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, 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 2023 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 ("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 the 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.
- D. Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

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 (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 LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement.

The Maximum Contribution of the Participating Entity shall be \$138,683.

B. In the event 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 LARIAC Account

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the 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 its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

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

- i. All funds held in the LARIAC 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 LARIAC 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. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data,

and combine the data with other contents selected by the Participating Entity in its own operation, 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 any form of media either now known or hereinafter desired the Digital Data to 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 (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 7 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 exclusive 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, agency, or educational institution 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 LARIAC Account and administered in accordance with subparagraph 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 7 Program on the date indicated below.

PARTICIPANT ENTITY
Sanitation Districts of Los Angeles County

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: _____

By: _____

Date: _____

Date: _____