

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

728



FROM: Larry W. Ward, Assessor-County Clerk-Recorder

SUBMITTAL DATE:
September 16, 2014

SUBJECT: Amendment No. 2 to the License Agreement with Pictometry International Corporation for additional service that will improve discovery and detection of changes in assessed properties. Districts: All. [Total Cost: \$15,102.40]; Department Revenue.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and authorize the purchasing agent to execute the Second Amendment to the Agreement for Professional Services with Pictometry International Corporation for proprietary software called ChangeFinder™ for the Assessor-County Clerk Recorder to increase FY 14/15 cost from \$37,975.50 by \$15,102.40 to a new total of \$53,077.90;
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to execute administrative amendments that do not change the substantive terms of the agreement, including adjustments to the cost provided that the unit cost increases do not exceed the CPI.

BACKGROUND: Summary

On November 6, 2012, The Board approved Pictometry International Corp. (Pictometry) as a sole provider of aerial images taken from an oblique perspective and packaged with an application that supports: 1) storage and viewing of images of a location from different compass directions; 2) measurement of elevation, structure height, and ground distance from oblique images; and 3) location of a site by Assessor Parcel Number (APN) or Owner Name. As planned, Pictometry's aerial imagery technology will be integrated with the County's new property tax system currently being developed by Thomson-Reuters.

[Signature]
Larry W. Ward
Assessor-County Clerk-Recorder

FINANCIAL DATA			
COST	\$ 15,102.40	\$	\$ 15,102.40
NET COUNTY COST	\$ 0	\$	\$

Consent Policy

SOURCE OF FUNDS: Departmental Revenue **Budget Adjustment:** No
For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *[Signature]* 9/29/14
Samuel Wong

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 7, 2014
xc: ACR, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: November 6, 2012; #3.17
April 30, 2013; #3-3 **District:** **Agenda Number:**

3-3

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* RCT
 GREGORY P. PRAMOS 1/2/ND/DATE
 Departmental Concurrence
 CHRISTOPHER M. HANS
 CIO
 Purchasing: *[Signature]* Mark Seiler, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Amendment No. 2 to the License Agreement with Pictometry International Corporation for additional service that will improve discovery and detection of changes in assessed properties. Districts: All. [Total Cost: \$15,102.40]; Department Revenue.

DATE: September 16, 2014

PAGE: 2 of 2

BACKGROUND: Summary (continued)

It is essential for the Assessor-County Clerk-Recorder to retrieve detailed property information in order to perform and increase accuracy of desk appraisals. This can be achieved by the use of aerial imagery and data provided by Pictometry. This amendment will allow the County to secure additional services offered by Pictometry. The ChangeFinder™ application is a part of the Pictometry assessment platform that enables assessor's to identify and chronicle changes to a property over time. This particular application will provide appraisers the ability to visually compare property features, intended to detect and highlight changes resulting from new construction, additions and demolitions; and overlays the information on corresponding aerial imagery. Prior year's imagery is displayed in comparison to new imagery of a property in a side by side analysis for better visual validation.

Commercial and residential property changes are ongoing and may not be reported which can have a big impact on tax valuation. Uncovering this type of information can be time consuming and expensive. This particular application will help the Riverside County Assessor uncover these changes resulting in more accurate property records, accurately equalizing the tax base as well as bringing tax revenue into the county. The benefits to the County include:

- Reduce the time and expense of field assessments and allocate staff resources more efficiently
- View properties with restricted or difficult access
- Capture previously undetected taxable property changes in a region
- Improve communications during the appeal process using imagery
- Increase tax revenue by ensuring all changes are recorded

Impact on Citizens and Businesses

The Assessor's mission is to locate, inventory and value all taxable and exempt secured and unsecured property in Riverside County in accordance with the applicable constitutional, legislative and administrative provisions. This application will assist appraisers with appraising residential, commercial, and industrial properties and to support property valuations as mandated.

SUPPLEMENTAL:

Additional Fiscal Information

There is no additional impact on the general fund as this funding has been included in the department's budget.

Contract History and Price Reasonableness

In compliance with Board Policy H-11 (Acquisition and Management of Information Systems and Services), the Riverside County Information Technology has reviewed and recommended the approval of the following information technology acquisitions:

- Agreement with Pictometry – TSOC Approved - Tracking #24804 (8/27/12)
- Amendment No. 1 to the Agreement with Pictometry - Tracking # 26856 (4/18/13)
- Amendment No. 2 to the Agreement with Pictometry - Tracking # PR2014-01813 (9/4/14)

The net price for the services to be provided by Pictometry under this contract amendment is \$15,102.40. This amount includes a discounted pricing allowance for Pictometry *Connect Assessment* at no cost, a \$5,000.00 value.

ATTACHMENT:

Amendment No. 2 to the Agreement with Pictometry International Corporation.

**AMENDMENT NO. 2 TO AGREEMENT DATED 11/6/2012 BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry")
 AND
 RIVERSIDE COUNTY, CA ASSESSOR ("Customer")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated 11/6/2012 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

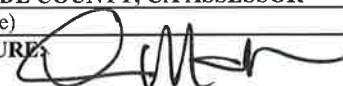

2. MODIFICATIONS TO AGREEMENT: This License Agreement Amendment is for additional deliverables, as noted in Section A, to the original License Agreement dated 11/06/2012. All other terms and conditions remain the same.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
4080 Lemon Street, 6th Floor	100 Town Centre Drive, Suite A
Riverside, California 92502	Rochester, NY 14623
Attn: Darin Del Pizzo,	Attn: Contract Administration
Phone: (951) 955-0362 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective only upon execution by duly authorized officers of Customer and Pictometry, respectively, and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
RIVERSIDE COUNTY, CA ASSESSOR	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: INES MARK	NAME: Linda Salpini
TITLE: PROCUREMENT CONTRACT SPECIALIST	TITLE: Sr VP of Finance
DATE: 10/22/14	EXECUTION DATE: 9/19/14
	DATE OF RECEIPT (EFFECTIVE DATE)

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

FORM APPROVED COUNTY COUNSEL
 BY: 
 NEAL R. KIPNIS DATE: 10/23/14

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C146494

BILL TO
Riverside County, CA - Assessment
Darin Del Pizzo
4080 Lemon Street,6th Floor
Riverside, California 92502
(951) 955-0362
ddelpizz@asrclrec.com

SHIP TO
Riverside County, CA - Assessment
Darin Del Pizzo
4080 Lemon Street,6th Floor
Riverside, California 92502
(951) 955-0362
ddelpizz@asrclrec.com

CUSTOMER ID	SALES REP
A116630	bgarcia

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
18878	ChangeFindr - Building Outlines with Client's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.35		\$6,607.30
18878	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.40		\$7,551.20
18878	ChangeFindr - PoolFindr (per Parcel)	A point shapefile identifying pools with a point will be provided with this deliverable. Pools will be labeled as "Above Ground", "In Ground" or "Undetermined" within the shapefile attribute table.	\$0.05		\$943.90
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFindr data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. License Term: 1 Year(s)	\$5,000.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$15,102.40
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¹Amount per product = ((1-Discount %) * Qty * List Price)

Product Spec Changes:

This project will cover 5 separate areas. Imagery sources for these areas are as follows. Client will provide a parcel file for each area and each base dataset (for a total of 5 parcel sets):

1. Corona Area (one base imagery dataset, 2005)
CARIVE05 vs. CARIVE12
2. Norco Area: (one base imagery dataset, 2005)
CARIVE05 vs. CARIVE12
3. Moreno Valley Area: (one base imagery dataset, 2009)
CARIVE09 vs. CARIVE12
4. Lake Elsinore Area: (one base imagery dataset, 2005)
CARIVE05 vs. CARIVE12
5. Mead Valley Area: (one base imagery dataset, 2009)
CARIVE09 vs. CARIVE12

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$3,775.60
Due at Shipment of ChangeFindr	\$11,326.80
 Total Payments	 \$15,102.40

PRODUCT PARAMETERS

CHANGEFINDER

Product:	ChangeFindr - Building Outlines with Client's Electronic Parcel Files
<i>Data Source – Base:</i>	Pictometry Imagery
<i>Imagery Capture Year – Base:</i>	2005
<i>Data Source – Comparison:</i>	Pictometry Imagery
<i>Imagery Capture Year – Comparison:</i>	2012
<i>Deck Identification:</i>	Included in Building Outlines
<i>Length of Sides Option Selected:</i>	Yes
<i>Coordinate System of Parcels/Deliverable:</i>	StatePlane, NAD83, CA Zone VI
<i>Regional Status Report Requested:</i>	Yes
<i>Special Instructions:</i>	Using 3 imagery datasets (area dependent) including 2009 which is not listed in the parameters.

Product:	ChangeFindr - Change Detection with Client's Electronic Parcel Files
<i>Data Source – Base:</i>	Pictometry Imagery
<i>Imagery Capture Year – Base:</i>	2005
<i>Data Source – Comparison:</i>	Pictometry Imagery
<i>Imagery Capture Year – Comparison:</i>	2012
<i>Deck Identification:</i>	Included in Building Outlines
<i>Length of Sides Option Selected:</i>	Yes
<i>Coordinate System of Parcels/Deliverable:</i>	StatePlane, NAD83, CA Zone VI
<i>Regional Status Report Requested:</i>	Yes
<i>Special Instructions:</i>	Using 3 imagery datasets (area dependent) including 2009 which is not listed in the parameters.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Holmstrom

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

*(1) ? loss of privacy - spying - (2)
3.3 # (3)
X25100*

Date: _____ **Agenda #** 3-3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.