

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



ITEM: 3.34
(ID # 11480)

MEETING DATE:

Tuesday, December 17, 2019

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND ASSESSOR-COUNTY CLERK-RECORDER, AND FIRE:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY-GIS (RCIT-GIS) AND ASSESSOR-COUNTY-CLERK RECORDER AND FIRE: Approve the Amendment to the Los Angeles County (LAC) External Entity Agreement with Pictometry International Corporation for three years to provide Digital Aerial Data, All Districts. [\$1,076,380 - Total Cost, additional compensation not to exceed \$107,638, RCIT GIS Funded - 68%, ACR State Grant Funded- 23%, and Fire- Structural Fire Tax – 3.78%, Contract City Revenue – 1.8%, General Fund – 3.42%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amendment to the Los Angeles County (LAC) External Entity Agreement with Pictometry International Corporation to increase the annual contract aggregate amount by \$662,082 from \$414,298 to \$1,076,380, and authorize the Chairman of the Board to sign three (3) copies of the Amendment on behalf of the County;
2. Authorize the Assistant County Executive Officer/CIO to execute a revenue generating agreement with Southern California Association of Governments (SCAG) in the amount of \$300,000 to recover costs for aerial imagery data requested by SCAG, subject to County Counsel approval as to form;

ACTION:Policy, 4/5 Vote Required


Dave Rogers, Assistant County Executive Officer / CIO
12/5/2019



Shawn Newman, Chief Cal Fire Riverside County
12/5/2019


Kan Wang, Assistant Assessor-County Clerk Recorder
12/5/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 17, 2019
xc: RCIT

Kecia R. Harper
Clerk of the Board
By 
Deputy

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3. Authorize the Assistant County Executive Officer/CIO to execute revenue generating agreements with non-County entities to recover costs for aerial imagery data requested by said non-County entities for contract amounts not to exceed \$100,000, subject to County Counsel approval as to form;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) to sign amendments that do not change the substantive terms of Agreement and b) sign amendments to the compensation provisions that do not exceed the sum total of ten (10) percent of the total cost of the Agreement or \$107,638;
5. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution; and
6. Approve and direct the Auditor-Controller to make the budget adjustments as shown on the attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 662,082	\$ 0	\$ 662,082	\$ 0
NET COUNTY COST	\$ 36,812	\$ 0	\$ 36,812	\$ 0
SOURCE OF FUNDS: RCIT GIS - 68%, ACR State Grant Funding- 23%, and Fire- Structural Fire Tax – 3.78%, Contract City Revenue – 1.8%, General Fund – 3.42%				Budget Adjustment: Yes
				For Fiscal Year: 19/20/ -21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pictometry's aerial imagery technology integrates with the County of Riverside's new property tax system developed by Thomson-Reuters. Continuing the use of Pictometry mitigates the risk inherent to a new system integration. The Assessor's goal is to provide its appraisal staff the ability to perform accurate and efficient desktop appraisals and to support property valuations as mandated. Pictometry oblique imagery enables appraisal staff to perform virtual field visits, and quickly determine property characteristics, property condition, and locational attributes from the desk.

Additional benefits to the County include:

- Reduction in time and expense of field assessments and allocate staff resources more efficiently
- Ability to view properties with restricted or difficult access
- Ability to capture previously undetected taxable property changes in a region
- The improvement of communication during the appeal process using imagery

Additionally, Pictometry integrates with "Map my County" application and provides imagery to

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countless maps and related mapping tools for all departments throughout the county.

This Amendment will provide imagery for the county and include images of all communities from the Orange County line in the west to east of the Salton Sea. We have included recent burn and flood areas, as well as those areas that are highly susceptible to natural disaster. In total, this acquisition will include more than 7800 square miles of high-resolution 3 inch and 6-inch aerial imagery, four band color imagery, and building outlines with height factor.

Further, the revenue-generating agreements, as contemplated by the motions set forth herein, would allow the County to recover costs from non-County entities, including the Southern California Association of Governments (SCAG), for aerial imagery data requested by said entities.

Impact on Residents and Businesses

This service provided by Pictometry will further assist appraisers with accurately appraising residential, commercial, and industrial properties and to support property valuations as mandated. Other public entities and departments including Survey, Flood, RCIT-GIS, Fire and Sheriff as well as Emergency Operations will use updated imagery in providing service to the public. The imagery is used within online information applications such as "Map My County" to better communicate properties and their surroundings. Also, this is a continued collaborative effort to pool resources to obtain a product that can be used by multiple departments and public entities.

Additional Fiscal Information

SCAG has made a significant commitment providing \$300,000 in revenue to RCIT GIS, to be received, when imagery is delivered. Therefore, RCIT GIS requests to use restricted fund balance as outlined on the Schedule A.

Additionally, RCIT GIS will make this acquired imagery available for purchase by other jurisdictions, utilities, tribes, and related public entities within the county.

Departments	FY 19/20
Assessor Clerk Recorder	\$ 250,000.00
Fire	\$ 100,000.00
RCIT GIS	\$ 726,380.12
Total Cost	\$1,076,380.12

Imagery Services and pricing, including discounts are listed in the tables below:

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SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
3.809	IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Std Delivery Format-per sq mi	Product includes: Color Digital Orthophotography Four Band - 3 inch GSD ("CDO4") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$225.00	\$129.32 (42.523%)	\$492,591.31
815.751	Third Party Planimetrics	Planimetrics provided by third-party vendor. Refer to attached Appendix for specifications. Applicable Terms and Conditions: Order Form	\$0.15		\$122,362.65
713	IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography Four Band - 6 inch GSD ("CDO4") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$115.00	\$66.10 (42.523%)	\$47,128.16
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
SUBTOTAL -- SECOND PROJECT					\$662,082.12

¹Amount per product = ((1-Discourt %) * Qty * List Price)

Contract History and Price Reasonableness

On January 8, 2019 (item 3.5) the Assessor Clerk Recorder, Riverside County Information Technology GIS, and County Fire received approval from the Board of Supervisors for the procurement of aerial imagery from Pictometry (EagleView). The approved acquisition of imagery did not occur last fiscal year, but rather the county actively partnered with the Southern California Association of Governments (SCAG) in the procurement of high-resolution aerial imagery for all member jurisdictions throughout the region. Therefore, this partnership has resulted in a 42.53% discount of imagery products.

ATTACHMENTS:

1. Amendment no. 1 to LAC External Entity Agreement Dated January 8, 2019(Order # C7983672) and Pictometry (Eagle View) Proposal (including Coverage Map)
2. Schedule A

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SCHEDULE A

Increase Appropriations:

22570-7400900000-525440	Professional Services	\$1,076,380
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Increase Estimated Revenues:

22570-7400900000-777520	Reimbursement for Services	\$350,000
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22570-7400900000-781360	Other Misc Revenue	\$300,000
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Anticipated Use of Restricted Fund Balance:

22570-7400900000-321101	Restricted Program Money	\$426,380
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Misley Wang, Supervising Accountant 12/11/2019


Teresa Summers, Director of Purchasing 12/10/2019


Venus Brambila 12/11/2019


Gregory V. Priamos, Director County Counsel 12/11/2019

PICTOMETRY INTERNATIONAL CORP.

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

The undersigned, constituting all of the members of the Board of Directors of Pictometry International Corp., a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors of the Corporation (the "Board"), hereby take the following actions and adopt the following resolutions by unanimous written consent, dated as of January 1, 2018, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware:

1. REMOVAL AND APPOINTMENT OF OFFICERS

WHEREAS, the Board desires to remove Rishi Daga as the President of the Corporation and Linda Salpini as the Vice President - Finance, Corporate Vice President and Assistant Secretary of the Corporation; and

WHEREAS, the Board deems it in the best interest of the Corporation to appoint Rishi Daga as the Chief Executive Officer of the Corporation, Brian Brockmann as the Corporate Vice President and Assistant Secretary of the Corporation and Gregory Schwerzler as a Vice President - Surveying, Engineering & Mapping of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the removal of Rishi Daga as the President of the Corporation and Linda Salpini as the Vice President - Finance, Corporate Vice President and Assistant Secretary of the Corporation be, and hereby are, approved;

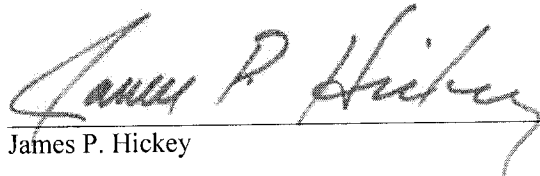
FURTHER RESOLVED, that Rishi Daga be, and hereby is, appointed as the Chief Executive Officer of the Corporation, and Mr. Daga shall serve in such capacity until his successor has been duly appointed and qualified or until his earlier death, resignation and removal;

FURTHER RESOLVED, that Brian Brockmann be, and hereby is, appointed as the Corporate Vice President and Assistant Secretary of the Corporation, and Mr. Brockmann shall serve in such capacities until his respective successors have been duly appointed and qualified or until his earlier death, resignation and removal;

FURTHER RESOLVED, that Gregory Schwerzler be, and hereby is, appointed as a Vice President - Surveying, Engineering & Mapping of the Corporation, and Mr. Schwerzler shall serve in such capacity until his successor has been duly appointed and qualified or until his earlier death, resignation and removal; and

FURTHER RESOLVED, that following the removal and appointment of officers, the individuals listed below be, and hereby are, affirmed as the current officers of the Corporation (constituting all of the officers of the Corporation, the "Authorized Officers") in the capacities set forth opposite their respective names until their respective

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, do hereby consent to the foregoing resolutions as of the date first above written.



James P. Hickey

Adrian R. Alonso

Rishi Daga

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, do hereby consent to the foregoing resolutions as of the date first above written.

James P. Hickey




Adrian R. Alonso

Rishi Daga

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, do hereby consent to the foregoing resolutions as of the date first above written.

James P. Hickey

Adrian R. Alonso



Rishi Daga

**AMENDMENT TO LAC EXTERNAL ENTITY AGREEMENT DATED JANUARY 8, 2019 BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
COUNTY OF RIVERSIDE, CA ("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 January 8, 2019 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
 Appendix 1

2. MODIFICATIONS TO AGREEMENT:

- a. The Second Project set forth in Section A of this Amendment is added to the Agreement and subject to the Terms and Conditions set forth in the Agreement.
- b. The Imagery products listed in the Second Project of this Amendment contain a discount. This discount is contingent on this Agreement being executed by Customer and returned to Pictometry no later than December 31, 2019.


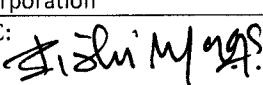
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
3450 14th Street, 4th Floor	25 Methodist Hill Drive
Riverside, CA 92501	Rochester, NY 14623
Attn: RCIT Procurement	Attn: General Counsel
Phone: 951 955-9900	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 upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
COUNTY OF RIVERSIDE (entity type)	PICTOMETRY INTERNATIONAL CORP. a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: KEVIN JEFFRIES	NAME: Rishi Daga
TITLE: CHAIR, BOARD OF SUPERVISORS	TITLE: CEO
DATE: DEC 17 2019	EXECUTION DATE: December 6, 2019
	DATE OF RECEIPT (EFFECTIVE DATE):

ATTEST:
 KECIA R. HARPER, Clerk
 DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Susanna N. Oh DATE: 12/10/19

DEC 17 2019 3.34

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C7983672

BILL TO
Riverside County Information Technology
RCIT Procurement
3450 14th Street, 4th Floor
Riverside, CA 92501
951 955-9900
RCIT-ProcurementTeam@rivco.org

SHIP TO
County of Riverside
Peter Aldana, Assessor
4081 Lemon Street, 6th Floor
Riverside, CA 92501
(951) 955-0362
paldana@asrclrec.com

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116630	bgarcia	Annual

SECOND PROJECT					
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SUBTOTAL – SECOND PROJECT					\$662,082.12

¹Amount per product = ((1-Discount %) * Qty * List Price)

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 due under this Agreement including, but not limited to, attorneys' fees and court costs.

SECOND PROJECT

Due at Shipment of Imagery	\$331,041.06
Due at First Anniversary of Shipment of Imagery	\$331,041.06
Total Payments	\$662,082.12

PRODUCT PARAMETERS

**SECOND PROJECT
ACCUPLUS IMAGERY**

Product: IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Std Delivery Format-
per sq mi
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery
Format-per sq mi
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

APPENDIX 1

Feature Mapping and Attribution

Product Overview:

Produce Building outlines with Z (Elevation) value

Color Digital Orthophotography

Product Overview:

Seamless, 4-band, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust

Deciduous Vegetation: less than 30% full bloom

Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB + NIR, resampled to 8 bits during processing

Ground Control:

Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 1 – November 2014

Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

Deliverables:

The following will be delivered:

3-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

3-inch GSD area-wide ortho mosaic (RGB, ECW format)

3-inch GSD area-wide ortho mosaic (RGB, MrSID format)

3-inch GSD area-wide ortho mosaic (CIR, ECW format)

3-inch GSD area-wide ortho mosaic (CIR, MrSID format)

6-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

6-inch GSD area-wide ortho mosaic (RGB, ECW format)

6-inch GSD area-wide ortho mosaic (RGB, MrSID format)

6-inch GSD area-wide ortho mosaic (CIR, ECW format)

6-inch GSD area-wide ortho mosaic (CIR, MrSID format)

FGDC compliant metadata

AT/Survey report

Orthomosaic Accuracy

3-inch GSD: RMSE(x or y) 0.75 ft, RMSE(r) 1.06 ft, NSSDA (95%) 1.84 ft

6-inch GSD: RMSE(x or y) 1.30 ft, RMSE(r) 1.84 ft, NSSDA (95%) 3.20 ft

SECTOR MAPS

