

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 21, 2010

☒ **Consent** ☐ **Regular**
☐ **Public Hearing** ☐ **Workshop**

Department:

Submitted by: Information Systems Services

Submitted for: Countywide GIS

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: Addendum No. 3 to the license agreement with Pictometry International Corporation (R2007-1010) for implementing Self-Hosting Pictometry Online Products and Services at an annual maintenance cost of \$11,500.

Summary: Addendum No. 3 to the Pictometry License Agreement will allow Palm Beach County to host local images through an intranet web application. This will give the County access to higher resolution images and enable customization of the user interface to the images. A Self Hosted Grant of \$57,500 will pay for the web enabled enterprise license, and the Palm Beach County Property Appraiser's Office will pay the first annual software license fee of \$11,500. This will replace the Pictometry Online Subscription hosting fees reducing the annual cost from \$14,000 to \$11,500. The Pictometry International Corporation is a New York-based company. The previous Addendum No. 2 provided for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. Countywide (PK)

Background and Justification: Pictometry provides a unique method of capturing 360 degree oblique geo-registered data images combined with software that allows viewing of the imagery.

A Cooperative Agreement with the Sheriff's Office, Property Appraiser's Office and Palm Beach County Board of County Commissioners was approved on June 19, 2007, along with the Pictometry contract approval. These agencies use the Pictometry data for tactical support and daily operations. The first renewal, Task Order No. 2, was exercised on June 16, 2009 (R2009-1021). This project is part of the Information Systems Services, Countywide GIS Capital Project. Countywide GIS is managing the acquisition and distribution of the data to other agencies across the County. The agreement allows for additional Task Orders to be executed by the parties for future updates to the product. The imagery acquired under this agreement can be used in perpetuity. Pictometry will provide new imagery at no additional cost if required as a result of hurricanes, earthquakes, tornadoes and/or terrorist damage as outlined in Schedule E. The agreement is structured with the option to extend for up to two (2) additional two (2) year periods at a five percent and 10 percent consecutive discount.

Attachments:

1. Addendum No. 3 for Pictometry License Agreement (2 originals)
2. Pictometry Self Hosting Solution Order Form / Installation and Integration Support Services Agreement (2 originals)

Recommended by:

Steve Bordecon

12-7-2010

Department Director

Date

Approved by:

for Baker
County Administrator

12/14/10

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	\$ 0	\$0	0	0	0
Operating Costs	<u>11,500</u>	<u>11,500</u>	<u>11,500</u>	<u>11,500</u>	<u>11,500</u>
External Revenues	<u>(\$11,500)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	* <u>\$ 0</u>	<u>\$11,500</u>	<u>\$ 11,500</u>	<u>\$11,500</u>	<u>\$11,500</u>

Additional FTE

Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes X No

Budget Account Number(s): Fund 0000 Dept. 400 Unit 1015 Object 300

B. Recommended Sources of Funds / Summary of Fiscal Impact

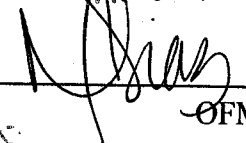
Annual maintenance will be \$11,500 per year.

C. Department Fiscal Review: 

III. REVIEW COMMENTS

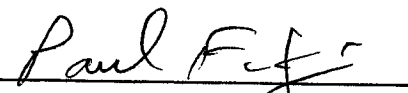
A. OFMB Fiscal and/or Contract Administration Comments:

* The first year will be paid by the private employer - subsequent years will come from
ADU Veterans Funding

 12/10/2010
OFMB

 12/13/10
Contract Administration

B. Legal Sufficiency:

 12/14/10
Assistant County Attorney

C. Other Department Review:

Department Director

ADDENDUM NO. 3 TO PICTOMETRY LICENSE AGREEMENT

This ADDENDUM No. 3, dated _____, 2010 to the License Agreement approved as Attachment B to the contract with Pictometry International Corporation on June 19, 2007 (R2007-1010), with Palm Beach County, a political Subdivision of the State of Florida, by and through, its Board of County Commissioners, hereinafter referred to as COUNTY, and PICTOMETRY INTERNATIONAL CORPORATION, 100 Town Center Drive, Rochester, NY 14623, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 16-1595473.

WHEREAS, the parties have entered into a Contract (R2007-1010) of June 19, 2007, under which the CONSULTANT furnishes professional/consultation services in the area of licensed imagery, software products and services on behalf of the COUNTY; and

WHEREAS, the CONSULTANT agrees to provide the COUNTY the Self-Hosting Solution License and Services at an annual maintenance cost of \$11,500.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. The attached Self Hosting Pictometry Online (SH-POL) License Agreement is hereby incorporated under this Addendum to the contract, Attachment "B", GENERAL LICENSE TERMS AND CONDITIONS.

Except as expressly modified above all the terms and conditions of the contract of June 19, 2007 are confirmed and remain in full force and effect.

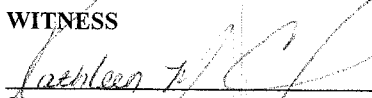
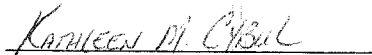
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSULTANT has hereunto set its hand.


ATTEST
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

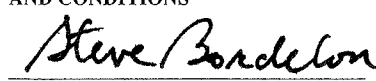
By: _____
Karen Marcus, Chair

WITNESS

Signature

Name (type or print)

CONSULTANT
PICTOMETRY INTERNATIONAL CORP.

Signature
LINDA K. SALSIPANI
Name (type or print)
Title: SR Vice President of Finance

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

Steve Bordelon, Director, ISS



November 23, 2010

Penny Anderson
GIS Coordination
Palm Beach County
301 N Olive Avenue, 8th Floor
West Palm Beach, FL 33401

Dear Ms. Anderson,

Enclosed are two (2) original executed Self Hosting Agreements between Palm Beach County, FL and Pictometry International Corp. Please fully execute each and return one (1) original to my attention.

If you have any questions, please do not hesitate to contact me (585) 487-1475.

Sincerely,

Kathleen M. Cybul
Contract Administrator

Pictometry International Corp.
100 Town Centre Drive, Suite A Rochester, NY 14623
Phone: 585-486-0093 Fax: 585-486-0098



Pictometry Self Hosting Solution (SH-POL) Order Form

DATE 11/22/2010		QUOTE # 090710CD
BILL TO SAME AS SHIP TO		SHIP TO PALM BEACH COUNTY MS PENNY ANDERSON ADDRESS WEST PALM BEACH, FL (561) 681-3953 EMAIL panderso@co.palm-beach.fl.us

P.O. Number	Length of Service	Soffront ID	ACTIVATION DATE	Terms	PROJECT
	One (1) YEAR License with annual maintenance	7792	(PICTOMETRY USE ONLY)	50% on signature and 50% net 365 of shipment	Self Hosted Web Enabled Solution
NUMBER	ITEM CODE	DESCRIPTION		PRICE PER	AMOUNT
1	SH-POL	Self Hosted Web Enabled Solution - Enterprise License		\$ 57,500.00	\$ 57,500.00
1	MEDIA	(size) delivery media (enter storage requirement)		0.00	0.00
1	1YRMAIN	1 year maintenance - due on 1 year anniversary of Self Hosting Shipment and each year thereafter - required		\$ 11,500.00	\$ 11,500.00
0	WEBEX	WebEx Custom Training Session - Optional (1 hour class)		250.00	0.00
1	INS-SUP	Copy of Installation and Integration Support Services documentation (ATTACHED AND INITIALED)		included	attached and initialed
0				0	0.00
0				0	0.00
0				0	0.00
1	0	Self Hosted GRANT		\$ (57,500.00)	\$ (57,500.00)

ENTER ADMINISTRATOR EMAIL ADDRESS AND PHONE BELOW (PLEASE PRINT):

NAME: PENNY ANDERSON TITLE: GIS EMAIL panderso@co.palm-beach.fl.us PHONE: (561) 681-3953

Total Actual	\$ -
Total Estimated	
Annual Maintenance	\$ 11,500.00

Thank you for choosing Pictometry as your Web Enabled Solution provider. Order subject to the terms and conditions listed on the back of this form (or attached) and existing License Agreement with Pictometry. By signing this Order Form the Customer agrees to the terms of use for this product

PAYMENT INFORMATION	Acceptance of Quote/Order:	SPECIAL INSTRUCTIONS
Purchase Order # _____ PO amount: \$ _____ Check Attached _____ Please Invoice me: _____	Signature/Date: PALM BEACH COUNTY BOARD OF COUNTY COMMISSION, Karen Marcus, Chair	Describe Imagery to be used: State/County: Palm Beach, FL Year: 2007 & 2009/2010 Flights Existing Imagery: YES Additional requirements/libraries: Delivery to include flights of county completed in 2007 and again in 2009/2010 FLPALM07,FLPALM09 All future libraries are to be delivered in PAR format Note: Only Libraries listed above will be included in this Self Hosting Product.

Pictometry International Corp 100 Town Centre Drive, Suite A Rochester NY 14623 Phone 585.486.0093 Fax 585.486.0098

Pictometry Web Enabled Solution (SH-POL) - License Agreement

Pictometry's Web Enabled Solution should never be used for life critical applications and Pictometry will not accept liability for service interruptions if used in critical situations.

- I. Pictometry Web Enabled Solution (Self Hosted) Contract Terms. The following Web Enabled Products and Services are available to you from Pictometry International Corp. ("Pictometry"):
- o Pictometry Web Enabled Solution is a stand alone solution for sharing Pictometry Licensed Imagery and tools within the Licensee.
 - o Annual Maintenance and Software Upgrades
 - o Turnkey stand alone application with installation instructions and Optional Installation Support
 - o Optional onsite Technical Support Available

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(continued on back or next page)

ATTACHMENT #2

Contract Terms:

1. In addition to the terms and conditions of this Agreement, the use of Licensed Products associated with the Pictometry Web Enabled Solution ("SH-POL") is subject to the terms and conditions of the Customer's existing License Agreement with Pictometry.
2. Pictometry SH-POL customers must sign an order form/License Agreement ("LA") for services (this document). This order form/LA shall describe the self hosting services and products offered.
3. All deliverables (except for storage media) are considered Licensed Products. These include Licensed Imagery, Licensed Software, Licensed Metadata, Licensed Documentation and other Licensed items that may be later offered as a part of this self hosting solution ("Licensed Products"). Customer shall name one individual to be the administrator of the Self Hosting Project ("Administrator") and submit an email address, telephone number and contact information for that person.
4. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for service interruptions if used in these critical situations.

II. Technical Support. Web Hosting Support can be accessed at CustomerSupport@Pictometry.com

- o Web Hosting Phone Support: Phone 585-486-0093, or toll-free at 888-771-9714
- o Hours: Monday through Friday, 8:30am – 5:30pm Eastern Time Zone Holidays – no phone support, however, email support is available and answered on next business day.
- o Response time, however, may depend on the nature and complexity of the inquiry, or unexpected call volume. Technical Support assigns the highest priority to inquiries related to the servers' unavailability.

III. Billing and Sales Inquiries. Billing shall begin upon Self Hosting account activation. Billing inquiries should be sent to AccountsReceivable@Pictometry.com Please note: Pictometry must receive notice of billing disputes within thirty days of the date of invoice receipt or date your credit card was changed for services. All inquiries regarding purchase of new accounts or addition of services should be addressed with your Pictometry Sales Representative.

IV. Issue Escalation. If you are concerned with Pictometry hosting services or if you are unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, contact your Pictometry Sales Representative regarding your concerns. Your concerns will be reviewed, investigated, and responded to within one business day. As issues may be complex or require extensive investigation, this one business day response time does not imply that a resolution is guaranteed within one business day.

V. Service Availability. Pictometry International Corp is committed to providing the highest quality service to all customers. To support this commitment, Pictometry gives the following service level guarantees:
~~Pictometry expects a Service Availability of approximately 99.99% for its self-hosting customers. Service Availability is defined as the ability of a user within an organization to access the Pictometry Licensed Products.~~ *Does not Apply to Self Hosting (U)*

Licensee acknowledges and agrees that the internet (including, without limitation, the world wide web) is a network of private and public networks, that licensor has no control over the internet, and that licensor is not liable for the discontinuance of operation of any portion of the internet or possible regulation of the internet which might restrict or prohibit the use of the licensed software or the integrated product or the delivery of the services.

VI. Disclaimer. This Agreement authorizes the Customer to use the Web Enabled Solution Product for its internal use. Pictometry warrants that, while it does strive to present accurate information, it does not guarantee the accuracy of information made available to the Customer via this Product, and cannot be held liable for any usage of this information. Pictometry will continually strive to present accurate and reliable information in its Web Enabled Solution Products but does not endorse, approve or certify such information, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information.

Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness. Pictometry (including its employees and agents) assumes no responsibility for any consequences resulting from the use of the information in its Web Enabled Solution Product. Pictometry is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on such information. No guarantees or warranties, including (but not limited to) any express or implied warranties of merchantability or fitness for a particular use or purpose, are made by Pictometry with respect to such information.

I understand that by using this service I am waiving any and all rights I might have against Pictometry for the accuracy of its product.

VII. Ownership of Data. Title to the Product shall remain with Pictometry and shall not pass to the Licensee. The Licensee acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trade marks and logos used on or in relation to the product shall remain in Pictometry or its licensors. Subject to payment of the Price, Pictometry grants the Licensee a non exclusive non-transferable right to use the Product for its own internal purposes. This shall not include any right to copy the product, nor to sell, supply or disclose the Product to any third party.

This Agreement grants you the right to use the Image(s) solely for your internal purposes and projects. You may copy the Image(s) onto your computer or from your computer to other computers owned by you or you may make hardcopies of the Image(s), provided that the Image(s) may not be resold, leased, loaned, distributed, or copied for use by any other person or third party or for any other use. You also may not transfer or assign the rights granted in this license to any other person. Any transfer or assignment of your rights under this Agreement without Pictometry's consent shall void the limited license granted under this Agreement. You also may be held legally responsible for copying infringement which is caused or encouraged by your failure to abide by the terms of this Agreement.

VIII. Data Integrity. Hosting package includes Backup Services of imagery in Pictometry's control, which includes: full server backup performed once weekly to the shared tape backup device over the network; differential server backup performed once nightly to the shared tape backup device over the network; backup copy retention time is one week. Pictometry is not responsible for data loss resulting from the failure or loss of backup media.

IX. Maintenance Fees. Maintenance Fees shall be paid annually on each anniversary of the shipment of the Self Hosting solution. Such fees cover software updates, processing of future imagery for insertion into the Self Hosting Solution and customer support. If Maintenance Fees are not paid: customer support shall cease, software updates shall not be provided and future imagery shall not be processed for use with the Self Hosting Solution. If maintenance has ceased (due to non-payment of Maintenance Fees) and, at a later date, Licensee wishes to resume maintenance, Licensee shall either: 1) remit full payment for all past due Maintenance Fees, or 2) pay the full cost of a new Self Hosted Web Enabled Solution - Enterprise License (at then prevailing prices).

X. GENERAL. (a) The Contract constitutes the entire agreement between Pictometry and the Licensee with respect to the Products and supersedes all prior representations, agreements or arrangements whether oral or in writing relating to the subject matter hereof, and (b) each of the sub-clauses of the Conditions and the Contract is to be treated as separate and independent and if any provisions hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect, and (c) no variation to these Conditions or the Contract shall be effective unless in writing signed by the authorized representatives of both parties. This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the latest of the signature dates specified below.

By:

Name: *LINDA K. SALPINI*

By:

Name: Karen Marcus

Title: *SR V.P. OF FINANCE, CORPORATE CONTROLLER*

Title: Chair

Address: 100 Town Centre Drive, Suite A

Address: 301 North Olive Avenue

Rochester, NY 14623

West Palm Beach, FL 33401

Date: *11-23-10*

Date:

Attachments: Data & Query Questionnaire (must be attached to this order form and initialed)
Installation and Integration Support Services (initialed)

Self-Hosted POL (SH-POL)

Installation and Integration Support Services

Document Revision 2010-02-24 DWF

INSTALLATION SUPPORT SERVICES

Installation Support Services are typically provided remotely via GotoMeeting, and Pictometry will assist the customer in achieving the following tasks:

- The SH-POL solution has been installed on a customer server, and
- The PAR images have been configured for use with the SH-POL server, and
- Clients are successfully accessing Pictometry PAR-format imagery using the POL client, and
- The OpenStreet map is being properly displayed, and
- The Server and Organization administration functions are accessible and functional.
- **Self-Hosting Administrator Training is included with Installation Support Services**

IMPLEMENTATION / INTEGRATION SUPPORT SERVICES*

Implementation and integration support services are provided remotely via GotoMeeting. Pictometry will perform and/or assist (as appropriate) the customer in achieving the following tasks:

- Pictometry will consult with the customer on best practices for optimizing server and network performance relative to SH-POL
- Pictometry will consult with the customer on GIS data layer configuration and presentation, including connectivity to WFS/WMS services such as are available through ArcGIS Server 9.3 Enterprise and Standard versions.
- Pictometry will assist the customer with integrating up to three (3) shapefile layers** into SH-POL for presentation, provided that the customer has enabled access to GIS data (in a format and projection compatible with the SH-POL application) through a method currently compatible with the SH-POL application (shapefile, ArcGIS Server, etc.)

*Customers may determine that they possess sufficient knowledge with ArcGIS Server, WFS/WMS connectivity, MySQL, Windows Server 2003/8, etc. to perform these tasks without assistance from Pictometry. The RTM and Deployment Specialists can confer to make this determination.

**The three-layer quantity is designed to provide the customer with sufficient learning opportunities so that they can continue the process on their own for additional layers. If the customer needs or desires assistance with more layers, additional support fees may apply.

CUSTOMER REQUIREMENTS AND RESPONSIBILITIES

- The customer must complete and return the Self-Hosting Questionnaire prior to installation work being scheduled.
- Customer must possess IT staff capable and available to install and support Windows Server 2003 or 2008 (either 32 bit or 64 bit versions), ESRI ArcGIS Server Standard or Advanced (optional component), Microsoft IIS 6 or Microsoft IIS 7, Oracle 11g or MySQL 5.1, and be capable of working with PHP and web pages. Pictometry will provide a software requirements list, as well as a list of the tasks that the customer is responsible for performing for a successful installation.

Licensee initial

03222010



GARY R. NIKOLITS, CFA
PALM BEACH COUNTY PROPERTY APPRAISER
GOVERNMENTAL CENTER - 5th FLOOR
301 N. OLIVE AVE.
WEST PALM BEACH, FL 33401
561-355-3238

THIS PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, PACKING LISTS, AND PACKAGES.
PURCHASE ORDER # **P1000462** Page 1
DATE OF P.O. 09/16/10
BLANKET #

TO: **PICTOMETR**
VENDOR CODE

Pictometry
100 Town Centre Drive
Rochester NY 14623

09/16/10
DATE REQUIRED

SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS
SHIP TO:
PBC Property Appraiser
301 N. Olive Avenue
Gov't Center 5th
West Palm Beach FL 33401

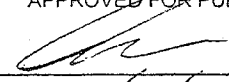
MAIL ORIGINAL INVOICE(S) TO:
GARY R. NIKOLITS, CFA
PALM BEACH COUNTY PROPERTY APPRAISER
GOVERNMENTAL CENTER - 5th FLOOR
301 N. OLIVE AVE.
WEST PALM BEACH, FL 33401

PAYMENT TERMS		ADDRESS CORRESPONDENCE TO: BUYER NAME				
F.O.B. POINT		SHIP VIA				
ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED	
1	POL License, Pitometry On-Line	1.00	EA	11,500.0000	11,500.00	
				DISCOUNT:	.00	
				ADDL CHARGES:	.00	
				TOTAL TAXES:	.00	
EMPLOYER ID # - 596000790		FLORIDA SALES TAX # - 85-8012622289C-9			TOTAL	11,500.00

PURCHASE ORDER

ORIGINAL

pa_fpa_purch_ord

APPROVED FOR PURCHASE
By: 
Date: 9/17/10