



## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** GIS Department

**DATE:** April 29, 2014

**REQUEST:** Authorize County Administrator to sign professional services contract with Pictometry International Corporation.

**CHECK ONE:**              X   Consent                   CAO

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### BACKGROUND

The Clark County GIS Department has traditionally acquired aerial photography every 2 years. The 2014 aerial project is a budgeted project which will not have any additional fiscal impact.

The 2014 aerial project will provide both ortho & oblique data. The ortho-photography data involves the traditional "straight down" view of the landscape (e.g., building rooftops), while the oblique photography involves a "birds eye" view of the landscape (e.g., the sides of buildings). This project will also provide building outlines for approximately 86,000 parcels.

Pictometry International Corporation is the recommended vendor and their proposed cost is \$121,060.30 to perform this work.

### COMMUNITY OUTREACH

The GIS Department has approached other cities, schools, utility agencies, and county departments to express the benefits and costs of the aerial photography project. This effort yielded several project partners that have agreed to make a financial contribution to assist with the acquisition of the aerial data, services and software.

### BUDGET AND POLICY IMPLICATIONS

The primary source of funding for this project will be GIS fund and the Assessor Fund. There is sufficient funding in the budget and fund balance for this project. This project does not require additional funding over what is already budgeted and available.

### FISCAL IMPACTS

Yes (see attached form)             No

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**ACTION REQUESTED**

Authorize County Administrator to sign the professional services contract with Pictometry International Corporation.

**DISTRIBUTION**

Mark McCauley, County Administrator  
Bob Stevens, Budget Director

Bob Pool

Name  
Title

Bob Pool  
GIS MANAGER

Approved: April 29, 2014  
CLARK COUNTY  
BOARD OF COMMISSIONERS

SR 82-14

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Request approval of professional services contract with Pictometry International Corporation. Revenues will include the contributions from the project partners.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001-000-120: GIS	\$26,854.00	\$68,358.00	0	0	0	0
0001-000-110: Assessor	\$25,848.30					
<b>Total</b>	\$52,702.30	\$68,358.00	0	0	0	0

II. A – Describe the type of revenue (grant, fees, etc.)

The revenue involves the financial contributions from the project partners shown below;

Partner	Contribution
City of Vancouver	\$40,570.00
Port of Vancouver	\$3,000.00
Clark County Clean Water	\$10,000.00
City of Camas	\$2,308.50
Vancouver School District	\$2,479.50
CRESA	\$10,000.00
Clark County Assessor	\$25,848.30
Clark County GIS	\$26,854.00
<b>TOTAL</b>	<b>\$121,060.00</b>

**Part III: Estimated Expenditures**

III. A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001-000-120: GIS		\$95,212.00					
0001-000-110: Assessor		\$25,848.30					
<b>Total</b>		\$121,060.30					

III. B - Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables	\$121,060.30					
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$121,060.30					

### Staff Report Attachment (RFP Selection Process)

<b>Date:</b>	4/4/2014													
<b>RFP Description:</b>	<b>RFP#671 Title: Aerial Photography Products and Services</b> The 2014 aerial project will provide both ortho & oblique data. The ortho-photography data involves the traditional "straight down" view of the landscape (e.g., building rooftops), while the oblique photography involves a "birds eye" view of the landscape (e.g., the sides of buildings). This project will also provide building outlines for approximately 86,000 parcels.													
<b>Evaluation Process</b>	The review panel consisted of 3 participants: Dan Kaler, Matt Deitemeyer, and Eugene Durshpek. The RFP responses were reviewed and scored independently. The scores were based on the following 5 criteria: 1) Project Team / Approach, 2) Experience/ Capabilities, 3) Oblique Viewing Software, 4) Cost, and 5) References.													
<b>Evaluation Matrix</b>	<b>PROPOSERS - RFP #538 RISK MGMT &amp; INSURANCE SERVICES</b>													
		<b>Pictometry</b>				<b>Sanborn</b>				<b>Panel Member</b>			<b>Panel Member</b>	
<b>Evaluation Criteria</b>	<b>Max Pts.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>Average</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>Average</b>	<b>Panel Member</b>	<b>Average</b>	<b>Panel Member</b>	<b>Average</b>	
Project Team / Approach	20	13	15	18	15.333	18	17	18	17.667					
Experience / Capabilities	30	21	21	30	24	27	27	24	26					
Oblique Viewing Software	15	11.25	11.25	15	12.5	9	9.75	15	11.25					
Cost	25	20	23.75	25	22.917	15	13.25	15.75	14.667					
Reference	10	8	7.5	9	8.1667	8	7.5	9	8.1667					
<b>Total Average Score</b>		<b>73.25</b>	<b>78.5</b>	<b>97</b>	<b>82.917</b>	<b>77</b>	<b>74.5</b>	<b>81.75</b>	<b>77.75</b>					
<b>Recommended Proposer:</b>	Pictometry is the recommended vendor for this project. The total average score for Pictometry were superior to Sanborn. Additionally, Pictometry performed the 2012 aerial project for Clark County and they have demonstrated the ability to deliver the desired data and services.													
<b>Comments:</b> <i>Include the total cost of the contract for E-Verify requirements</i>	The cost specified in the Pictometry proposal was \$95,212.00 for the aerial photography, software and training. And their cost to deliver the building outlines was \$25,848.30. Thus, the total cost will be \$121,060.30 for this contract.													

**Professional Services Contract**  
Contract Purchase Agreement No. \_\_\_\_\_

THIS AGREEMENT, entered this 29<sup>th</sup> day of April 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Pictometry International Corporation, after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through a competitive bid process by the County (RFP #671) and has the expertise to provide aerial photography data, services, and software.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached proposal attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning April 21, 2014 and ending December 31, 2014.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:

A. Fees paid Contractor shall be those fee schedules set forth in "Exhibit A". The parties mutually agree that in no event shall the amount of billing exceed \$ 121,060.30

without prior written approval of the County.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this agreement and Exhibit "A", which consists of the response from Pictometry International Corporation to RFP# 671. Where provisions of the contract and provisions of the proposal response are inconsistent, the provisions contained in the contract shall be controlling.



10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. Public records act: Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and

shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

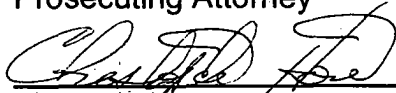
16. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.


17. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

Prosecuting Attorney

  
Deputy Civil Prosecutor

  
Mark McCauley, County Administrator

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(Pictometry International Corporation)

**Vendor/Contractor:**

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.