



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: March 22, 2016

DATE: February 24, 2016
TO: Board of County Commissioners
FROM: Josh Wilson, Chief Deputy Assessor, 328-2203
jgwilson@washoecounty.us
THROUGH: Michael E. Clark, Washoe County Assessor
SUBJECT: Approve purchase of iLOOKABOUT Streetscape digital photography, Geoviewport and professional services in the amount of \$346,200 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute the Three Year iLOOKABOUT Terms of Service Agreement attached hereto. (All Commission Districts)

SUMMARY

Approve purchase of iLOOKABOUT software and professional services in the amount of \$346,200 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute Three Year Terms of Service Agreement.

Strategic Objective supported by this item: Stewardship of our Community

PREVIOUS ACTION

None

BACKGROUND

The Washoe County Assessor is required by Nevada Revised Statute (NRS) 361 to discover, list, and value all taxable property within the County. The Assessor also administers various property tax exemptions, including personal exemptions for veterans and surviving spouses. There are approximately 174,000 real property parcels, 33,000 personal property accounts and 15,000 personal exemptions.

AGENDA ITEM # 15

Through the purchase of iLOOKABOUT digital photography, which captures street level imagery, the Assessor seeks to improve both property discovery and data accuracy. This agreement provides for the ownership of static digital images of parcels in Washoe County to be uploaded into the Assessor's CAMA database and ultimately published on the County website. Currently, the Assessor's property identification photos consist of a combination of old black and white images in files, Polaroid images in files, and some newer digital photos loaded into our CAMA system and this project will update all images to a digital format as of a specific date. This project will also enhance the desktop review by appraisers during reappraisal cycles by complementing our aerial photography with street level imagery.

iLOOKABOUT is a data analytics and visual intelligence company focused on real property, serving primarily the property assessment, property taxation, municipal, insurance, and appraisal sectors, both public and private, in North America. iLOOKABOUT's origins are with its StreetScape imagery and web based geographic information system ("GIS") application, GeoViewPort™, which federates property related data and enables desktop review of properties. iLOOKABOUT has recently integrated powerful new data analytics and workflow management applications into its existing products to create several new service offerings uniquely customized for its clients.

FISCAL IMPACT

No County General Funds will be used for the purchase and implementation. This project will be funded by the Washoe County Assessor's Office Technology Fund as authorized by the Nevada State Legislature. The cost center for the Assessor's Technology Fund is IN20280.

RECOMMENDATION

Approve purchase of ILOOKABOUT digital photography, software and professional services in the amount of \$346,200 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute the attached Three Year Terms of Service Agreement.

iLOOKABOUT
408 – 383 Richmond Street
London, Ontario N6A 3C4

POSSIBLE MOTION

Approve purchase of ILOOKABOUT digital photography, software and professional services in the amount of \$346,200 [project funded by Washoe County Assessor's Office Technology Fund as authorized by Nevada State Legislature] and if approved authorize Purchasing and Contracts Manager to execute Three Year Terms of Service Agreement.



TERMS OF SERVICE – ILOOKABOUT STREETSCAPE™ AND GEOVIEWPORT™

PLEASE READ ALL THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE (“Terms”) with iLOOKABOUT (US) Inc. (“iLOOKABOUT”) CAREFULLY. BY CLICKING “I Agree”, OR BY USING THE iLOOKABOUT SERVICES, OR BY SIGNING AN AGREEMENT TO WHICH THESE TERMS ARE ATTACHED, YOU AGREE TO BE BOUND BY THESE TERMS, EVEN IF YOU HAVE NOT READ THEM. IT IS IMPORTANT TO READ THIS ENTIRE AGREEMENT.

Washoe County Assessor Office (the “Customer”) (which for the purposes of these terms includes the Customer’s employees, members and contractors performing services for the Customer) may use iLOOKABOUT’s services as described herein.

- 1. Services:** Services (“Service(s)”) will be the ability to use an iLOOKABOUT product or service as defined in Appendix I. Nothing in any other agreement may amend these Terms unless such agreement between iLOOKABOUT and the Customer explicitly states that it is amending these Terms. Any specifications, statements of work or other documents that are signed by the parties or explicitly incorporated by reference within other signed documents from time to time form part of these Terms.
- 2. GeoViewPort (“GVP”):** The terms in this section are applicable if the Services include GVP. GVP is a portal or container that allows the Customer to view information from various sources. The Customer, not iLOOKABOUT, is responsible for entering into any necessary agreements with and paying any necessary fees to the providers of services the Customer desires to use within GVP.
- 3. StreetScape:** The terms in this section are applicable if the Services include StreetScape. StreetScape is a service that provides street level imagery. All images, including all meta data associated therewith, are the property of iLOOKABOUT (or are owned by a related entity and used under license), and protected by copyright. Such images are owned by iLOOKABOUT and not by the Customer even if such images or content have been specifically requested by or paid for by the Customer. iLOOKABOUT hereby grants to the Customer a non-exclusive, non-transferable license to access the images and otherwise use the StreetScape Service strictly for internal access by its employees or contractors for the purpose of conducting the Customer’s business. For clarity, the Customer may not allow or otherwise permit direct access by the general public to any Service provided hereunder, with the exception of publicly displaying a single static image per parcel. The Customer may download and store individual local copies of images for its own use as needed, but may not copy or otherwise store substantial portions of the image database.
- 4. Term:** These Terms will commence on execution. The Term of the Services is defined in Appendix I.
- 5. Ownership:** The contents of the Services and related web sites are owned by and copyrighted by iLOOKABOUT and its suppliers and may contain trade-marks of iLOOKABOUT or others. You may print or copy portions for your own use only - provided that all copyright and trademark provisions remain intact. Without limitation, iLOOKABOUT has trade-marks in iLOOKABOUT, the iLOOKABOUT logo, StreetScape, and GeoViewPort. If the Services include changes or additions requested by the Customer, iLOOKABOUT shall own same, which shall be useable by the Customer on the same terms as the Services.
- 6. Restrictions on Use:** Unless otherwise explicitly permitted by iLOOKABOUT in writing, the Services are meant to be used for internal Customer use only. The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, resell, market or commercially exploit the Services or any component thereof in any way, except as provided in these Terms of Service; (b) use the Services except as authorized herein; (c) remove, modify or obscure any copyright, trademark, watermarks, metadata or other proprietary rights notices that appear during use of any Services; or (d) use the Services for activities that are unlawful or unethical.
- 7. Updates:** The Services will be updated by iLOOKABOUT from time to time at no additional cost to the extent it provides such updates to its Customers generally, provided that the Services are not materially downgraded by doing so.
- 8. Default:** iLOOKABOUT may immediately terminate or suspend the provision of Services without notice upon the occurrence of any of the following events: (a) the Customer fails to comply with any provision of the the Terms of Service, or uses the Services beyond the scope described herein; (b) the



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Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of iLOOKABOUT; or (c) the Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by the Customer of any act or proceeding for the winding up of its business.

9. Customer Responsibility: The Customer is responsible for all activity it conducts using the Services. The Customer must use the Services in accordance with all relevant laws and ethical requirements.

The Customer takes all risks associated with the Services and any content accessed through the Services. The Customer is responsible for adhering to applicable laws relating to such content (such as, without limitation, copyright, privacy and defamation), as well as any applicable terms of use of the underlying social media platforms and permissions required from individuals. If the Customer receives any demands or complaints regarding the Services, it must forward them to iLOOKABOUT forthwith.

Links to third party sites are provided as a convenience only and do not imply any endorsement or use rights. If you use the links to the web sites, you will be subject to the terms of use and privacy policies applicable to those web sites.

Any third party software required for the Services to operate is subject to the license terms of the relevant software vendor, and must be purchased or licensed separately by the Customer unless specifically provided by iLOOKABOUT as part of the Services. Possible third party software includes; mapping software and database, Java, Silverlight, Google streetview, Microsoft Bing, and a latitude/longitude to address database.

Logon ID's, passwords or other authentication is required to access the Services. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and not share them with others. The Customer is responsible for all activity carried on under its accounts. If it suspects that any of its authentications have been compromised, it should change them immediately and advise iLOOKABOUT.

10. Service Levels: iLOOKABOUT will use commercially reasonable efforts to keep the Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond its reasonable control.

11. Warranty: iLOOKABOUT will use reasonable efforts to enforce any service level and warranty obligations of its suppliers.

iLOOKABOUT does not warrant that the Services are error free, that they will operate without problems or without interruption, or that it will satisfy the Customer's expectations. By way of example, and without limitation, measuring tools (area or distance calculations) are provided for convenience only, and may not be accurate.

The Customer acknowledges that iLOOKABOUT may provide Services using services and software provided by third parties. Notwithstanding anything else contained in this Agreement, iLOOKABOUT's, and such third parties, warranties and liabilities for any matters arising from such services and software shall not exceed those provided to iLOOKABOUT from such third parties.

12. Limitations: All promises made by iLOOKABOUT are contained in the Terms of Service. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

The Customer cannot collect any damages from iLOOKABOUT for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or that exceed the amount paid by Customer hereunder for 6 months for the Services at issue.

iLOOKABOUT relies on these limitations when entering these Terms of Service. They are a fundamental and essential part of our arrangement, and apply even if these Terms of Service have failed in their fundamental or essential purpose or have been fundamentally breached.



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13. Intellectual Property Indemnity: Subject to the limitations and disclaimers set forth in these Terms of Service, iLOOKABOUT shall indemnify the Customer against any direct damages and reasonable legal fees and expenses arising from any third party claim (“claim”) that has been adjudicated by a court and held to be valid, following the exhaustion of all appeals, that the Services infringe any registered U.S. or Canadian patent, or U.S. or Canadian copyright or trademark when used as prescribed, provided that (a) the Customer notifies iLOOKABOUT in writing within 10 days of becoming aware of a claim; (b) the Customer gives iLOOKABOUT the right to assume sole control over the defense, settlement or compromise of any such claim; and (c) the Customer provides iLOOKABOUT with the information, assistance and authority to enable iLOOKABOUT to perform its obligations under this section and co-operates fully in ILOOKABOUT’s defense or settlement.

If a claim described above may be or has been asserted, iLOOKABOUT may, at iLOOKABOUT’s option and expense, (i) procure the right to continue using the Services; (ii) modify the Services to eliminate the infringement while providing equivalent functionality; or (iii) terminate the Services.

This section states iLOOKABOUT’s entire liability to the Customer and the Customer’s entire remedy with respect to any infringement of third party intellectual property rights.

14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Customer’s state of domicile.

15. Dispute Resolution: Both parties agree that, should a dispute between the parties not be able to be resolved independently, the parties would first seek to utilize a mutually selected independent third party arbitrator to resolve the matter before escalating the matter to the courts.

16. Confidential Information: Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, source and object code, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential. The material terms of these Terms of Service shall constitute the Confidential Information of each party.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled or otherwise required by law or by the order of a court of competent jurisdiction to be disclosed, including without limitation, any disclosure required by applicable securities laws.

The parties shall (i) not use Confidential Information for any purpose other than that contemplated by these Terms of Service; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of the Services or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party’s obligations with the other, and are under confidentiality obligations.

17. Prior Agreement: These Terms of Service contain the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either



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party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties. If there is both an executed and a click-wrap version of these Terms of Service, the executed version shall govern if the terms differ.

18. Survival: The provisions of these Terms of Service pertaining to privacy, and rights and restrictions shall survive the termination of these Terms of Service. Other sections pertaining to rights and obligations which by their nature should survive are hereby confirmed to so survive.

19. Force Majeure: iLOOKABOUT is not liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.

20. Notice: All notices provided in accordance with these Terms of Service shall be in writing and shall be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to iLOOKABOUT to 408 - 383 Richmond Street London, Ontario N6A 3C4, and if to the Customer to the address set out in Appendix I, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein shall be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

21. Funding Out Clause: The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. In such event, this Agreement shall immediately terminate, without penalty or expense to the County, except for any such funds, which are due and payable to iLOOKABOUT hereunder, for which services have been rendered on or before the date of said notice from the County. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

The attached Appendices I and II are incorporated into and forms an integral part of the Terms of Service.



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By signing below, the Customer agrees to be bound by the Terms of Service.

Washoe County Assessor Office

Signature

Michael E. Clark, Washoe County Assessor

I have the authority to bind Washoe County Assessor Office.

iLOOKABOUT (US) Inc.

Robin Dyson, CFO

I have the authority to bind iLOOKABOUT (US) Inc.



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Appendix I – Service Details

Contract Number: [TBD]

Customer Name: Washoe County Assessor Office

Customer Primary Contact:

Josh G. Wilson

jgwilson@washoecounty.us

Service(s) Description:

- Access to the street-level imagery database for Washoe County, Nevada
- Preferred Property Images for Washoe County, Nevada
- Eight concurrent users/seats access to the GeoViewPort application
- Eight concurrent users/seats access to the Assessment Project Management Module of iLOOKABOUT's GeoViewPort™ application.

CAMA Software Provider:

Thomson-Reuters

Term of Service:

The term is for 3 year(s) commencing upon delivery of the Service.

Pricing and Payment Terms (in USD, excluding taxes):

Deliverable	Fee	Notes	Payment Terms
Street-level imagery	\$271,000	One-time fee	20% on contract signing; 20% on completion of project planning and prior to image capture commencement; 20% on completion of image capture; 20% on delivery of processed imagery; 20% on project acceptance
GeoViewPort (unlimited users for the Assessment Department)	\$12,000 per year	3 year term	Annually in advance



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Assessment Project Management Module access (unlimited users for the Assessment Department)	\$12,000 per year	3 year term	Annually in advance
GVP Set Up fee	\$1,200	One-time fee	Upon delivery
CAMA Integration (Custom CAMA)	\$2,000	One-time fee	Upon integration

Other:

1. Notwithstanding Section 3 of the Terms of Service, the County will own the static property images provided by iLOOKABOUT to be loaded on the County's CAMA system.



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2. Appendix II – Conditions and Situations Affecting Imagery

Two different types of regular shaped parcels receive a StreetScape Photo and make up the bulk of the photo delivery.

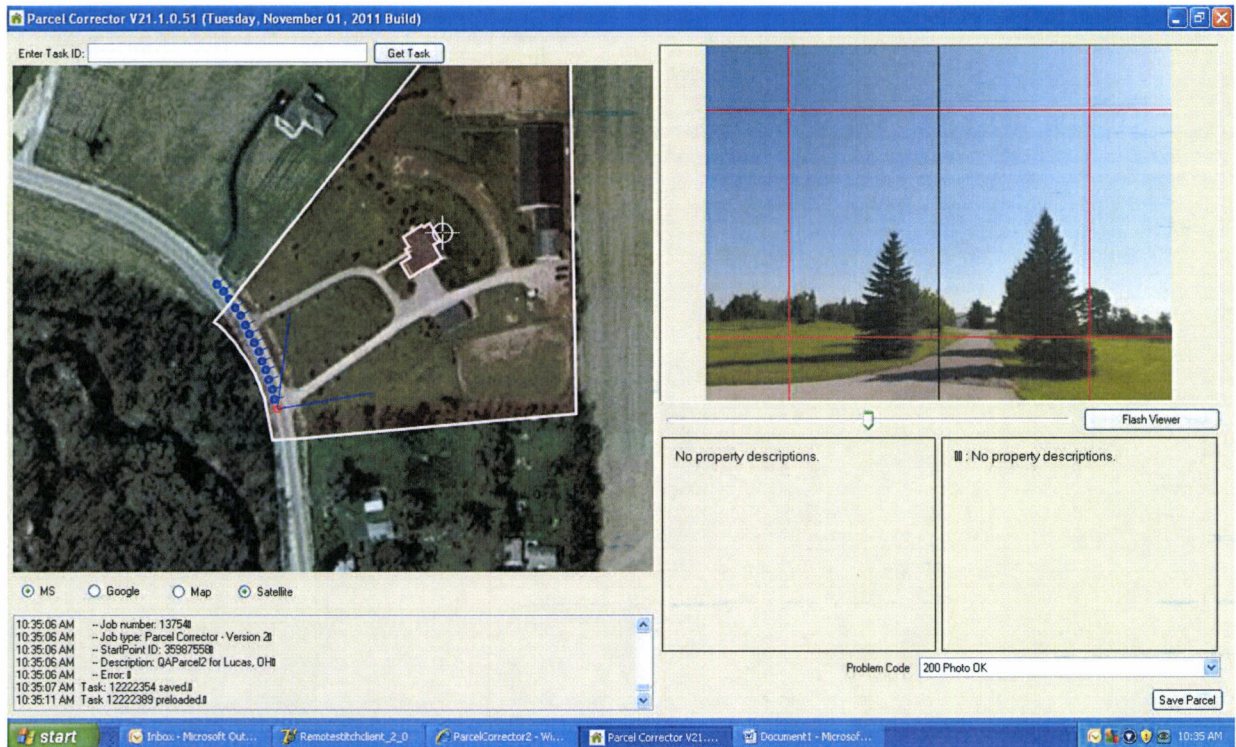
Type I - Regular Parcel—Photo Provided

This is a regular shaped parcel where a principle building can be identified, and viewed from the street. Note, among all the photos provided, there will be a range in Quality of the photos.

The quality range is attributable to various factors, some of which can be controlled and corrected and some of which cannot. iLOOKABOUT utilizes various quality monitoring and correcting processes and procedures including but not limited to: automated quality monitoring systems, in-vehicle GPS, in-vehicle mapping, and daily coverage and quality communication with the quality assurance team.

Despite rigorous quality monitoring, certain quality issues cannot be controlled. For example, the location of the building on the parcel can impact quality. When the building is set back on the parcel, or when it is large and on the front edge of road the result can be less than optimal. First, “zooming in” on the properties “set back” on parcels enlarges the building in the photo and the final result can be pixilated. Second, buildings that are too close to the camera fill the frame, and are an unnatural perspective. Third, when obstructions allow only a partial view, the final photo is compromised because of the obstruction itself, or an extreme angle to avoid the obstruction is required.

Example (1) Set Back Buildings





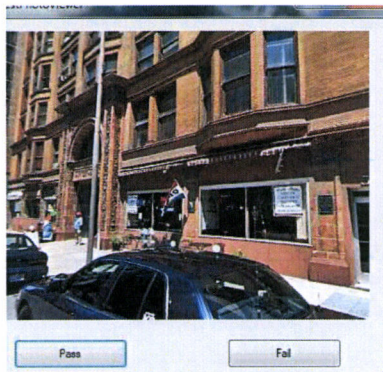
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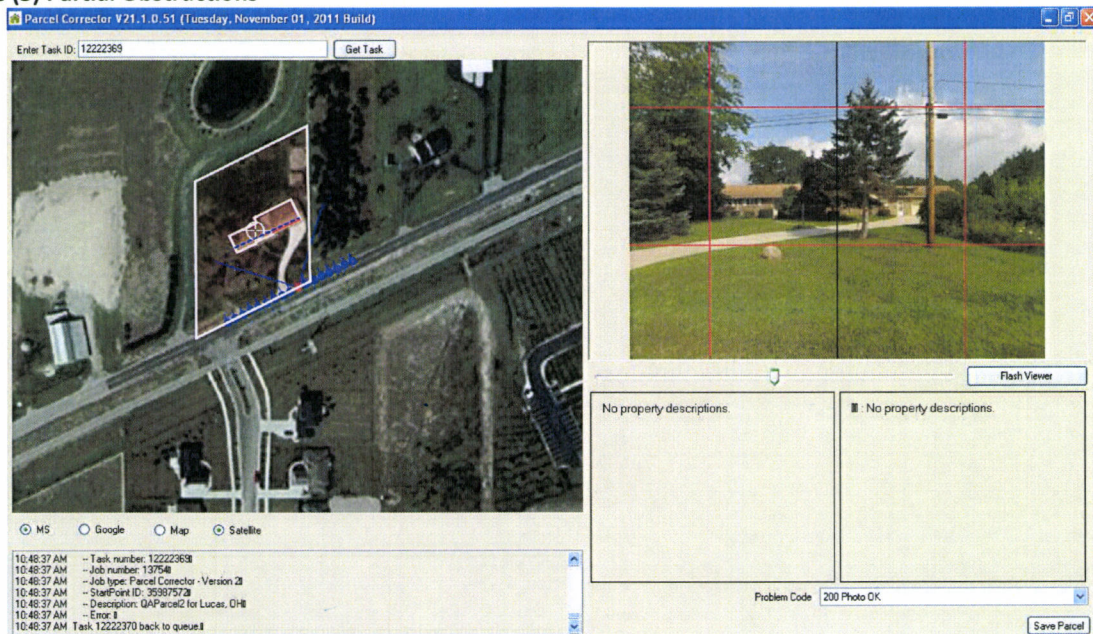


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Example (2) Large Buildings at Front of Property



Example (3) Partial Obstructions





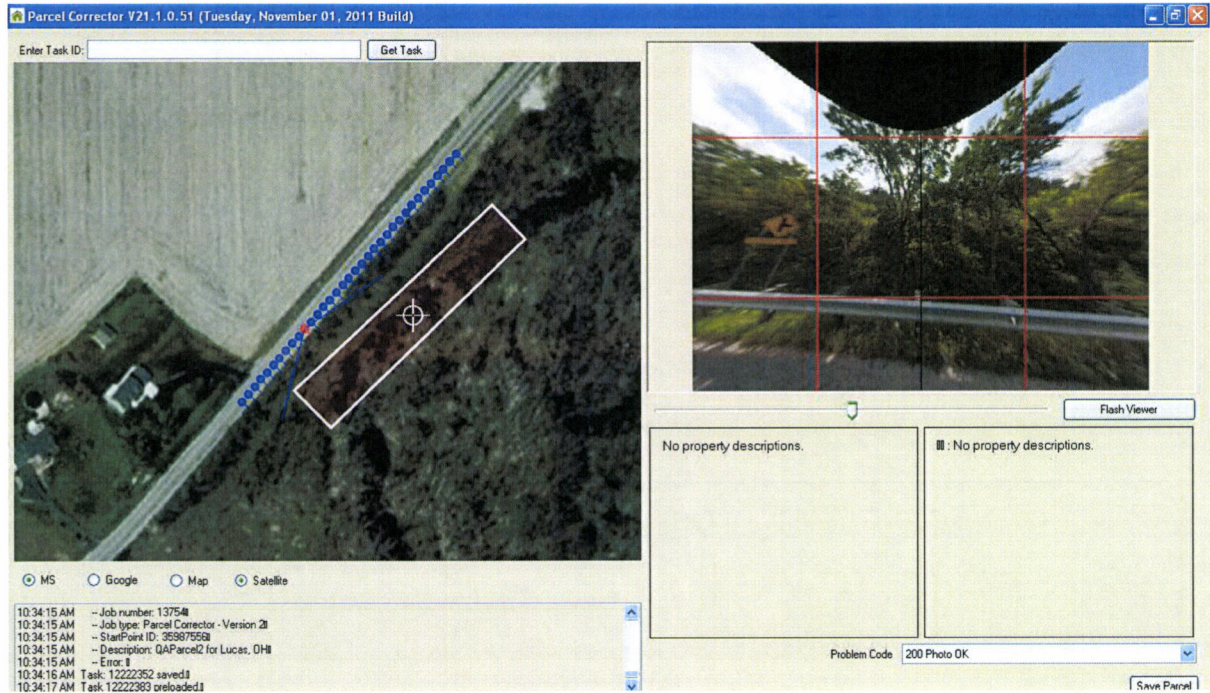
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Type II - Parcel-Vacant Land—Photo Provided

Photos will be provided for regular shaped parcels which represent vacant land with no principle building on the parcel.

NB. Photos may be considered to be less usable if the property has a significant amount of trees and bushes along the road, blocking a view of the property.

Example – Parcel Vacant Land





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Regular Parcels—No Photo Provided

For a relatively small number of regular shaped parcels, several cases and situations can prevent photos from being provided such as:

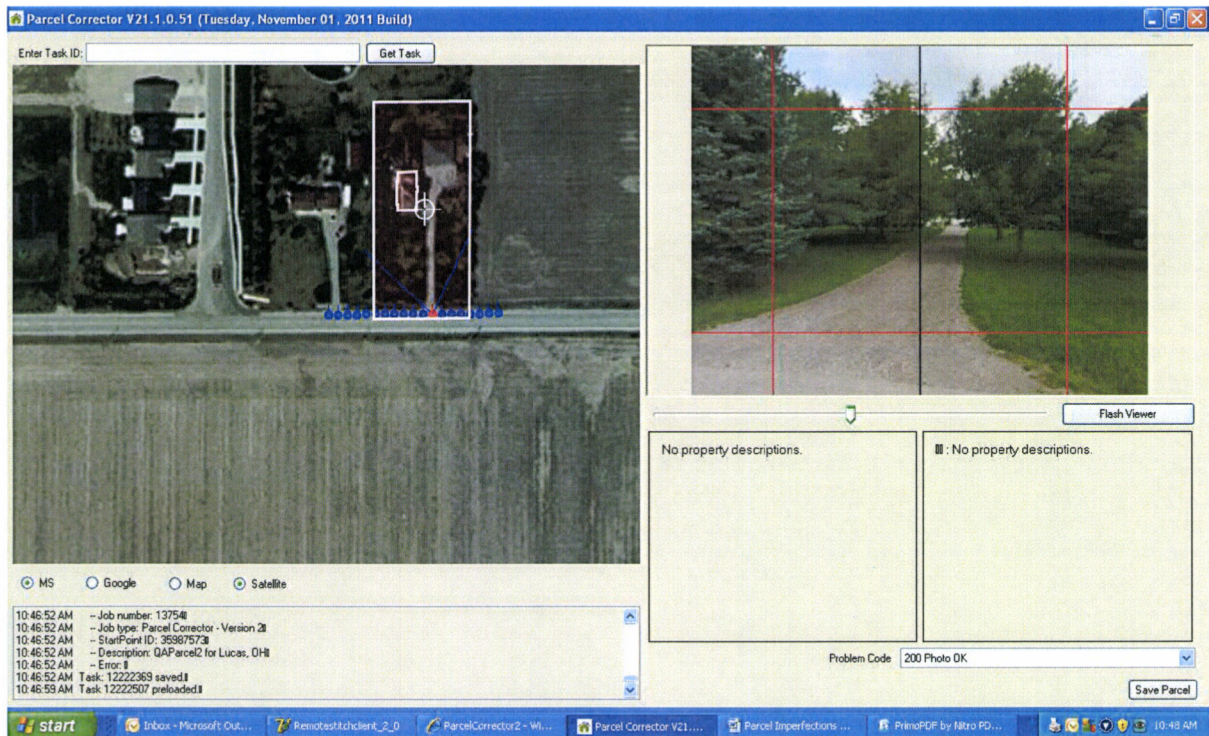
- (i) Obstructions
- (ii) Private roads prohibiting access
- (iii) Located on highway
- (iv) Access inhibited by construction
- (v) Missed coverage

(i) Regular Parcel—Obstructions

When there is not a clear view to the main building from the frontage, the parcel has an “Obstruction.” This includes many different kinds of obstructions such as large vehicles, utility poles, fences, trees and bushes.

NB. In this situation, iLOOKABOUT can provide the photo separately or return a list of parcels described as obstructed.

Example – Regular Parcel Obstruction





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(ii) Private Road Prohibiting Access

Condos, townhouses, apartments, and commercial/industrial complexes and the most common type of regular shaped parcels located on a private road. A photo of the entrance can be provided.

NB. iLOOKABOUT is able to collect imagery of these parcels if access is provided by property owners.

iLOOKABOUT will not assume to drive private property unless this property have been specifically identified by the customer in advance and outlined in the mapping.

(iii) Located on Highway

Highways with higher speed limits are removed from the work assigned to data collection vehicles. When the vehicles move at faster speeds, the system generates poor quality photos. Slower vehicle speeds on these roads are dangerous (or illegal) without official escort vehicles.

NB. iLOOKABOUT is able to provide data collection with an official escort vehicle. This must be agreed upon in advance in writing.

(iv) Access Inhibited by Construction

Road work often can inhibit a data collection vehicle from accessing roads in areas of seasonal construction. Where access is possible, data vehicle operators are instructed to capture imagery. These areas are flagged during data collection.

(v) Missed Coverage

Our vehicle operators are in constant communication with Operations, have in-vehicle GPS, have in-vehicle mapping, and have daily online coverage feedback. Even with these comprehensive monitoring systems, a small amount of road network will be missed, because of human error or mapping irregularities.

Irregular Parcels—No Photo Provided

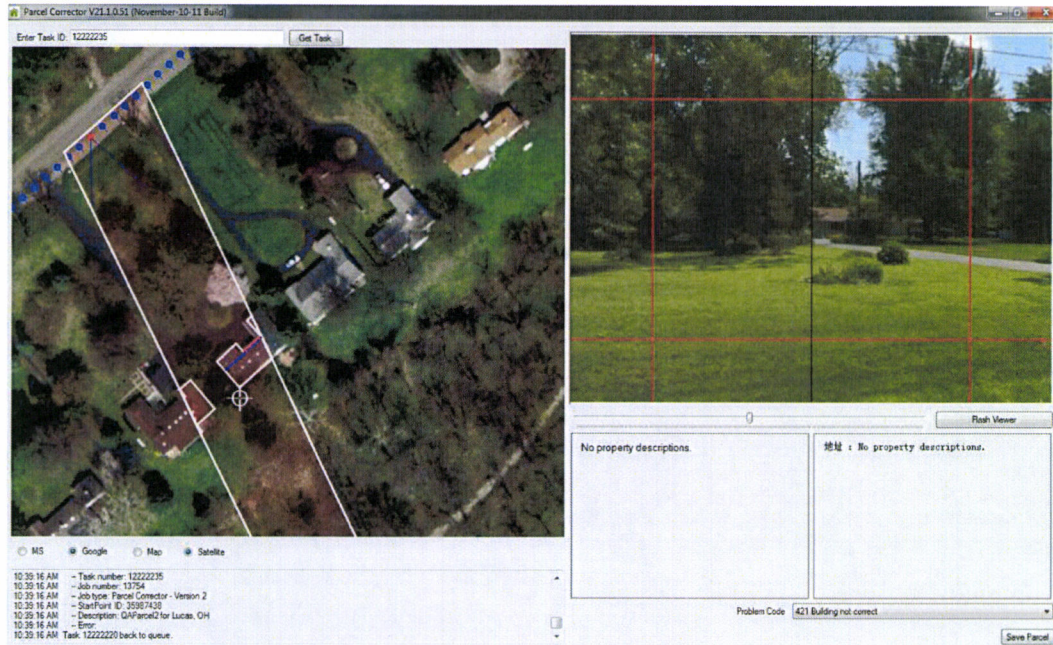
Typically, regions include a small number of Irregular shaped parcels.

Irregular shaped parcels often have qualities and conditions that prevent creating photos of the property. The reasons for this situation varies, but is generally because the data used to find decent subject matter is oddly shaped, or of poor quality making it difficult to interpret.

Example - Parcel Shape Irregular



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Irregular Parcels—Photo Provided

We always strive to provide photos for unusual situations, and deliver photos whenever the results warrant including the photo in the deliverable.