

**PIERCE COUNTY  
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT  
CONTRACT # 92490  
FOR ACCESS TO COUNTY SYSTEMS**

City of Fife, hereinafter called **Requestor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

- (Agreement), pp. 1 to 4,
- Exhibit A (Scope of Services), pp. A1 to A5,
- Exhibit B (Security Access Agreement), pp. B1,
- Exhibit C (Disclaimers), pp. C1, and
- Exhibit D (Special Provisions), pp. D1

Copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2014, and shall, unless terminated or renewed with a 30 day notice, continue open ended.

This Agreement will be binding upon the Requestor, officers, agents and employees. The person(s) executing this Agreement on behalf of the Requestor are fully authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of September, 2014.

**REQUESTOR:**

Dave Zabell  
Name

[Signature]  
Signature

City Manager  
Title of Signatory

Address:  
5411 23<sup>rd</sup> St. East  
Fife, WA 98424

Mailing Address:  
same

Contact: Dave Zabell, City Manager  
Phone: 253-896-8602  
Email: dzabell@cityoffife.org

**PIERCE COUNTY:**

[Signature]  
Deputy Prosecuting Attorney Date  
(Approved as to form only)

Recommended:  
[Signature] 9/14/14  
Budget and Finance Date

Approved:  
[Signature] 8/25/2014  
Department Director Date  
(less than \$250,000)

Or  
\_\_\_\_\_  
Pierce County Executive Date  
(\$250,000 or more)

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**AGREEMENT FOR ONLINE ACCES TO COUNTY INFORMATION SYSTEMS**

The terms of this Agreement will remain in full force and effect from the commencement date noted above open ended, unless either party provides the other with a 30 day notice of termination. The parties, in consideration of the terms and conditions described below, agree as follows:

**SCOPE OF SERVICE**

The County agrees to provide the services described in Exhibit A, referred to as Service, according to the terms of this Agreement. Requestor agrees to provide access to and use of the Service under this Agreement.

**FEE FOR SERVICE**

Requestor agrees to pay for the Services in accordance with the rates or charges set forth in Exhibit A(s). The County will notify the Requestor 30 days in advance, in writing, of annual service rate changes. The County will bill the Requestor with terms of net cash, payable within thirty (30) days after the invoice date. Requestor shall pay all applicable taxes related to use of the Service by Requestor. Non-payment for Services shall result in the termination of the Services.

**CONDITIONS OF USE**

1. Requestor represents and agrees County information and systems will not be used for commercial purposes contrary to the requirements of RCW 42.56.070(9) and WAC 390-13-010.
2. Requestor agrees not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.
3. The parties agree that should Requestor use this Service in a manner contrary to the terms of this Agreement, Requestor will be ineligible to receive any similar service in the future and Requestor will be subject to all applicable civil and criminal penalties. Misuse or damage of service components or County data could result in billable charges for actual damages.
4. The Requestor, its officers, and employees will:
  - a. Maintain the confidentiality of County information,
  - b. Comply with Pierce County Data Dissemination Disclaimer (Exhibit C) and refrain from releasing or providing County data to other person(s) or entities (secondary data dissemination). Since this County Policy is based on RCW(s) and ordinances, changes may be made annually and will be provided at the same time as the annual service rates (as stated in Fee for Service).
  - c. Maintain the proprietary nature of County software, data and systems used by the Requestor under the terms of this Agreement.

These conditions shall be met except upon the prior written consent of the steward County department and the Pierce County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County.

5. Requestor will immediately give to the County notice of any judicial proceeding seeking disclosure of County information by contacting the Pierce County Prosecuting Attorney's Office.
6. Requestor agrees not to transmit, upload, post or otherwise publish on or over the Service, and not seek on or over the Service, any software, file, information, communication or other content:
  - a. Which violates or infringes upon the rights of any other;
  - b. Which, under the circumstances and in County's good faith judgment, is, or is likely to be perceived by an intended recipient or target as defamatory, deceptive, misleading or abusive;
  - c. Which constitutes a threat to, harassment of, or stalking of another;
  - d. Which adversely affects the performance or availability of the Service or County resources;
  - e. Which contains any virus, worm, harmful component or corrupted data;
  - f. Which, without the approval of the County, contains any advertising, promotion or solicitation of goods or services for commercial purposes, or
  - g. Which allows unauthorized access to County data and systems.
7. Subject to the terms of this Agreement, the County grants to Requestor and authorized users a personal, non-exclusive, non-assignable and non-transferable license to use and display the software (referred to as a Service) provided by or on behalf of the County for purposes of accessing the Service on any machine(s) of which Requestor is the primary user or which Requestor is authorized for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. Requestor may not sublicense, assign or transfer this license or the Software except as permitted by the County.

**LIABILITY**

1. The information or services supplied by the County pursuant to this Agreement is provided on an "as is basis" and "with all faults" and Requestor will have no remedy at law or equity against the County in the event information provided to the Requestor is inaccurate, incomplete or otherwise defective in any way.
2. The Requestor agrees to hold the County and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the Requestor's conduct relating to this Agreement, and the County agrees to hold Requestor, its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the County's conduct relating to this Agreement. There are no third party rights created by this Agreement.

**SYSTEM OPERATIONS**

1. The County retains the right to modify current systems at its discretion. The County will make no system modifications on Requestor's behalf unless specifically detailed in Exhibit A. The Requestor is responsible for ascertaining the impact of the changes on their business.
2. Requestor agrees each and every person given the right to access the County systems will use a unique user name assigned by Pierce County Information Technology staff. Each user will sign the most current system and security agreement(s) (Exhibit B) and return them to Pierce County Information Technology Department with written request for security access.
3. Requestor understands priority is assigned to regular County work which may require a reasonable delay in responding to Requestor's requirements from time to time. The County shall not be held liable for service interruptions.
4. Requestor is to provide and maintain all required service components necessary to connect to County services in the manner authorized by the County.
5. Requestor is to ensure all equipment and software used to access the County systems defined in Exhibit A, will be compatible with existing County configurations.
6. Requestor agrees to keep the County informed of any network connectivity between Requestor and other organizations.
7. Requestor understands and agrees that online access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday, exclusive of legal holidays observed by the County. Limited online access may be available outside of these hours. The County shall not be held liability if the system/network is off-line and not accessible.

**CONTACTS**

1. The County will provide a list of contacts to administer the Services provided under this Agreement.
2. Requestor will provide the names of at least two (2) of their employees who will be the primary contacts with County staff. Requests for new users, user modifications or user assistance will come from these contacts. A method of verification will be provided to these employees to use when identifying themselves to the County.
3. Requestor is to contact the County and request deletion of a staff's user name within 24 hours following notice of termination of their employment with the Requestor.

**DEFINITIONS**

Service: The work products described in Exhibit A, Scope of Services.

Annual Service Rate: The fees and charges for the Service(s) from the County that will be reviewed and adjusted yearly as described in Exhibit A, Scope of Services.

Commercial Purposes: See Exhibit C, Disclaimers To and Warranty By Users of Pierce County and/or GIS Data.

**Steward Departments:** One, or in some cases multiple, County departments are designated as the steward of each particular named computer system and its corresponding set of information media (data files, databases, screens, views, reports, menus, and query access). As such, steward departments have the authority to determine data access methods, the dissemination mechanism and secondary data dissemination rules (primary data dissemination rules are specified in a separate County policy statement) for any request to access such systems and information media. In order to execute this authority, steward departments are responsible for the maintenance of security, accuracy, and integrity of the computer systems and information media.

**Data:** Information of an electronic or digital format as in diskettes, electronic file attachments, zip disks, file transfer protocol (FTP), Cd's R/W disks, and any electronic medium such as digital tape.

**Document:** Hard copy work product information from the Service, including but not limited to letters, words, pictures, symbols, maps, or any combination thereof. Does not include "Data" as defined above.

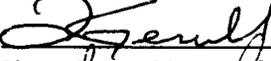
**EXHIBIT A - WAN  
SCOPE OF SERVICES**

**Exhibit A - Online Services from Pierce County**

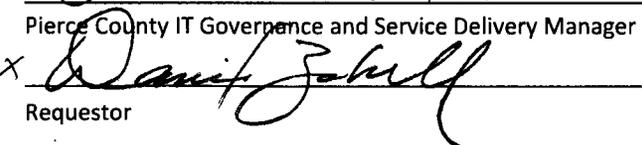
<b>Requestor:</b> City of Fife	<b>Contract #:</b> 92490	<b>Calendar Year Rates Shown:</b> 2014
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<b>System Name:</b>	Pierce County Wide Area Network	
<b>Description of System:</b>	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.	
<b>Steward:</b>	Information Technology Department	
<b>Services</b>		<b>Charges</b>
<b>All services listed are offered but may not be applicable.</b> This will depend upon the connection Requestor and Pierce County Information Technology determine is best for the application.		N/A
<b>Ongoing Charges:</b>	The External User Fee is a utilization fee charged to all external users with ability to access the Pierce County internal network. This fee pays for resources necessary to provide remote access and maintain the network.	External User Fee of \$12.00 per external user per month. External User Fee rate may change each calendar year.
<b>Direct Services:</b>	Information Technology Department will charge Requestor for all direct services related to Requestor account maintenance, incident support and other requests for assistance related to the contracted services.	Direct services outlined in this contract will be charged at External Direct Services rate of \$123.00 per hour (2014 rate). External Direct Services rate may change each calendar year.
<b>Communications Links</b>	Requestor is responsible for establishing and paying for their connection to Pierce County using a Pierce County approved method.	N/A
<b>Security</b>	<p><u>Remote Access Authorization:</u> Requestor agrees to use standard 2 factor remote authentication method for each unique user accessing Pierce County. If applicable, user keyfobs will be returned to Pierce County within 15 days of termination of their account access.</p> <p><u>Encryption:</u> Requestor agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requestor agrees to upgrade operating systems on PC's needing the encryption software in order to comply with encryption software requirements.</p>	A fee equivalent to the current cost of purchasing a keyfob will be charged to the contracting agency to replace any lost keyfobs.

Access by the Requestor to the above system is approved by:

  
 Pierce County Director of Information Technology

 **SAB**  
 Pierce County IT Governance and Service Delivery Manager

 **X**  
 Requestor

8/25/2014  
 Date

8/22/14  
 Date

08/12/14  
 Date

**EXHIBIT A - CountyView  
SCOPE OF SERVICES**

**Exhibit A - On-Line Services from Pierce County**

<b>Requestor:</b>	City of Fife	<b>Contract #:</b>	92490	<b>Calendar Year Rates Shown:</b>	2014
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<b>System Name:</b>	<b>CountyView Suite</b> - Pierce County's Subscription GIS system
<b>Description of System:</b>	The CountyView suite of applications allows users to access production GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.
<b>Steward:</b>	Information Technology Department / GIS Division

<b>Services</b>		<b>Charges</b>	
<b>Use of CVWeb and CVPro</b>	CountyView applications have been in production since 1998 at Pierce County. The CountyView suite of software has been customized and optimized for local government business functions and includes data management for over 800 themes of data, owner-notify tools, locate function, and quick map production. CVWeb is a web-based application that contains efficient searching, viewing, reporting and basic mapping functionality. Simple data creation tools are provided. Clients are responsible for ensuring the functionality in CVWeb will meet their business needs. CVPro is based on ESRI's ArcGIS and includes advanced functionality such as spatial analysis, customized mapping, attribute and feature editing, and data conversion tools.	CVWeb = \$1,365/ea/yr CVPro = \$3,995/ea/yr  Agencies with nine or more users can choose to pay a annual fee for any combination of the two applications. Cost is \$22,725+ 1,125/per user over nine.	Total based on options and number of users
<b>GIS Hardware</b>	To connect to Pierce County's CVWeb application, the agency will share the use of a clustered GIS internet server with other agencies. CVPro users will connect to an internal ArcGIS server that is shared between the online agencies and will have access to the extensions and customized tools that Pierce County has acquired or designed. Storage on county servers for CVPro will be limited to 20gb. For either application, the servers will be equipped with the necessary software licenses to serve the users' needs. The user's login/password must be protected to keep use at acceptable levels of performance.	No extra fee	Included
<b>CVWeb and CVPro Agency Support</b>	Analyst assistance for up to a maximum of 180 hours/yr/agency for all GIS applications. Support includes: - on-call phone support, technical advice, and troubleshooting related to the CV application during regular County business hours - training on advanced functionality within the CV application - monthly onsite user meetings if requested Note: Free training and materials are provided for each licensed user on CVWeb (4 hr class-not deducted from support hours). Users must be familiar with the Windows environment. For CVPro access, "Introduction to ArcGIS I" certification is required. Pierce County can provide training at a cost of \$250 per each CVPro user for materials which is charged separately upon completion of training. Other training options exist and can be discussed.	CVWeb = 12 hrs/ea/yr CVPro = 20 hrs/ea/yr (up to a maximum of 180 hrs/yr/agency for all applications) <sup>1</sup>	Included
<b>CountyView Maintenance</b>	The ongoing maintenance of the CountyView applications require certifying the software on new platform releases, maintaining data sets, loading data sets into the CountyView suite, making enhancements to the system, and adding applications and extensions. Enhancements are in response to user requirements and each agency will have input in this process as well.	No extra fee	Included

<b>The GIS Community Service</b>	The growing GIS community in Pierce County can leverage each other's expertise to optimize the use of GIS. Pierce County GIS will facilitate this sharing of information and data by: -conducting Project meetings as necessary to discuss GIS applications and projects. This meeting is intended for managers and staff to learn about benefits and uses of GIS. -conducting Technical meetings as necessary to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions. -prepare the GIS Bulletin which describes the GIS projects in the County, the status of GIS data conversion, notes from the Project meetings and training schedules.	No extra fee	Included
<b>Ortho Partner</b>	Includes access to all available digital orthophotos (current and historic), impervious surface planimetrics derived from orthos, lidar-based contours, and other layers derived from orthos under this license.	\$1,000/user/yr up to a maximum of \$6,500/agency/yr (if one user needs orthos, all users must have access – managed at agency level only )	Cost based on number of users up to maximum fee of \$6,500 per year per agency

\*Hours exceeding this amount will be billed at the Information Technology/GIS personnel hourly rate which changes each calendar year. (2014 rate is \$123/hr).

Agency support and CountyView maintenance rates are subject to yearly adjustment.

Access by the Licensee to the above system at the calendar year rates shown is approved by:

  
 \_\_\_\_\_  
 Pierce County Information Technology Dept. Director

8/25/2014  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Pierce County GIS & Applications Manager

08/19/14  
 \_\_\_\_\_  
 Date

\*   
 \_\_\_\_\_  
 Requestor

\* 08/12/14  
 \_\_\_\_\_  
 Date

**EXHIBIT A – Data Center Services  
SCOPE OF SERVICES**

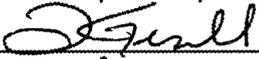
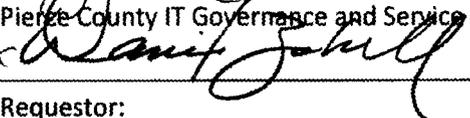
**Exhibit A - On-Line Services from Pierce County**

<b>Requestor:</b> City of Fife	<b>Contract #:</b> 92490	<b>Calendar Year Rates Shown:</b> 2014
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<b>System Name:</b>	Pierce County Data Center Services
<b>Description of System:</b>	Use of a Pierce County Data Center
<b>Steward:</b>	Information Technology Department

Services	Charges		
	<b>All services listed are offered but may not be applicable.</b>		
<b>Ongoing Charges:</b>	The Data Center per Rack Unit monthly charge is a utilization fee charged to all users of the facility that pays for resources necessary to maintain and enhance the center. Note: unescorted access to Pierce County Data Centers is not allowed.  Direct services specifically outlined in this Exhibit A: <ul style="list-style-type: none"> <li>➤ Installation, configuration and connectivity assistance as needed</li> <li>➤ Time spent providing escort during access to our data center facility.</li> </ul>	Information Technology Dept. charges:	1) Rack Unit charge of \$20.00 per unit per month. Rack Unit Fee may change each calendar year.  2) Direct services and time spent escorting as outlined in this contract will be charged at our External Direct Services rate of \$123.00 per hour (2014 rate) in 15 minute increments. External Direct Services rate may change each calendar year.

Access by the Requestor to the above system at the calendar year rates shown is approved by:

	<u>9/25/2014</u>
Pierce County Information Technology Dept. Director	Date
	<u>8/22/14</u>
Pierce County IT Governance and Service Delivery Manager	Date
	<u>x 08/12/14</u>
Requestor:	Date



**EXHIBIT C****DISCLAIMERS TO and WARRANTY BY USERS OF PIERCE COUNTY AND/OR GIS DATA****1. Limitations and Pierce County Data Dissemination Disclaimer**

Requestor seeks access to the data described in "Exhibit A". The County makes no warranty, express or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency, and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with the County's data. No employee or agent of the County is authorized to waive or modify this paragraph. If a user informs others a product is based upon the County's data, the County specifically requests and directs the user also disclose the limitations contained in this paragraph and paragraph #4.

**2. Data Interpretation**

The County's data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is solely their responsibility. The County does not provide data interpretation services.

**3. Spatial Accuracy**

Map data can be plotted or represented at various scales other than the original source of the data. The Requestor is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example, if the zoning data scale is 1" = 2000', the data sets should be used at a scale of 1" = 2000' or smaller.

**4. Liability**

Each party shall not be liable to the other (or transferees or vendees of either party) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the data or the use of it. Each party shall have no remedy at law or equity against the other in case the data provided is inaccurate, incomplete or otherwise defective in any way.

**5. Requestor's Warranty Against Commercial Use of Lists**

RCW 42.56.070(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). "Commercial purposes" means contacting or in some way personally affecting the individuals identified on the list with the purpose of facilities one's commercial activities.

**6. Project Data**

Requestors are encouraged to supply their project data back to the County for use by the County.

**7. Data Shift**

The county will be shifting GIS data to improve the geographic accuracy. Any data the requestor builds on top of the County data may require adjustment. The Requestor assumes responsibility for aligning and registering data to the County data, if necessary.

**EXHIBIT D**  
**SPECIAL PROVISIONS**

**Network Security**

In an attempt to prevent the loss of information/data and to minimize the costly effects of network/system security attacks on system maintenance and network downtime, the County reserves the right to terminate, immediately and without notice, Requestor connection(s) to County resources if it appears Requestor's continued connection to County systems may be harmful (for example, virus, worm or network security attacks) to either County or Requestor. Connection will not be reinstated until County determines such threat no longer exists. Reasonable care will be taken to re-establish connection to the Requestor within a reasonable time. By accessing the County system, Requestor acknowledges the right and discretion of County to terminate Requestor's connection(s) in the event of a network security threat and agrees County will not be liable to Requestor for interruption of business or in any other fashion in regard to any such termination or failure to terminate. If County staff must provide assistance to Requestor to ensure Requestor's systems are free from harmful threats, charges will be assessed as described in Exhibit A.

**"Conditions of Use", page 1 above**

"Secondary data dissemination" does not include the Requestor's disclosure of documents printed from the Service. The Requestor agrees to immediately notify the County as provided in section 3, Conditions of Use, of the Agreement when the Requestor receives a request for the County's data. If the Requestor promptly transmits such a request to the County, the County agrees to respond within the deadline in RCW 42.56.520. The Requestor shall not be required to defend the County concerning the County's refusal to disclose any data.

If the Requestor receives a request for a document(s) printed from the Service, the Requestor shall make a decision whether such document(s) is/are exempt from disclosure and process the request accordingly. The County need not be contacted in those instances where a request is made for a document(s) only.

**PIERCE COUNTY  
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT # 66107  
FOR ACCESS TO COUNTY SYSTEMS**

City of Elka, hereinafter called Requestor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

(Agreement), pp. 1 to 5,  
Attachment 1(Definitions), pp. 6,  
Exhibit A (Scope of Services), pp. A1 to A3,  
Exhibit B (Security Access Agreement), pp. B1,  
Exhibit C (Disclaimers), pp. C1, and  
Exhibit D (Special Provisions), pp. D1.

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 24th day of November, 2008, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 23rd day of November, 2013.

This Agreement will be binding upon the Requestor, officers, agents and employees. The person(s) executing this Agreement on behalf of the Requestor are fully authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16<sup>th</sup> day of March, 2009

**REQUESTOR:**

Steve Worthington  
Name  
[Signature]  
Signature  
City Manager  
Title of Signatory

Address: 5411 23rd St. E.  
Elka, WA 98424

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: Steve Montgomery

Contact Phone: 253-896-8637

Contact FAX: 253-922-5355

**PIERCE COUNTY:**

[Signature]  
Deputy Prosecuting Attorney Date  
(Approved per 45 form only)

**Recommended:**

Kathryn R. Keating 3/16/09  
Budget and Finance Date

Approved: [Signature] Date  
Department Director  
(less than \$250,000)

SE N/A Date  
Pierce County Executive  
(\$250,000 or more)

## **AGREEMENT FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS**

The terms of this Agreement will remain in full force and effect for a five (5) year period ending on November 23rd, 2013, subject to thirty (30) days written notice of termination by either party to the other.

The parties, in consideration of the terms and conditions described below, agree as follows:

### **SCOPE OF SERVICE**

- 1) The County agrees to provide the services described in Exhibit A (referred to as Service) according to the terms of this agreement. Requestor agrees to provide access to and use of the Service and all other resources necessary to use the Service under this agreement.

### **FEE FOR SERVICE**

- 2) Requestor agrees to pay for the services in accordance with the rates or charges set forth in Exhibit A(s). The County will notify the Requestor 30 days in advance, in writing, of annual service rate changes. The County will bill the Requestor with terms of net cash, payable within thirty (30) days after the statement date. Requestor shall pay all applicable taxes related to use of the Service by Requestor. Non-payment for Services shall result in the termination of the Services.

### **CONDITIONS OF USE**

- 3) Requestor represents and agrees that the County information and systems will not be used for commercial purposes contrary to the requirements of RCW 42.56.070(9) and WAC 390-13-010
- 4) Requestor agrees not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.
- 5) The parties agree that should Requestor use this Service in a manner contrary to the terms of this Agreement, Requestor will be ineligible to receive any similar service in the future and Requestor will be subject to all applicable civil and criminal penalties. Misuse or damage of service components or County data could result in billable charges for actual damages.
- 6) The Requestor, its officers and employees, will:
  - a) Maintain the confidentiality of County information.
  - b) Comply with Pierce County Data Dissemination Disclaimer (Exhibit C) and refrain from

releasing or providing Pierce County data to other persons or entities (secondary data dissemination). Since this County Policy is based on RCW(s) and ordinances, changes may be made annually and will be provided at the same time as the annual service rates (as stated in Section 2).

- c) Maintain the proprietary nature of Pierce County software, data and systems used by the Requestor under the terms of this Agreement.

These conditions shall be met ~~except~~ upon the prior written consent of the steward County department and the Pierce County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County.

- 7) Requestor will immediately give to the County notice of any judicial proceeding seeking disclosure of County information by contacting the Pierce County Prosecuting Attorney's Office.
- 8) Requestor agrees not to transmit, upload, post or otherwise publish on or over the Service, and not seek on or over the Service, any software, file, information, communication or other content:
  - a) which violates or infringes upon the rights of any other;
  - b) which, under the circumstances and in County's good faith judgment, is, or is likely to be perceived by an intended recipient or target as, defamatory, deceptive, misleading or abusive;
  - c) which constitutes a threat to, harassment of, or stalking of another;
  - d) which adversely affects the performance or availability of the Service or County resources;
  - e) which contains any virus, worm, harmful component or corrupted data; or
  - f) which, without the approval of the County, contains any advertising, promotion or solicitation of goods or services for commercial purposes.
  - g) which allows unauthorized access to County data and systems.
- 9) Subject to the terms of this Agreement, the County grants to Requestor and authorized users a personal, non-exclusive, nonassignable and nontransferable license to use and display the software (referred to as Software) provided by or on behalf of County for purposes of accessing the Service on any machine(s) of which Requestor is the primary user or which Requestor is authorized for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. Requestor may not sublicense,

assign or transfer this license or the Software except as permitted by County.

### **LIABILITY**

- 10) The information or services supplied by the County pursuant to this Agreement is provided on an "as is basis" and "with all faults" and Requestor will have no remedy at law or equity against the County in the event information provided to the Requestor is inaccurate, incomplete or otherwise defective in any way.
- 11) The Requestor agrees to hold the County and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the Requestor's conduct relating to this agreement, and the County agrees to hold Requestor and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the County's conduct relating to this agreement. There are no third party rights created by this agreement.

### **SYSTEM OPERATIONS**

- 12) The County retains the right to modify current systems at its discretion. The County will make no systems modifications on Requestors' behalf unless specifically detailed in Exhibit A. The Requestor is responsible for ascertaining the impact of changes on their business.
- 13) Requestor agrees that each and every person given the right to access County systems will use a unique user name assigned by Pierce County Information Technology staff. Each user will sign the most current system and security agreement(s) (Exhibit B) and return to Pierce County Information Technology Department with written request for security access.
- 14) Requestor understands that priority is assigned to regular County work which may require a reasonable delay in responding to Requestors' requirements from time to time. The County shall not be held liable for service interruptions.
- 15) Requestor is to provide and maintain all required service components necessary to connect to County services in the manner authorized by the County.
- 16) Requestor is to ensure that all equipment and software used to access the Pierce County systems defined in Exhibit A, will be compatible with existing County configurations.

- 17) Requestor agrees to keep the County informed of any network connectivity between Requestor and other organizations.
- 18) Requestor understands and agrees that on-line access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday, exclusive of legal holidays observed by the County. Limited on-line access may be available outside of these hours. The County shall not be held liable if the system/network is off-line and not accessible.

#### **CONTACTS**

- 19) The County will provide a list of contacts to administer the Services provided under this agreement.
- 20) Requestor will provide the names of at least two (2) of their employees who will be the primary contacts with Pierce County staff. Requests for new users, user modifications or user assistance will come from these contacts. A method of verification will be provided to these employees to use when identifying themselves to Pierce County.
- 21) Requestor is to contact the County and request deletion of a staff's user name within 24 hours following notice of termination of their employment with the Requestor.

#### **SPECIAL PROVISIONS**

- 22) Special provisions are listed in Exhibit D.



**EXHIBIT A - WAN  
SCOPE OF SERVICES**

**Exhibit A - Online Services from Pierce County**

<b>Requestor:</b>	( Entity/Contractor) City of Fife	<b>Contract #:</b>	066107	<b>Calendar Year Rates Shown:</b>	2014
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<b>System Name:</b>	Pierce County Wide Area Network				
<b>Description of System:</b>	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.				
<b>Steward:</b>	Information Technology Department				
<b>Services</b>					<b>Charges</b>
<b>All services listed are offered but may not be applicable.</b> This will depend upon the connection Requestor and Pierce County Information Technology determine is best for the application.					N/A
Ongoing Charges:	The External User Fee is a utilization fee charged to all external users with ability to access the Pierce County internal network. This fee pays for resources necessary to provide remote access and maintain the network.				External User Fee of \$12.00 per external user per month. External User Fee rate may change each calendar year.
Direct Services:	Information Technology Department will charge Requestor for all direct services related to Requestor account maintenance, incident support and other requests for assistance related to the contracted services.				Direct services outlined in this contract will be charged at External Direct Services rate of \$123.00 per hour (2014 rate). External Direct Services rate may change each calendar year.
Communications Links	Requestor is responsible for establishing and paying for their connection to Pierce County using a Pierce County approved method.				N/A
Security	<p><u>Remote Access Authorization:</u> Requestor agrees to use standard 2 factor remote authentication method for each unique user accessing Pierce County. If applicable, user keyfobs will be returned to Pierce County within 15 days of termination of their account access.</p> <p><u>Encryption:</u> Requestor agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requestor agrees to upgrade operating systems on PC's needing the encryption software in order to comply with encryption software requirements.</p>				A fee equivalent to the current cost of purchasing a keyfob will be charged to the contracting agency to replace any lost keyfobs.

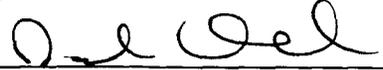
Access by the Requestor to the above system is approved by:

  
 \_\_\_\_\_  
 Pierce County Director of Information Technology

11/25/2014  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Pierce County IT Governance and Service Delivery Manager

1/14/14  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Requestor

12.18.2013  
 \_\_\_\_\_  
 Date

**EXHIBIT A - DCS  
SCOPE OF SERVICES**

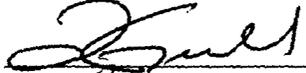
**Exhibit A - On-Line Services from Pierce County**

<b>Requestor:</b> ( Entity/Contractor) City of Fife	<b>Contract #:</b> 066107	<b>Calendar Year Rates Shown:</b> 2014
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<b>System Name:</b>	Pierce County Data Center Services
<b>Description of System:</b>	Use of a Pierce County Data Center
<b>Steward:</b>	Information Technology Department

Services		Charges	
	<b>All services listed are offered but may not be applicable.</b>		
Ongoing Charges:	<p>The Data Center per Rack Unit monthly charge is a utilization fee charged to all users of the facility that pays for resources necessary to maintain and enhance the center. Note: unescorted access to Pierce County Data Centers is not allowed.</p> <p>Direct services specifically outlined in this Exhibit A:</p> <ul style="list-style-type: none"> <li>➤ Installation, configuration and connectivity assistance as needed</li> <li>➤ Time spent providing escort during access to our data center facility.</li> </ul>	Information Technology Dept. charges:	<p>1) Rack Unit charge of \$20.00 per unit per month. Rack Unit Fee may change each calendar year.</p> <p>2) Direct services and time spent escorting as outlined in this contract will be charged at our External Direct Services rate of \$123.00 per hour (2014 rate) in 15 minute increments. External Direct Services rate may change each calendar year.</p>

Access by the Requestor to the above system at the calendar year rates shown is approved by:

  
 \_\_\_\_\_  
 Pierce County Information Technology Dept. Director

1/25/2014  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Pierce County IT Governance and Service Delivery Manager

1/14/14  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Requestor:

12.18.2013  
 \_\_\_\_\_  
 Date

## EXHIBIT A

### SCOPE OF SERVICES

#### Exhibit A - On-Line Services from Pierce County

<b>Requestor:</b>	City of Fife	<b>Contract #:</b>	66107	<b>Calendar Year Rates Shown:</b>	2006
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<b>System Name:</b>	Pierce County Wide Area Network
<b>Description of System:</b>	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.
<b>Steward:</b>	Information Technology Dept.

Services	Charges		
	All services listed are offered but may not be applicable. This will depend upon the connection Requestor and Pierce County Information Technology Dept. Specialist determine is best for the application.		
<b>One-time setup:</b>	Information Technology Dept. will set up accounts with passwords for a list of users provided by the Requestor for each system included in this Exhibit A.	Information Technology Dept. charges:	1) User account setup is included as part of monthly user fees (see on-going charges).
<b>Training:</b>	No training offered.	Information Technology Dept. charges:	N/A
<b>Ongoing Charges:</b>	<p>The Wide Area Network monthly charge is a utilization fee charged to all users on the network that pays for resources necessary to maintain and enhance the network.</p> <p>Information Technology Dept. will set up accounts with passwords for any new users for each system included in this Exhibit A.</p> <p>Service Desk level one connectivity phone support.</p> <p>Direct services specifically outlined in this exhibit A are:</p> <ul style="list-style-type: none"> <li>&gt; Configuration and connectivity assistance</li> <li>&gt; Desktop and Network Support for County supported products</li> </ul>	Information Technology Dept. charges:	<p>1) Wide Area Network charge of \$12.20 per external user per month<sup>2</sup>. Service Desk level one connectivity phone support and account setup/deletion included in this monthly charge.</p> <p>2) Additional Wide Area Network connection fee of \$12.20 per user per month<sup>2</sup> for all users connecting via the Internet.</p> <p>3) Direct services outlined in this contract will be charged at our personnel rate of \$83.00 per hour<sup>1</sup> in 15 minute increments.</p>

Requester agrees to pay all installation and monthly telecommunications charges for lines used to access Pierce County.

**Remote Access Authorization:** Requester agrees to use remote authentication keyfob for each unique user accessing Pierce County within 15 days of termination of their account access. A fee will be returned to Pierce County within 15 days of purchasing a keyfob will be charged to the contracting agency to replace any lost keyfobs.

**Encryption:** Requester agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requester agrees to upgrade operating systems on PC's needing the encryption software in order to comply with encryption software requirements. 2008 rate is \$53.00. 2009 rate is \$12.20 per user per month.

Other:

Communications Links:

Security:

Hourly rate to be used will be the Information Technology Dept. personnel hourly rate which changes each calendar year. Monthly User Fee for Pierce County which changes each calendar year. 2008 rate is \$12.20 per user per month.

Access by the Requestor to the above stated at the calendar year rates shown is approved by:

Requestor

*[Signature]*  
Pierce County Information Technology Dept. Director

*[Signature]*  
Pierce County IT Operations Manager

Date 2/27/09

Date 2/23/09

## EXHIBIT A

### SCOPE OF SERVICES

#### Exhibit A - On-Line Services from Pierce County

Requestor:	City of Fife	Contract #:	06107	Calendar Year Rates Shown:	2008
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System Name:	Pierce County Data Center Services
Description of System:	Use of a Pierce County Data Center.
Steward:	Information Technology Department

Services	Charges
All services listed are offered but may not be applicable.	
<b>Ongoing Charges:</b> The Data Center per Rack Unit monthly charge is a utilization fee charged to all users of the facility that pays for resources necessary to maintain and enhance the center. Note: unescorted access to Pierce County Data Centers is not allowed.  Direct services specifically outlined in this Exhibit A: <ul style="list-style-type: none"> <li>&gt; Installation, configuration and connectivity assistance as needed</li> <li>&gt; Time spent providing escort during access to our data center facility.</li> </ul>	Information Technology Dept. charges:  1) Rack Unit charge of \$20.00 per unit per month <sup>1</sup> .  2) Direct services and time spent escorting as outlined in this contract will be charged at our personnel rate of \$83.00 per hour <sup>2</sup> in 15 minute increments.

<sup>1</sup> Rack Unit rate to be used will be the Monthly Rack Unit Fee for Pierce County which changes each calendar year. 2008 rate is \$20.00 per unit per month.  
<sup>2</sup> Hourly rate to be used will be the Information Technology Dept. personnel hourly rate which changes each calendar year. 2008 is \$83.00.

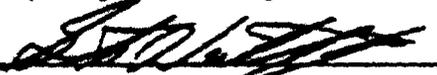
Access by the Requestor to the above system at the calendar year rates shown is approved by:

  
 Pierce County Information Technology Dept. Director

\_\_\_\_\_ Date

  
 Pierce County IT Operations Manager

2/27/09  
 Date

  
 Requestor

2-23-09  
 Date

## Exhibit A - On-Line Services from Pierce County

Calendar Year Rates Shown: 2009	
	Contract #: 06107
<p><b>CountyView Suite - Pierce County's Subscription GIS system</b></p> <p>The system provides users with the ability to display themes of data, perform spatial analysis, and utilize customized County GIS functionality.</p>	
Requestor:	City of Pile
System Name:	CountyView Suite - Pierce County's Subscription GIS system
Description of System:	<p>The CountyView suite of applications allows users to access production GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.</p>
Steward:	Information Technology Department / GIS Division
Use of CVWeb and CVPro	<p><b>Services</b></p> <p>CountyView applications have been in production since 1998 at Pierce County. The CountyView suite of software has been customized and optimized for local government agencies with nine or more users. Agencies with nine or more users can choose to pay a annual fee for any combination of the two applications. Cost is \$21,630 + \$1,000 per user over nine.</p> <p>CVWeb - \$1,300/yearly            CVPro - \$3,800/yearly</p> <p>No extra fee</p> <p>CVWeb = 12 hrs/yearly            CVPro = 20 hrs/yearly            (up to a maximum of 180 hrs/yearly for all applications)</p> <p>Total based on options and number of users            21,130 (x1)</p> <p>Included</p>
GIS Hardware	<p>To connect to Pierce County's CVWeb application, the agency will share the use of a dedicated internet server with other agencies. CVPro users will connect to an internet ArcGIS server that is also shared between County has servers licensed to serve the users' needs. The user's workstation must be processed to support use of ArcGIS for all GIS applications.</p> <p>CVWeb maintenance for up to a maximum of 180 hrs/yearly for all GIS applications.</p> <p>Support includes:            - on-call phone support, technical advice, and troubleshooting related to the CV application.            - on-site regular County business hours            - during on advanced meetings if requested            - weekly on-site user materials are provided for each licensed user with the Windows County            - weekly on-site user materials are provided for each licensed user with the Windows County            - weekly on-site user materials are provided for each licensed user with the Windows County</p> <p>Note: Free training and support hours. Users must be familiar with the Windows County            not included from support hours. ArcGIS T certification is required. Pierce County            For CVPro users, introduction to ArcGIS T certification is required. Pierce County            provide training at a cost of \$150 per each CVPro user for materials and can be done            separately upon completion of training. Other training options exist and can be done</p>
CVWeb and CVPro Agency Support	<p>CVWeb and CVPro Agency Support</p>



## EXHIBIT B

### PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT for Employees, Contractors, Volunteers and External Agency Employees.

Access to the Pierce County Network has been provided to you so you may complete specific activities related to your job duties or contractor agreement. Any use beyond what is agreed upon and described in your duties/contract is not allowed. Security will be in place to limit your activities on the network. By signing this agreement, you state that you will not attempt to access information or services not meant to be available to you on the Pierce County network as described in your assigned duties.

You also agree to safeguard any passwords provided to you to access Pierce County systems. You must configure your access to the Pierce County network so that a password must be typed in each time you access the system(s). You cannot share this password with any one else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer.

You are responsible for any damage caused by actions you take in relation to the Pierce County network that are outside of those described in your duties/contract.

You are to use the utmost discretion in preserving the confidential nature of any information you are authorized to access. Information is to be obtained for authorized purposes ONLY. Obtaining any information for personal use is prohibited; this includes looking up information in any of the computer databases for personal use. As an employee or contractor you may not observe, obtain, nor ask another person to obtain confidential information for personal reasons. "Confidential information" includes (1) information that has been obtained under governmental authority and which is prohibited by law from being disclosed to the public, as well as (2) information which Pierce County or its agencies, officers or agents have a legal duty and/or privilege not to disclose or which is otherwise not available to the public. You shall not disclose confidential information without County authorization. Releasing information may be in violation of the laws of the State of Washington, for example a violation of the provisions of the Criminal History Privacy Act (RCW 10.97) shall constitute a misdemeanor and may result in criminal prosecution. When in doubt, be discreet, and talk with your Pierce County supervisor/contact. It is better to err on the side of caution than on the side of carelessness. County employees must adhere to County policies.

I have read and understand the above policy regarding computer network access and confidential information and have received copy of same

Agency/Employer Name: City of Fife

**Employee/Contractor Information:**

First Name:	S T E V E	Middle Initial:	
Last Name:	M O N T G O M E R Y		
Office Phone:	253 - 896 - 8637	Ext:	
Email Address:	S.MONTGOMERY@cityoffife.org		

Date: 2/25/09 Employee/Contractor Signature: [Signature]

Date: \_\_\_\_\_ Pierce County Authorizing Signature: \_\_\_\_\_  
(Please route to ITSystemAdmin, IT-Merit 3<sup>rd</sup> Floor after authorizing signature obtained)

**Information Technology Internal Use Only:**

Keyjob #	Login Name Assigned	Systems Accessed
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## EXHIBIT C

### DISCLAIMERS TO and WARRANTY BY USERS of PIERCE COUNTY AND/OR GIS DATA

#### 1. Limitations and Pierce County Data Dissemination Disclaimer

Requestor seeks access to the data described in "Exhibit A". The County makes no warranty, express or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. **ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS"**. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with Pierce County's data. No employee or agent of Pierce County is authorized to waive or modify this paragraph. If a user informs others that a product is based upon Pierce County's data, the County specifically requests and directs that the user also disclose the limitations contained in this paragraph and in paragraph 4.

#### 2. Data Interpretation

Pierce County data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is the solely their responsibility. The County does not provide data interpretation services.

#### 3. Spatial Accuracy

Map data can be plotted or represented at various scales other than the original source of the data. The Requestor is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example: if the zoning data scale is 1"=200' and the city boundary data set is 1"=2000', the data sets should be used at a scale of 1"=2000' or smaller.

#### 4. Liability

Each party shall not be liable to the other (or transferees or vendees of either party) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the data or the use of it. Each party shall have no remedy at law or equity against the other in case the data provided is inaccurate, incomplete or otherwise defective in any way.

#### 5. Requestor's Warranty Against Commercial Use of Lists

RCW 42.56.070(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents that no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). "Commercial purposes" means contacting or in some way personally affecting the individuals identified on the list with the purpose of facilitating one's commercial activities.

#### 6. Project Data

Requestors are encouraged to supply their project data back to the County for use by the County.

#### 7. Data Shift

The County will be shifting GIS data to improve the geographic accuracy. Any data the requestor builds on top of the County data may require adjustment. The Requestor assumes responsibility for aligning and registering data to the County data, if necessary.

Requestor: City of Elsie

Authorized Agent: [Signature]

Date: 2/23/09

**EXHIBIT D**  
**SPECIAL PROVISIONS**

**Network Security**

In an attempt to prevent the loss of information/data and to minimize the costly effects of network/system security attacks on system maintenance and network downtime, the County reserves the right to terminate, immediately and without notice, Requestor connection(s) to County resources if it appears that Requestor's continued connection to County systems may be harmful (for example, virus, worm or network security attacks) to either County or Requestor. Connection will not be reinstated until County determines that such threat no longer exists. Reasonable care will be taken to re-establish connection to the Requestor within a reasonable time. By accessing the County system, Requestor acknowledges the right and discretion of County to terminate Requestor's connection(s) in the event of a network security threat and agrees that County will not be liable to Requestor for interruption of business or in any other fashion in regard to any such termination or failure to terminate. If County staff must provide assistance to Requestor to ensure Requestor's systems are free from harmful threats, charges will be assessed as described in Exhibit A attached.

**"Conditions of Use," Section 6**

"Secondary data dissemination" does not include the Requestor's disclosure of documents printed from the service. The Requestor agrees to immediately notify the County as provided in Section 6 of the Agreement when the Requestor receives a request for the County's data. If the Requestor promptly transmits such a request to the County, the County agrees to respond within the deadline in RCW 42.56.520. The Requestor shall not be required to defend the County concerning the County's refusal to disclose any data.

If the Requestor receives a request for a document(s) printed from the service, the Requestor shall make a decision whether such document(s) is exempt from disclosure and process the request accordingly. The County need not be contacted in those instances where a request is made for a document(s) only.