

DIGITAL ORTHOPHOTOGRAPHY PARTNERSHIP AGREEMENT

Agreement # 97850
between
Pierce County
and

City of Fife, hereinafter called **Partner**, and Pierce County, hereinafter called **COUNTY**, agree to the terms of this Digital Orthophotography Partnership Agreement.

WHEREAS the **County** conducts an orthophotography (orthophoto) construction program to develop a high resolution digital orthophotography database and makes this digital data available for use in the Digital Orthophotography Program;

WHEREAS the **Partner** needs digital orthophotography for viewing, mapping and analysis and wishes to opt in to the **County's** Digital Orthophotography Program;

NOW, THEREFORE, the **Partner** and **County** agree to the following responsibilities and terms of the Digital Orthophotography Partnership agreement effective this 1st Day of January, 2015.

It is agreed by the parties:

Product

1. **County** will establish the orthophotography specifications and requirements for 1"=100' mapping.
 - 1.1. Imagery is a 1"=800' color photo, pixel size of 0.5 ft, free of cloud cover, and artifacts that obscure physical features.
 - 1.2. Every effort is made to utilize the best available terrain model and maintain the horizontal positional alignment of the dataset as compared to the 1998 county orthophotos. This will benefit **Partners** who have constructed datasets on top of the orthophotos.
2. **County** will conduct and manage the timely competitive bid, selection, procurement, development, quality control of the Pierce County orthophotography dataset.
3. **Partner** will determine what geographic area of the orthophoto database the Partner will opt to use.
4. Orthophotography Partnership program provides to the **Partner**:
 - 4.1. Orthophoto coverage area defined by: **COUNTY**
 - 4.2. Orthophotography for the year(s): **prior to and including 2018**
 - 4.3. Other related data sets: ortho-based contours, lidar contours, and full countywide ortho access.
5. Updates to the orthophotography database will be no less than every four years. The frequency of the update is determined by the **County** following consideration of **Partner** concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database.

6. Other **County** products, services or data sets are not a part of this agreement.

Product Use

7. **Partner** will have access to the orthophotography for viewing, mapping and analysis available in the on-line **County's** GIS applications.
8. The **County** licenses the orthophotos from the orthophoto vendor. Access by the **Partner** to the digital orthophotos and associated data is subject to and governed by this agreement, including the following licensing terms:
 - 8.1. The **Partner** shall use the orthophoto data for internal business purposes only.
 - 8.2. The **Partner** may make hardcopy maps of orthophotos (and with other data overlays) for internal or public distribution.
 - 8.3. The **Partner** selecting the maximum user option may copy portions of the orthophoto database to other internal company servers for use with Autocad or other mapping software upon written approval from **County**.
 - 8.4. The **Partner** selecting the maximum user option can request the **County** to make a copy of the orthophotos and provide this data to consultants or engineers who are performing work under contract for a specific **Partner** project. Consultants or contractors must adhere to the terms in this agreement and pay the \$80/hr to copy the dataset onto CD or DVD.
 - 8.5. The **Partner** may not post the orthophotos to any web site.
9. The **Partner** may not distribute or permit the distribution of the orthophoto database/files in any digital format to other agencies, the public or third parties. Violation of this restriction will result in a) the **Partner** returning the orthophotography to the **County** thus ceasing use of the product, b) if using online **County** GIS application services, orthophoto access will be discontinued or c) the **County** may also seek legal redress.
10. If the **Partner** uses **County** GIS on-line application services, the **Partner's** GIS users will be provided access to the orthophotography through the on-line application services in CountyView. If the **Partner** does not have on-line access to the **County** GIS, the **Partner** selecting the maximum user option will provide a hard disk to copy the dataset for transfer.
11. The **Partner** has a perpetual agreement to use the orthophotography as defined in this document unless terminated for cause (section 8) or non-payment of agreement fees.
12. **Partner's** rights under this agreement are nonassignable, nontransferable, nonsublicensable and nonexclusive.
13. **Partner** accepts that a limited (larger pixel scale) public domain product may be produced with each acquisition and released with a 6 month schedule delay. This product is for the USGS and National Map program and will be provided only when the USGS contributes funding to the orthophotography program.

Product Fees and Term

14. The **Partner** will pay agreement fees for the development and maintenance of the orthophotography.

Yearly agreement fees for the **countywide** dataset:

Annual maintenance fee is: \$1,000 per user per year up to a maximum of \$6,500 per year.

15. After the initial contract term, as agreed to in item# 19, the fees will be adjusted based on the number of Partners and the cost of the products provided in the program. The **County** will notify **Partners** of changes to the agreement fees.
16. Non-Appropriations (applies to Governmental Agencies only)
 - 16.1. **Partner** intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Agreement: 1) **Partner** agrees to include in its budget request appropriations sufficient to cover **Partner's** obligations under this Agreement and 2) **Partner** agrees to use all reasonable and lawful means to secure these appropriations.
 - 16.2. In the event that **Partner** is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, **Partner** may terminate this Agreement by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, **Partner** shall remit all amounts due through the date of termination.
17. The **Partner** may opt out of the **County** Orthophotography Program by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Fees are not refundable.
18. In the event the **Partner** chooses to opt out of the orthophotography program, the **Partner** will return the orthophotography to the **County** and discontinue use of the data.
19. The contract period shall be from January 1, 2015 to December 31, 2018. The Contract shall be renewable for one (1) additional three (3) year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the next term.

Limitations

20. The **County** makes no warranty, expressed or implied, concerning the orthophotography'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. **Partner** 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 **County's** orthophotography.

Spatial Accuracy

21. Orthophotography can be plotted or represented at various scales other than the original source of the data. The **Partner** 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.

No County Liability

22. **County** shall not be liable to the **Partner** (or transferees or vendees of **Partner**) or others for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the orthophotography or the use of it. The **Partner** and any others shall have no remedy at law or equity against the **County** in case the orthophotography provided is inaccurate, incomplete or otherwise defective in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of February, 2015

PARTNER:

Subir Mukerjee
Name

[Signature] 12/16/14
Signature Date

Interim City Manager
Title of Signatory

Mailing Address:

511-23rd St. E.
Fife, WA 98424

Street Address, (if different):

SAME AS ABOVE

Contact Name: _____

Contact Phone: _____

Contact Email: _____

PIERCE COUNTY:

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

Recommended:

[Signature] 2/3/15
Budget and Finance Date

Approved:

[Signature] 1/8/2015
Department Director Date
(less than \$250,000)

BK 1/5/15

or

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

APPROVED AS TO FORM:

[Signature]
City Attorney



Pierce County

Information Technology Department

LINDA J. GERULL
Director

615 South 9th Street, Room 300
Tacoma, Washington 98405-4666
(253) 798-7476 • FAX (253) 798-6622

February 17, 2015

City of Fife
Attn: Subir Mukerjee
5411 23rd St. E
Fife, WA 98424

RE: Contract 97850

Enclosed you will find a fully executed copy of the Digital Orthophotography Partnership Agreement.

Regards,

A handwritten signature in cursive script that reads "Debi Dahlstrom".

Debi Dahlstrom
Accounting Assistant 3

Enclosures



B 2374.

**DIGITAL ORTHOPHOTOGRAPHY
SUBSCRIPTION AGREEMENT**

RECEIVED
MAR 25 2009

**Agreement # 66149
between
Pierce County
and
City of Fife**

FIFE PLANNING DEPT.

City of Fife hereinafter called **Subscriber**, and Pierce County, hereinafter called COUNTY, agree to the terms of this Digital Orthophotography Subscription Agreement.

WHEREAS the **County** conducts an orthophotography (orthophoto) construction program to develop a high resolution digital orthophotography database and makes this digital data available for subscription;

WHEREAS the **Subscriber** needs digital orthophotography for viewing, mapping and analysis and wishes to subscribe to the **County's** Digital Orthophotography;

NOW, THEREFORE, the **Subscriber** and **County** agree to the following responsibilities and terms of the Digital Orthophotography Subscription agreement effective this 31 day of JANUARY, 2009.

It is agreed by the parties:

Product

1. **County** will establish the orthophotography specifications and requirements for 1"=100" mapping.
 - 1.1. Imagery is a 1"=800' color photo, pixel size of 0.5 ft, free of cloud cover, and artifacts that obscure physical features.
 - 1.2. Every effort is made to utilize the best available terrain model and maintain the horizontal positional alignment of the dataset as compared to the 1998 county orthophotos. This will benefit **Subscribers** who have constructed datasets on top of the orthophotos.
2. **County** will conduct and manage the timely competitive bid, selection, procurement, development, quality control of the Pierce County orthophotography dataset.
3. **Subscriber** will determine what geographic area of the orthophoto database the Subscriber will subscribe to and use.

4. Orthophotography Subscription program provides to the **Subscriber**:
 - 4.1. Orthophoto coverage area defined by: **City of Fife UGA**
 - 4.2. Orthophotography for the year(s): **prior to and including 2011**
 - 4.3. Other related data sets: ortho-based contours, lidar contours, and full countywide ortho subscription.
5. The **County** Orthophotography Subscription program includes an update in 2008 to the 2005 orthophoto dataset. Updates to the orthophotography database will be as frequently as every three years and no less than every four years. The frequency of the update is determined by the County following consideration of subscriber concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database.
6. Other **County** products, services or data sets are not a part of this agreement.

Product Use

7. **Subscriber** will have rights to use the orthophotography for viewing, mapping, analysis and use in a GIS system.
8. The **County** licenses the orthophotos from the orthophoto vendor. Access by the **Subscriber** to the digital orthophotos and associated data is subject to and governed by this agreement, including the following licensing terms:
 - 8.1. The **Subscriber** shall use the orthophoto data for internal business purposes only.
 - 8.2. The **Subscriber** may make hardcopy maps of orthophotos (and with other data overlays) for internal or public distribution.
 - 8.3. The **Subscriber** may copy portions of the orthophoto database to other internal company servers for use with Autocad or other mapping software upon written approval from **County**.
 - 8.4. The **Subscriber** can request the **County** to make a copy of the orthophotos and provide this data to consultants or engineers who are performing work under contract for a specific **Subscriber** project. Consultants or contractors must adhere to the terms in this agreement and pay the \$80/hr to copy the dataset onto CD or DVD.
 - 8.5. The **Subscriber** may not post the orthophotos to any web site.

9. The **Subscriber** may not distribute or permit the distribution of the orthophoto database/files in any digital format to other agencies, the public or third parties. Violation of this restriction will result in a) the **Subscriber** returning the orthophotography to the **County** thus ceasing use of the product, b) if using online **County** GIS application services, orthophoto access will be discontinued or c) the **County** may also seek legal redress.
10. If the **Subscriber** uses **County** GIS on-line application services, the **Subscriber's** GIS users will be provided access to the orthophotography through the on-line application services in CountyView. If the **Subscriber** does not have on-line access to the **County** GIS, the **Subscriber** will provide a hard disk to copy the dataset for transfer.
11. The Subscriber has a perpetual use license to the orthophotography as defined in this document unless terminated for cause (section 8) or non-payment of license fees.
12. **Subscriber's** rights under this agreement are nonassignable, nontransferable, nonsublicensable and nonexclusive.
13. **Subscriber** accepts that a limited (larger pixel scale) public domain product may be produced with each acquisition and released with a 6 month schedule delay. This product is for the USGS and National Map program and will be provided only when the USGS contributes funding to the orthophotography program.

Product Fees and Term

14. The **Subscriber** will pay license fees for the development and maintenance of the orthophotography.

Yearly licensing fee for CITY URBAN GROWTH AREA only:

Annual maintenance fee in 2009, 2010, 2011: \$ 2,374

15. After the initial contract term (2009-2011), the fees will be adjusted based on the number of subscribers and the cost of the products provided in the program. The **County** will notify **Subscribers** of changes to the subscription fees.
16. Non-Appropriations (applies to Governmental Agencies only)
 - 16.1. **Subscriber** intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Agreement: 1) **Subscriber** agrees to include in its budget request appropriations sufficient to cover **Subscriber's** obligations under this Agreement and 2) **Subscriber** agrees to use all reasonable and lawful means to secure these appropriations.
 - 16.2 In the event that **Subscriber** is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no

other funding source lawfully available to it for such purpose, **Subscriber** may terminate this Agreement by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, **Subscriber** shall remit all amounts due through the date of termination.

17. The **Subscriber** may unsubscribe to the **County** Orthophotography Program by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Fees are not refundable.
18. In the event the **Subscriber** chooses to unsubscribe to the orthophotography program, the **Subscriber** will return the orthophotography to the **County** and discontinue use of the data.
19. The contract period shall be from January 1, 2009 to December 31, 2011. The contract shall be renewable for one additional three year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the next term.

Limitations

20. The **County** makes no warranty, expressed or implied, concerning the orthophotography'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. **Subscriber** 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 County's orthophotography.

Spatial Accuracy

21. Orthophotography can be plotted or represented at various scales other than the original source of the data. The **Subscriber** 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.

No County Liability

22. **County** shall not be liable to the **Subscriber** (or transferees or vendees of **Subscriber**) or others for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the orthophotography or the use of it. The **Subscriber** and any others shall have no remedy at law or equity against the **County** in case the orthophotography provided is inaccurate, incomplete or otherwise defective in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement this 30th day of MARCH, 2009.

SUBSCRIBER:

Steve Worthington
Name

[Signature] 2/23/09
(Signature) Date

City Manager
Title of Signatory

N/A Sam
City Attorney Date
Approved as to legal form only

Mailing Address:

5411 23rd St. E.
Fife, WA 98424
Street Address, if different:

Contact Name: Steve Montgomery

Contact Phone: 253-896-8637

COUNTY:

By [Signature]
Deputy Prosecuting Attorney Date
Approved as to legal form only

Recommended:

By W. Kathryn A. Bentley 3/20/09
Budget and Finance Date

Approved:

20 By [Signature] 2-27-9
Department Director Date
(less than \$250,000)

or

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

FULLY EXECUTED
3/20/09 [Signature]

**PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT # 66107
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 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 ___ day of _____, 20 ___.

REQUESTOR:

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

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

Mailing Address: SAA

Contact Name: Steve Montgomery
Contact Phone: 253-896-8637
Contact FAX: 253-922-5355

PIERCE COUNTY:

Deputy Prosecuting Attorney Date
(Approved as to form only)

Recommended:

Budget and Finance Date

Approved:

Department Director Date
(less than \$250,000)

or

Pierce County Executive Date
(\$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.

5 year
①

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.

8-5

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.

ATTACHMENT 1
Definitions

2

1. Service Service or Services is defined as this contract between the Requestor and the County to provide the work products described in Exhibit A, Scope of Work.
2. Annual Service Rates 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.
3. Commercial Purposes See Exhibit C.
4. 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.
5. Data "Data" is defined as 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.
6. Document "Document" is defined as hard copy work product information from the service, including, but not limited to letters, words, pictures, symbols, maps, or any combination thereof. "Document" does not include any "Data" as defined above.

annual adjustment

EXHIBIT A

SCOPE OF SERVICES

Exhibit A - On-Line Services from Pierce County

Requestor: City of Fife	Contract #: 66107	Calendar Year Rates Shown: 2008
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System Name:	Pierce County Wide Area Network
Description of System:	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.
Steward:	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.		
One-time setup:	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).
Training:	No training offered.	Information Technology Dept. charges:	N/A
Ongoing Charges:	<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"> ➤ Configuration and connectivity assistance ➤ Desktop and Network Support for County supported products 	Information Technology Dept. charges:	<p>1) Wide Area Network charge of \$12.20 per external user per month². 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 month² 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 hour¹ in 15 minute increments.</p>

Other:	Communications Links:	Requestor agrees to pay all installation and monthly telecommunications charges for lines used to access Pierce County.
	Security: (4)	<p><u>Remote Access Authorization:</u> Requestor agrees to use remote authentication keyfob for each unique user accessing Pierce County when outside of the county's infrastructure. User keyfobs will be returned to Pierce County within 15 days of termination of their account access. A fee equivalent to the current cost of purchasing a keyfob will be charged to the contracting agency to replace any lost keyfobs.</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>

¹ Hourly rate to be used will be the Information Technology Dept. personnel hourly rate which changes each calendar year. 2008 is \$83.00.

² Monthly rate to be used will be the 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 system at the calendar year rates shown is approved by:

Pierce County Information Technology Dept. Director

Date

Pierce County IT Operations Manager

Date

Requestor

2/23/07
Date

EXHIBIT A

SCOPE OF SERVICES

Exhibit A - On-Line Services from Pierce County

Requestor: City of Fife	Contract #: 66107	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.		
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"> ➤ Installation, configuration and connectivity assistance as needed ➤ Time spent providing escort during access to our data center facility. 	Information Technology Dept. charges:	<p>1) Rack Unit charge of \$20.00 per unit per month¹.</p> <p>2) Direct services and time spent escorting as outlined in this contract will be charged at our personnel rate of \$83.00 per hour² in 15 minute increments.</p>

¹ 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.

² 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 Date

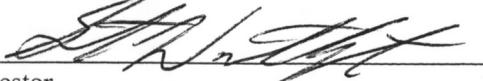

Requestor 2/23/09
Date

Exhibit A - On-Line Services from Pierce County

Requestor: City of Fife	Contract #: 66107	Calendar Year Rates Shown: 2009
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System Name:	CountyView Suite - Pierce County's Subscription GIS system
Description of System:	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.
Steward:	Information Technology Department / GIS Division

Services		Charges	
Use of CVWeb and CVPro	<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 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.</p>	<p>CVWeb = \$1,300/ea/yr CVPro = \$3,800/ea/yr</p> <p>Agencies with nine or more users can choose to pay a annual fee for any combination of the two applications. Cost is \$21,630 + \$1,080/per user over nine.</p>	Total based on options and number of users
GIS Hardware	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 also shared between the online agencies and will have access to the extensions and customized tools that Pierce County has acquired or designed. 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
CVWeb and CVPro Agency Support	<p>Analyst assistance for up to a maximum of 180 hours/yr/agency for all GIS applications. Support includes:</p> <ul style="list-style-type: none"> - 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 <p>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 \$150 per each CVPro user for materials which is charged separately upon completion of training. Other training options exist and can be discussed.</p>	<p>CVWeb = 12 hrs/ea/yr CVPro = 20 hrs/ea/yr (up to a maximum of 180 hrs/yr/agency for all applications)¹</p>	Included

CountyView Maintenance	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
The GIS Community Service	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
Ortho Partner Option	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. 7	\$1,000/user/yr up to a maximum of \$7,500/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 \$7,500 per year per agency

Hours exceeding this amount will be billed at the Information Technology/GIS personnel hourly rate which changes each calendar year. (2009 rate is \$100/hr).

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

Date

Requestor

2/23/09

Date

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/contract. 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 M O N T G O M E R Y @ C I T Y O F F I F E . O R G		

Date: 2/23/09 Employee/Contractor Signature: *Steve Montgomery*

Date: _____	Pierce County Authorizing Signature: _____ <small>(Please route to ITSystemAdmin, IT-Merit 3rd Floor after authorizing signature obtained)</small>
Information Technology Internal Use Only:	
Keyfob # _____	Login Name Assigned _____
	Systems Accessed _____

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 Fife

Authorized Agent: John Matheny

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.

January 13, 2008

City of Fife
5411 23rd St E
Fife, WA 98424

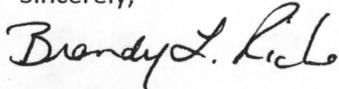
Steve,

The CMS and Digital Orthophotography contracts between the City and County have expired. I have included three copies of each contract here for signature. Please have all three copies signed and then return them to:

Pierce County IT-GIS
ATTN: Brandy Riche
950 Fawcett Ave, Suite 300
Tacoma, WA 98402

As soon as the contracts are signed at the County as well, we will return one copy of each to you for your records. If you have any questions please give me a call (798-4929).

Sincerely,



Brandy Riche
Pierce County GIS Subscription Coordinator

RECEIVED
JAN 16 2009

FIFE PLANNING DEPT.