RESOLUTION NO. 16-0338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER A PARTNERSHIP AND SERVICE AGREEMENT WITH PIERCE COUNTY FOR DIGITAL ORTHOPHOTOGRAPHY SYSTEM ACCESS

WHEREAS, the City of Edgewood desires access to the Pierce County Orthophotography (GIS) system for utilization by in-house planning and engineering personnel;

WHEREAS, the fees for said system access are less than the cost of acquiring the available information through third party consultants currently on retainer with the City;

WHEREAS, the turnaround time for in-house projects and ongoing data query access will enhance the City’s ability to manage more extensively, City needs on a schedule the City dictates;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the attached Digital Orthophotography Partnership Agreement and Community Information/Network Services Agreement with Pierce County, hereto attached and incorporated herein as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 26TH DAY OF JULY, 2016

CITY OF EDGEWOOD:

[Signature]
Daryl Eidinger, Mayor

Attest:

[Signature]
Rachel Pitzel, City Clerk
DIGITAL ORTHOPHOTOGRAPHY PARTNERSHIP AGREEMENT

Agreement # CC-100522
between
Pierce County
And the City of Edgewood, WA

City of Edgewood, 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 August, 2016.

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 2020
   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 $7,500 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, 2016 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 1st day of July, 2016.

PARTNER:

Daryl Eidingen, Mayor
Signature

Mailing Address:
City of Edgewood
Administrative Services
2224 104th Avenue East
Edgewood, WA 98372-1513

Contact Name: Dave Gray, Assistant City Administrator
Contact Phone: (253) 952-3299
Contact Email: dave@cityofedgewood.org

PIERCE COUNTY:

Deputy Prosecuting Attorney
(Approved as to legal form only)

Recommended:

Budget and Finance

Approved:

Department Director
(less than $250,000)

or

N/A
Pierce County Executive
($250,000 or more)
August 31, 2016

To: Dave Gray  
   Assistant City Administrator  
   City of Edgewood

From: Sue Wahlberg, Program Specialist  
   Information Technology Department

Re: Orthophotography Partnership Agreement #CC-100522

Attached is a fully executed copy of the Orthophotography Partnership Agreement #CC-100522 for your records. Thank you for your patience as we routed this contract through our signature/approval process.

Please feel free to call me at 798-6794 if you have any questions. Thank you.
EXHIBIT A
PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT # CC-100521
FOR ACCESS TO COUNTY SYSTEMS

City of Edgewood, 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), p. 6,
Exhibit A (Scope of Services), p. A1 to A3,
Exhibit B (Security Access Agreement), p. B1,
Exhibit C (Pierce County GIS Data Terms of Use), p. C1 and,

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, 2016, 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 1st day of July, 2016.

REQUESTOR:

Daryl Eidinger, Mayor

Signature

Address:
City of Edgewood
Administrative Service
2224 104th Avenue East
Edgewood, WA 98372-1513

Contact Name: Dave Gray, Assistant City Administrator
Contact Phone: (253) 952-3299
Contact Email: dave@cityofedgewood.org

Tax ID: 91-1700053

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney

Recommended:

Budget and Finance

Approved:

Department Director

N/A
Pierce County Executive ($250,000 or more)
AGREEMENT FOR ACCESS TO COUNTY 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 thirty (30) days written notice of termination.

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

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) 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;

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.

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 C.
ATTACHMENT 1
Definitions

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. 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.

4. 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.

5. 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.
# Exhibit A - On-Line Services from Pierce County

<table>
<thead>
<tr>
<th>Requestor:</th>
<th>City of Edgewood</th>
<th>Contract #:</th>
<th>CC-100521</th>
<th>Calendar Year Rates Shown:</th>
<th>2016</th>
</tr>
</thead>
</table>

## 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

<table>
<thead>
<tr>
<th>Use of CVWeb and CVPro</th>
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<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>CVWeb = $1,365/ea/yr</td>
</tr>
<tr>
<td>CVPro = $3,995/ea/yr</td>
</tr>
<tr>
<td>Agencies with nine or more users can choose to pay an annual fee for any combination of the two applications. Annual cost is $22,725 for up to nine users + $1,125/per user over nine.</td>
</tr>
</tbody>
</table>

## GIS Hardware
To connect to Pierce County's CVWeb application, the agency will share the use of clustered application servers 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. 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

## CVWeb and CVPro Agency Support
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
- regular onsite user meetings if requested
- adding agency data to data menus

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/user/yr
CVPro = 20 hrs/user/yr
(up to a maximum of 180 hrs/yr/agency for all applications)

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
Field asset collection requires the use of mobile devices, mobile GIS software, and connectivity to County GIS databases for reading and storage of data. Pierce County offers ArcGIS Online/Collector to meet this need on leased, County-owned iPads with County-mandated security. iPad access requires a full “Community Information/Network Services Agreement” with Pierce County. Each user is required to have a County AD account and pay the applicable monthly WAN access fees listed on the “Pierce County Wide Area Network” Exhibit A. Device fees include a data plan, AppleCare, and device management software. CountyView clients will use support hours listed above. AGO users who do not need a field device (desktop use only) will not be billed for iPad fees. AGO users will be allotted a minimum number of “credits” as part of their account, but any credit usage exceeding the original allotment will be charged back to the agency at the rate of $0.10/credit (Esri’s charge per credit).
AGO users who do not have access to CVWeb or CVPro and the support hours that are available with those services, will pay all device and license fees as well as the current hourly rate for any necessary support.

$80/mo for each iPad device
$400 setup fee for each iPad (max)
$25/user/mo AGO license fee
WAN user fees from “Pierce County Wide Area Network” Exhibit A
“Credit” usage

Total based on number of iPads and users.

GPS training is available for mapping quality Trimble or similar equipment. This class includes hands on training and handouts, and can be 4-8 hours long depending on size of class and requirements. Students from different organizations can be grouped to obtain the minimum number of students.

$150/person with a minimum of 6 students.

GPS Training

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 technical meetings as necessary to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions.
- prepare and share the Spatial Services newsletter which describes the GIS projects in the County and those of regional partners, the status of GIS data development, notes from meetings and training schedules.

No extra fee

The GIS Community Service

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. Separate Digital Orthophotography contract is required. Contact Brandy Riche (253) 798-4929 for more information.

$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

Ortho Partner Option

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

8/24/2016

Date

Pierce County IT/Spatial Services Manager

8/22/16

Date

Requestor/ Mayor Eldinger, City of Edgewood

8/7, 2011

Date

A-2
# Exhibit A - Online Services from Pierce County

**Scope of Services**

<table>
<thead>
<tr>
<th>Requestor:</th>
<th>City of Edgewood</th>
<th>Contract #:</th>
<th>cc-100521</th>
<th>Calendar Year Rates Shown:</th>
<th>2016</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>System Name:</th>
<th>Pierce County Wide Area Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of System:</td>
<td>The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.</td>
</tr>
<tr>
<td>Steward:</td>
<td>Information Technology Department</td>
</tr>
</tbody>
</table>

### Services

| All services listed are offered but may not be applicable. 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 $12.00¹ 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 $124.00² per hour (2016 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 | **User Accounts:** Each user will be assigned a unique login name that their activity will be associated with. Accounts and passwords cannot be shared. **Remote Access Authorization:** Requestor agrees to use standard 2 factor remote authentication method for each unique user accessing Pierce County. If physical device provided for 2 factor authentication, this device will be returned to Pierce County within 15 days of termination of their account access. **Encryption:** 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. | If applicable, a fee equivalent to the current cost of purchasing a physical 2 factor authentication device will be charged to the contracting agency to replace any lost devices. |

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¹ Monthly rate to be used will be the Monthly User Fee for Pierce County which may change each calendar year. 2016 rate is $12.00 per user per month.
² Hourly rate to be used will be the Information Technology Dept. personnel hourly rate which may change each calendar year. 2016 is $124.00.

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

**Pierce County Director of Information Technology**

8/24/2016

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

8/23/16

**Requestor/Mayor Edingier, City of Edgewood**

9/07/2016
EXHIBIT B

PIERCE COUNTY COMPUTER NETWORK AND INFORMATION
SECURITY ACCESS AGREEMENT
for 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. If you are granted remote access, you agree to not allow any other individual to use your two factor authentication to access Pierce County systems.

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 anyone else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer. For most users, password aging is not enabled, meaning you may not be required to change your password on a routine basis. However, you agree to change your password whenever there is a possibility that your password has been compromised and could be used by someone else.

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. 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.

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

Agency/Employer Name: City of Edgewood
User Information: (**ALL FIELDS REQUIRED**)

| First Name: | Middle Initial: |
| Last Name: |
| Office Phone: | Ext: |
| Office Email Address: |

User Signature: ___________________________ Date: __________

Pierce County Authorized by (Printed name): ___________________________ Date: __________

Pierce County Authorized by (Signature): ___________________________ Date: __________

*(Please route to IT/SystemsAdmin, IT-Merit 3rd Floor after authorizing signature Obtained)*

Information Technology Internal Use Only:

Login Name Assigned: ___________________________ Systems Accessed: ___________________________
EXHIBIT C

Pierce County GIS Data Terms of Use

USERS' ACCEPTANCE OF THESE TERMS
Pierce County makes GIS data (hereinafter, "Data") available without charge as a public service on the express condition that users who view, download, transfer or otherwise access or use the Data expressly agree to these Terms of Use. If you do not accept these terms, you may not view or otherwise use the Data for any purpose. These restrictions on use of the Data apply to you and to any transferee, vendee or other end user of yours (collectively, "users"). If you transfer, or use the Data in connection with, any such end user in a format or context revealing Pierce County as the source of the Data, you agree to inform such user(s), by copy of these Terms of Use or otherwise, that Pierce County does not warrant the Data in any way and makes each of the disclaimers set forth herein.

DATA WARRANTY DISCLAIMER
All Pierce County GIS data is expressly provided "AS IS" and "WITH ALL FAULTS". The County makes no warranty of any kind, express or implied, concerning this information, including but not limited to any warranties of merchantability or fitness for any particular purpose. Pierce County assumes no responsibility or legal liability concerning the Data's accuracy, reliability, completeness, timeliness, or usefulness.

The Data is not intended to constitute advice nor is it to be used as a substitute for specific advice from a professional. Users should not act (or refrain from acting) based upon information in the Data without independently verifying the information and obtaining any necessary professional advice. Users are solely responsible for ensuring the accuracy, currency and other qualities of any products derived from or in connection with Pierce County's Data.

The Data is collected from various sources, and may be modified over time without notice to improve spatial and attribute accuracy. The County disclaims responsibility for the spatial accuracy and attribution of GIS features, and makes no warranty concerning same.

LIABILITY DISCLAIMER
Pierce County disclaims any responsibility or legal liability to users 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. Pierce County expressly disclaims any responsibility to defend or indemnify users against claims of others based on users' copying, distribution, or other use of any of the Data. Users assume the risk of using this Data and shall have no remedy at law or equity against Pierce County in case the Data provided is inaccurate, incomplete or otherwise defective in any way.

NO AUTHORITY TO ACT AS COUNTY
Users are not authorized by Pierce County to combine this Data with other data with the intent or effect of representing a County business function such as, but not limited to, matters relating to land development, permitting, or flood hazard evaluation. When using this Data, a user has no authority to represent its products or services as though user were a County agent or office. Maps or applications using this Data may not include the Pierce County logo, or any text or other content suggesting they are a direct product of Pierce County.

DATA CURRENCY
This Data may be updated at irregular intervals. All users should check for updates regularly and ensure the most current version of the Data is being used.

TERMINATION OF DATA AVAILABILITY
Pierce County reserves the right to modify the Data in any way or discontinue providing any or all of the Data at any time without notice, and is not liable for any modification, suspension, or discontinuation of access to the Data. Additionally Pierce County may require the termination of any and all display, distribution, or other use of any or all of the Data for any reason including, without limitation, the violation of any provision of these Terms of Use.

RELIABILITY OF THIS SITE (applicable to Open GeoSpatial Data Portal Only)
Pierce County does not maintain and is not responsible for the performance or reliability of this third party website. The vendor (Esri) may change the functionality or temporarily suspend the site for maintenance without notice. Performance and reliability are solely the responsibility of the vendor.

Signature ___________________________ Date 27 July 2016

Address all GIS data questions to: Pierce County GIS Data Coordinator, 950 Fawcett Ave, Suite 300, Tacoma, WA 98402
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.
September 6, 2016

To: Dave Gray, Assistant City Administrator
   City of Edgewood/Administrative Services

From: Sue Wahlberg, Program Specialist
      Information Technology Department

Re: Community Information/Network Services Agreement #CC-100521

Attached is a fully executed copy of the Community Information/Network Services Agreement #CC-100521 for your records. Thank you for your patience as we routed this contract through our signature/approval process.

Please feel free to call me at 798-6794 if you have any questions. Thank you.