



CONTRACT FACE SHEET

- Document Type: [] Contract, [] Franchise Agreement, [] MOU, [] Right of Way Use Agreement, [x] Interlocal Agreement, [] Lien, [] Notice of Acceptance, [] Correspondence, [] Retainage, [] Collective Bargaining Agreement
Status: [x] New, [] Renewal, [] Amendment, [] Cancellation, [] Change Order

*Vendor Name: KC Finance Dept / GIS Center
*JDE PO Number: 850562-000
*Effective Date: 12/01/2008
*Termination Date: 11/30/2014
Amendment Effective Date: /
*Clerk's Receiving Number: 43669
Related Receiving Number: /
Bid/RFP/RFQ/ITQ Number: /
Ordinance Number: /
Resolution Number: /
CIP Number:
Project Name: Pictometry Imagery Authorized User Agreement
Site Name: /
Vendor Number: 69191
File Location: 09.012

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

IT

Face Sheet Date: 01-07-2009 C JDE C
Scan 1-8-2009 MT ECM

KING COUNTY PICTOMETRY IMAGERY AUTHORIZED USER AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of November, 2008 by and between the City of Bellevue (hereinafter "Agency"), and King County, a home rule charter county and a political subdivision of the State of Washington, (hereinafter "County").

WHEREAS, the County has entered into a contract with Pictometry International Corp. (hereinafter "Contractor") for the provision of Oblique Orthophotography Imagery; and

WHEREAS, said contract permits County to designate Authorized Subdivisions which shall have permission to use the Licensed Imagery and Electronic Field Study software; and

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

The following terms shall have the meanings set forth below whenever they are used in this Agreement.

- A. Authorized Subdivisions: An Authorized Subdivision is any department, sub unit or location within King County, which County has given permission to use the Licensed Imagery. Authorized Subdivisions may have the Licensed Imagery and Electronic Field Study software installed on Authorized Subdivision computers, and shall use or execute the Licensed Imagery and Electronic Field Study software for official purposes only. Authorized Subdivisions are further described in Paragraph 6 herein.
- B. Authorized User: An Authorized User is any person designated by the Authorized Subdivision to use the Licensed Imagery and Electronic Field Study software within the Authorized Subdivision.
- C. Electronic Field Study ("EFS"): A proprietary software and file structure package that allows for the display, navigation, measurement, annotation and analysis of Contractor's Imagery, and supporting data and files.
- D. Licensed Imagery: Orthogonal and oblique digital images, captured from airborne platforms using Contractor's patented and proprietary hardware and software capture system.
- E. Technical Lead: A person with GIS or other technical experience who has been designated by Agency as the contact for County's GIS staff for the coordination of the installation of the Licensed Imagery and EFS software and as a resource for Agency's Authorized Users.

2. TERM OF AGREEMENT

This Agreement effective date shall be that date when the Agreement is executed by both parties. The Agreement shall continue from year to year, but shall in no event continue for more than six (6) consecutive years.

The terms of this Agreement shall survive any termination of County's contract with Contractor or termination of this Agreement with County or the departure for any reason of Agency's Authorized Users.

3. SCOPE OF AGREEMENT

A. County Responsibility

1. The County shall furnish Agency with the Licensed Imagery and EFS software as defined above for Agency's installation and use solely for Agency's governmental purposes and exclusively on designated workstations/ computers operated by Agency. County shall deliver to Agency the Licensed Imagery and EFS software on a hard drive to be downloaded on Agency's appropriate hardware.
2. The County shall provide Agency with one set of documentation in electronic format on the use of the Licensed Imagery and EFS software.
3. The County shall schedule one training class on the use of the Licensed Imagery and EFS software for Agency's designated Authorized Users.
4. County shall provide telephone technical assistance, as practicable within County technical contact's knowledge, to Agency's designated Technical Lead to help resolve issues and problems in the installation, maintenance, and use of the Licensed Imagery and EFS software provided herewith. Should County be unable to timely or otherwise address and resolve the issues or problems, County will contact Contractor to directly provide the needed technical support and assistance. County's technical contact is specified in Exhibit A herein.
5. The County shall provide Agency with new Licensed Imagery after such Imagery has been provided to County by Contractor and County has accepted the Imagery.

B. Agency Responsibility

1. Agency shall designate a Technical Lead to be the contact for County's GIS staff for the coordination of the installation of the Licensed Imagery and EFS software, and to be a resource for questions on the use of the Licensed Imagery and EFS software from Agency's Authorized Users. Agency's designated Technical Lead shall be specified in Exhibit A herein.
2. Agency shall specify the names or positions of designated Authorized Users who will have access to the Licensed Imagery and EFS software in Exhibit A herein. Agency shall only allow designated Authorized Users to access the Licensed Imagery and EFS software, and shall not allow non-designated Users to have access to the Licensed Imagery and EFS software.
3. Agency is responsible for providing all equipment and hardware to house

the Licensed Imagery and EFS software. After Agency specifies the portion of the Licensed Imagery that they are requesting within the Scope of this Agreement, County will provide Agency with the specification for the hardware that is necessary to support that portion of the Licensed Imagery.

4. LICENSE

- A. Subject to the terms and conditions set forth in this Agreement, Agency is granted a perpetual, non-exclusive, non-transferable license to use all Licensed Imagery and EFS software as provided by County.
- B. Agency may use and copy the documentation pertaining to the Licensed Imagery and EFS software as supplied by County as required for Authorized Users.
- C. Reproductions of individual (or limited quantities of) Licensed Imagery using the EFS software, or reproduction or copying of the Licensed Imagery in any form by any other means by Agency shall be permitted for distribution to Agency's constituency.

5. COPYRIGHT

- A. Agency acknowledges and agrees that Contractor has and retains sole and exclusive ownership and all right, title, and interest in and to any Licensed Imagery and EFS software provided under this Agreement and all copyrights, patents, and other proprietary rights of the Licensed Imagery and EFS software. Agency agrees: (a) that it will never assert or claim any interest in, or intentionally do anything that may adversely affect the validity of, or infringe on, any proprietary right, (b) that it will protect the proprietary rights, including placing or maintaining all copyright notices and other indications of Contractor's ownership on all Licensed Imagery and EFS software and on all copies of Licensed Imagery and all other property of Contractor when instructed by County, and (c) that it will notify County promptly of any known or suspected breach of any proprietary rights.
- B. Agency acknowledges and agrees that Contractor owns and retains all ownership rights in trademarks, trade names, and logos used by Contractor in connection with the Licensed Imagery and EFS software. Agency agrees not to attach any additional trademarks, trade names, logos or designations to any Contractor product or to any copies of any of the Licensed Imagery without written approval from County. Agency may, however, include an Agency seal and contact information so long as these annotations in no way obscure or deface the Contractor's marks. Agency further agrees that Agency will not use any Contractor trademark, trade name, logo, or designation in connection with any product or service other than the Licensed Imagery and EFS software. Agency's nonexclusive right to use Contractor's trademark is coterminous with this Agreement.

6. AUTHORIZED SUBDIVISION CATEGORY DESIGNATION

- A. There are two (2) different categories of Authorized Subdivisions designated within this Agreement, identified below.
1. E-911 Subdivisions: Includes Public Safety Answering Points (“PSAPs”) in County’s E-911 system, the public safety response agencies they provide service to, and city addressing authorities. City addressing authorities are defined as the individual(s) assigned by the city to coordinate with County’s E-911 Program Office for maintaining an up-to-date 911 address database for Agency’s serving area. This includes notifying the E-911 Program Office of new and changed addresses, and verifying the accuracy of addresses when requested by the E-911 Program Office.
 2. County GIS Subdivisions: All other agencies included in the definition of Authorized Subdivisions in Paragraph 1.A. above that are not included in E-911 Subdivisions in Paragraph 6.A.1.above.
 3. For the purposes of this Agreement, Agency has been designated as the following category of Authorized Subdivision: County GIS Subdivision.

7. PRICE

- A. The County price to Agency for the products and services specified in this Agreement is as follows:
1. E-911 Subdivisions: \$0. The products and services specified in this Agreement are included in the E-911 Program Office coordination of the E-911 system with Agency. These products and services will enhance Agency’s ability to respond to 911 emergency calls and to coordinate with the E-911 Program Office on the maintenance of an up-to-date 911 address database.
 2. County GIS Subdivisions:

The price to Agency is based on the number of standard King County 7,500 index tiles they acquire for each area of interest, multiplied by the share value of each tile. A King County 7,500 index tile is a predefined square map area, 7,500 ft on edge, comprising approximately 2.02 square miles. Each tile is \$196.00. This price is established as 50% of the total 2-year project contract price divided by the total number of tiles in the project area. All tiles in the project area have the same share value, regardless of location and image resolution. There are no partial tiles. Cost-share calculation and data distribution will be in full tiles only. All services provided beyond those described in Paragraph 3.A.1. through Paragraph 3.A.5. above, are subject to standard KCGIS Center Client Services hourly rate charges in effect at the time of service. The price to Agency is \$9408.00 based on 48 (forty-eight) 7,500 index tiles in the area of interest.

8. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

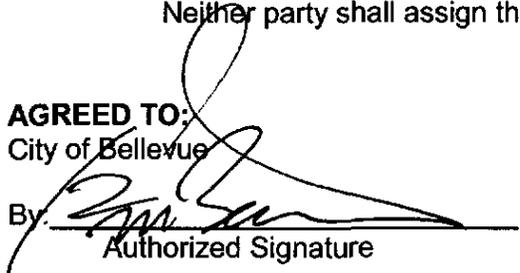
9. ASSIGNMENT

This Agreement shall be binding upon the parties, their successors and assigns. Neither party shall assign this Agreement without the other party's written consent.

AGREED TO:

City of Bellevue

By:


Authorized Signature

Print Name:

RICK BERMAN

Date:

12/17/08

Agency Address:

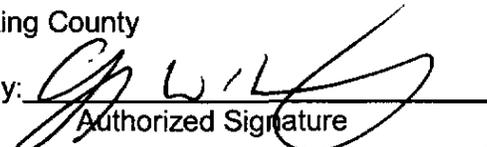
450 110th Ave NE

Bellevue, WA 98004

AGREED TO:

King County

By:


Authorized Signature

Print Name:

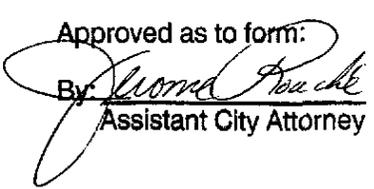
George W. Harning

Date:

11/13/2008

Approved as to form:

By:


Assistant City Attorney

KING COUNTY PICTOMETRY IMAGERY AUTHORIZED USER AGREEMENT

EXHIBIT A

1. County Contact Information

A. Agreement Coordination

Name: George Horning
Title: KCGIS Center Manager
Phone: 206-263-4801
E-mail: George.Horning@kingcounty.gov

B. Installation and Technical Assistance

Name: Mike Leathers
Title: GIS Data Coordinator
Phone: 206-263-4867
E-mail: Mike.Leathers@kingcounty.gov

Name:
Title:
Phone:
E-mail:

2. Agency Contact Information

A. Agreement Coordination

Name: Ann Boyd
Title: Lead GIS Analyst
Phone: 425-452-6053
E-mail: aboyd@bellevuewa.gov

B. Technical Lead

Name: Ann Boyd
Title: Lead GIS Analyst
Phone: 425-452-6053
E-mail: aboyd@bellevuewa.gov

3. Agency's Authorized Users (Designated by Name or Position):

- Magen Michaud, Development Services Manager
- Margaret Nolen, Utilities Manager
- Dave Berg, Assistant Director of Transportation
- Dan Dewald, Parks Manager
- Paul Inghram, Comprehensive Planning Manager

CR# 43669 Date: 01-07-09 Loc: 09-012 PO #: 850562-000



City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Pictometry Imagery
Contract Description: King County Pictometry Imagery Authorized User Agreement
Total Contract Value: \$9,408.00
This Amendment Value: N/A

Department: Information Technology - 558
Contract Manager: Ann Boyd
Contract Type: Professional Service

Contract Form: Vendor contract document
Budget Expenditure: Expenditure Contract - Sufficient Funds

Vendor Information:

Is this a new vendor? No
Vendor Name: King County
JDE Vendor Number: 69191
Is this vendor an independent contractor? Yes

Tax ID #: n/a
COB License #: n/a
UBI #: n/a
Contractor's License #: n/a

Contract Terms:

Original Effective Date: 12/01/2008 **End Date:** 11/30/2014 **Actual** **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

	In	Out
Contracting Services:	<u>11/25/08</u>	<u>12/2/08</u>
Information Technology:	<u>11/25/08</u>	<u>11/25/08</u>
Legal:	<u>12/2/08</u>	<u>12/11</u>
Insurance Reviewed By:	<u>12/15/08</u>	<u>12/15/08</u>
Department Director:	<u>12/17/08</u>	<u>12/17/08</u>
Contracting Services:	<u>12/17/08</u>	<u>12/17/08</u>
Return To:	Bev Ni	
City Clerk's Office:	<u>01-05-09</u>	<u>01-07-09</u>

Selection Method:

Selection Method: State/Public Agency Contract

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Parks Share of Pictom...	12/01/2008	61830.535400.7680	\$1,881.60	No	\$1,881.60
2	Transp Share of Picto...	12/1/2008	91750.551900.4490	\$1,881.60	No	\$1,881.60
3	PCD Share of Pictome...	12/1/2008	71570.535400.5820.004c	\$1,881.60	No	\$1,881.60
4	DSD Share of Pictome...	12/1/2008	71690.535400.1880.005c	\$1,881.60	No	\$1,881.60
5	Utilities Share of Picto...	12/1/2008	44417.535400.1888	\$677.38	No	\$677.38
6	Utilities Share of Picto...	12/1/2008	42217.535400.1888	\$556.95	No	\$556.95
7	Utilities Share of Picto...	12/1/2008	45517.535400.1888	\$647.27	No	\$647.27

Additional Comments: