RESOLUTION NO. 2434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A RENEWED AGREEMENT FOR ACCESS TO COUNTY DIGITAL ORTHOPHOTOGRAPHY WITH PIERCE COUNTY.

WHEREAS, the current contract with Pierce County for access to County Digital Orthophotography (Resolution 1917) expired on December 31, 2014; and

WHEREAS, the County has provided a renewed contract commencing January 1, 2015; and

WHEREAS, the City is desirous of continuing to utilize the County Digital Orthophotography;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Digital Orthophotography Partnership Agreement with Pierce County.

PASSED by the City Council this 10th day of February, 2015.

Neil Johnson Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
DIGITAL ORTHOPHOTOGRAPHY PARTNERSHIP AGREEMENT

Agreement # 97846
between
Pierce County and

City of Bonney Lake, 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. The **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 ___ day of ________, 20__

**PARTNER:** City of Bonney Lake  
Neil Johnson, Jr.  
Name  
Signature  
Mayor  
Title of Signatory

**Mailing Address:**  
PO Box 7380  
Bonney Lake, WA 98391

**Street Address, (if different):**  
9002 Main St E  
Bonney Lake, WA 98391

**Contact Name:** John Vodopich, AICP  
Contact Phone: (253) 447-4345  
Contact Email: vodopichj@ci.bonney-lake.wa.us

**PIERCE COUNTY:**

Deputy Prosecuting Attorney  
(Approved as to legal form only)

Recommended:

Budget and Finance  
Date

Approved:

Department Director  
(less than $250,000)  
Date

or

Pierce County Executive  
($250,000 or more)  
Date
RESOLUTION NO. 1917

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A RENEWED SUBSCRIPTION AGREEMENT FOR DIGITAL ORTHOPHOTOGRAPHY WITH PIERCE COUNTY IN THE AMOUNT OF A YEARLY MAINTENANCE FEE OF $7,500.00 PER YEAR FOR A TERM OF THREE YEARS.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated herein by this reference.

PASSED by the City Council this 24TH day of March 2009.

Neil Johnson, Mayor

ATTEST:

Woody Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney
DIGITAL ORTHOPHOTOGRAPHY
SUBSCRIPTION AGREEMENT

Agreement # 66147
between
Pierce County
and
City of Bonney Lake

City of Bonney Lake 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 1st day of J\underline{A}N\underline{U}ARY, 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. Ortho photo coverage area defined by: COUNTY

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 fees for COUNTY dataset:
   Annual maintenance fee in 2009, 2010, 2011: $1,000 per user per year up to a maximum of $7,500 per year.

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 29th day of April, 2007.

SUBSCRIBER:

Name: [Signature] 3/24/09 Date

Title of Signatory

City Attorney Approved as to legal form only

Mailing Address:

P.O. Box 7380
Bonney Lake, WA 98391

Street Address, if different:

15200 Bonney Lake Blvd.
Bonney Lake, WA 98391

Contact Name: Chuck McEwen
Contact Phone: 253-861-5172

COUNTY:

By [Signature] 4/29/09 Date

Deputy Prosecuting Attorney

Approved as to legal form only

Recommended:

By [Signature] 4/29/09 Date

Budget and Finance

Approved:

By [Signature] Date

Department Director (less than $250,000)

or

By [Signature] Date

Pierce County Executive ($250,000 or more)

FULLY EXECUTED

CITY OF BONNEY LAKE

Contract # 66147
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
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<tr>
<th>Department/Staff Contact:</th>
<th>Council Meeting Date:</th>
<th>Agenda Item Number</th>
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<td>MARCH 24th 2009</td>
<td>09-28</td>
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<th>Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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**Budget Information**

This maintenance fee was budgeted for $7,500.00 in 2009 and in 2010.

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<tr>
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<td>$7,500.00</td>
<td>$7,500.00</td>
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**Explanation:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A SUBSCRIPTION AGREEMENT WITH PIERCE COUNTY IN THE AMOUNT OF A YEARLY MAINTENANCE FEE OF $7,500.00 PER YEAR FOR A TERM OF THREE YEARS (2009 - 2011) FOR DIGITAL ORTHOGRAPHIC DATA.

**Administrative Recommendation:**

Recommend approval.

**Background Summary:**

This is a renewed subscription agreement with Pierce County to maintain digital orthographic data for the City's use. The original subscription agreement (Res 1378) has expired, this will renew our subscription till 2011. The County orthophotography subscription program included 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. 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.

**Council Committee Dates:**

- Finance Committee: 3/10/09
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshop:

**Agency/Commission Dates:**

- Planning Agency:
- Design Commission:
- Civil Service Commission:

**Board/Hearing Examiner Dates:**

- Park Board:
- Hearing Examiner:

**Council Action:**

- Council Call for Hearing: Council Hearings Date: 03/24/09
- Council Referred Back to: Workshop: Committee
- Council Tabled Until: Council Meeting Dates:

**Signatures:**

- Dept. Dir.
- Mayor
- Date City Attorney reviewed: Standard contract
FINANCE COMMITTEE

DATE: 03/10/09

ORIGINATOR: Chuck McEwen TITLE: Information Services Coordinator

SUBJECT/DISCUSSION: Renewal Agreement with Pierce County for DIGITAL ORTHOPHOTOGRAPHY SUBSCRIPTION

RESOLUTION # 1917

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR YES
CHIEF FINANCE OFFICER YES
CITY ATTORNEY YES

BUDGET INFORMATION

BUDGETED ITEM: YES TOTAL COST: $7,500.00
(Note: If budgeted item, attach copy of budget page and identify)

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<th>2009 Budget Amount</th>
<th>Required Expenditure</th>
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</table>

Explanation: This is a renewed subscription agreement with Pierce County to maintain digital orthographic data for the Cities use. The original subscription agreement (Res 1378) has expired this will renew our subscription till 2011. The County orthophotography subscription program included 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. 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.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE: APPROVED: DISAPPROVED

Dan Swatman, Chair, Finance 3-10-09
Dave King, Chair, Public Safety 3-10-09
James Rackley, Chair, CDC 3-10-09

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK CHIEF FINANCE OFFICER CITY ATTORNEY

Please schedule for Council Meeting date of: March 24th, 2009
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<td>February 10, 2015</td>
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<tr>
<td>Resolution</td>
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<td>Dan Swatman</td>
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**Agenda Subject:** Contract Renewal with Pierce County for Digital Orthophotography

**Full Title/Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a renewed agreement for access to County digital orthophotography with Pierce County.

**Administrative Recommendation:** Approve

**Background Summary:** The current contract with Pierce County for access to County Digital Orthophotography (Resolution 1917) expired on December 31, 2014, the County has provided a renewed three-year contract commencing January 1, 2015 with the possibility of one three-year extension.

**Attachments:** Resolution 2434 & Digital Orthophotography Partnership Agreement with Pierce County

**BUDGET INFORMATION**

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**Budget Explanation:** The annual maintenance fee of $6,500 was included in the 2015/16 adopted budget.

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<tr>
<td>Dan Swatman</td>
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<td>Katrina Minton-Davis</td>
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**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<th>Director:</th>
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<th>Date Reviewed by City Attorney:</th>
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<tbody>
<tr>
<td>John P. Vodopich, AICP</td>
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<td>(if applicable):</td>
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