

**PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT # 91299
FOR ACCESS TO COUNTY SYSTEMS**

Port of Tacoma, 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,
Exhibit B (Security Access Agreement), pp. B1,
Exhibit C (Disclaimers), pp. C1, and
Exhibit D (Special Provisions), pp. D1

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

The term of this Agreement shall commence on the 1st day of September, 2013, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 31st day of August, 2018.

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 22nd day of August, 2013.

REQUESTOR:

Sue Mavermann
Name
Sue Mavermann 7/16/2013
Signature Date
Chief Facilities Officer
Title of Signatory

Mailing Address:

P.O. Box 1837
Tacoma, WA 98401

Street Address. (if different):

One Sitcom Way
Tacoma, WA 98421

Contact Name: Jennifer Radcliff

Contact Phone: 253.592.6215

Contact Email: jraddcliff@portoftacoma.com

PIERCE COUNTY:

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

Recommended:

[Signature] 8/22/13
Budget and Finance Date

Approved:

[Signature] 8/15/2013 ca
Department Director Date
(less than \$250,000)

or

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

AGREEMENT FOR 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 the 31st day of August, 2018, subject to thirty (30) days written notice of termination by either party to the other.

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

SCOPE OF SERVICE

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

FEE FOR SERVICE

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

CONDITIONS OF USE

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

- 6) **The Requestor, its officers and employees, will:**
- a) **Maintain the confidentiality of County Information.**
 - b) **Comply with Pierce County Data Dissemination Disclaimer (Exhibit C) and refrain from releasing or providing Pierce County data to other persons or entities (secondary data dissemination). Since this County Policy is based on RCW(s) and ordinances, changes may be made annually and will be provided at the same time as the annual service rates (as stated in Section 2).**
 - c) **Maintain the proprietary nature of Pierce County software, data and systems used by the Requestor under the terms of this Agreement.**

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

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

accessing the Service on any machine(s) of which Requestor is the primary user or which Requestor is authorized for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. Requestor may not sublicense, assign or transfer this license or the Software except as permitted by County.

LIABILITY

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

SYSTEM OPERATIONS

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

County services in the manner authorized by the County.

- 16) Requestor is to ensure that all equipment and software used to access the Pierce County systems defined in Exhibit A, will be compatible with existing County configurations.
- 17) Requestor agrees to keep the County informed of any network connectivity between Requestor and other organizations.
- 18) Requestor understands and agrees that on-line access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday, exclusive of legal holidays observed by the County. Limited on-line access may be available outside of these hours. The County shall not be held liable if the system/network is off-line and not accessible.

CONTACTS

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

SPECIAL PROVISIONS

- 22) Special provisions are listed in Exhibit D.

Exhibit A - On-Line Services from Pierce County

Port of Tacoma	91299	2013
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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	CountyView applications have been in production since 1998 at Pierce County. The CountyView suite of software has been customized and optimized for local government business functions and includes data management for over 800 themes of data, owner-notify tools, locate function, and quick map production. CVWeb is a web-based application that contains efficient searching, viewing, reporting and basic mapping functionality. Simple data creation tools are provided. Clients are responsible for ensuring the functionality in CVWeb will meet their business needs. CVPro is based on ESRI's ArcGIS and includes advanced functionality such as spatial analysis, customized mapping, attribute and feature editing, and data conversion tools.	CVWeb = \$1,365/ea/yr CVPro = \$3,995/ea/yr Agencies with nine or more users can choose to pay an annual fee for any combination of the two applications. Annual cost is \$22,725 + \$1,125/per user over nine.	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. 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: <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 Note: Free training and materials are provided for each licensed user on CVWeb (4 hr class-not deducted from support hours). Users must be familiar with the Windows environment. For CVPro access, "Introduction to ArcGIS I" certification is required. Pierce County can provide training at a cost of \$250 per each CVPro user for materials which is charged separately upon completion of training. Other training options exist and can be discussed.	CVWeb = 12 hrs/ea/yr CVPro = 20 hrs/ea/yr (up to a maximum of 180 hrs/yr/agency for all applications) ¹	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	<p>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:</p> <ul style="list-style-type: none"> ➤ 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. Separate Digital Orthophotography contract is required. Contact Brandy Riche (253) 798-4929 for more information.	\$1,000/user/yr up to a maximum of \$6,500/agency/yr (if one user needs orthos, all users must have access – managed at agency level only)	Cost based on number of users up to maximum fee of \$6,500 per year per agency

Hours exceeding this amount will be billed at the Information Technology/GIS personnel hourly rate which changes each calendar year. (2013 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:



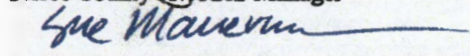
 Pierce County Information Technology Dept. Director

8/5/2013
 Date



 Pierce County IT/GIS Manager

7/31/13
 Date



 Licensee

7/16/2013
 Date

EXHIBIT C

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

1. Limitations and Pierce County Data Dissemination Disclaimer

Requestor seeks access to the data described in "Exhibit A". The County makes no warranty, express or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. **ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS"**. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with 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: Port of Tacoma Authorized Agent: See Mauer Date: 7/25/2013

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.