

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN GRANT COUNTY
AND THE CITY OF MOSES LAKE FOR
ORTHOIMAGERY SERVICES**

RESOLUTION No. 19- ⁰³³ -CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision of the State of Washington, and the City of Moses Lake are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the County entered into a 2017 Service Level Agreement (SLA) with Washington State Consolidated Technology Services, hereinafter referred to as Washington Technology Solutions (WaTech) for the purpose of accessing Statewide Imagery Services, which is attached hereto and incorporated by reference: and

WHEREAS, the City of Moses Lake also desires to access Statewide Imagery Services; and

WHEREAS, WaTech will permit the City of Moses Lake to benefit from the County's contract for Statewide Imagery Services for a nominal and additional fee, paid directly to the County, as evidenced by the attached Service Level Agreement Addendum that is incorporated by reference.

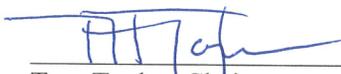
NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement Regarding Statewide Imagery Services between Grant County and the City of Moses Lake be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 15th day of April, 2019

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Yea Nay Abstain

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Tom Taylor, Chair

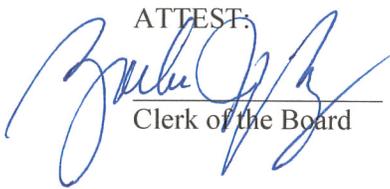


Cindy Carter, Vice-Chair



Richard Stevens, Member

ATTEST:



Clerk of the Board

INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY AND
THE CITY OF MOSES LAKE FOR ORTHOIMAGERY SERVICES

This INTERLOCAL AGREEMENT (" Agreement") is entered into on this 1st day of April, 2019, by and between Grant County, a municipal corporation of the State of Washington, hereinafter the " County"), and the City of Moses Lake, a non-charter code city of the State of Washington (hereinafter referred to as " City").

Recitals:

1. Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, allows governmental agencies to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services; and
2. The County entered into a 2017 Service Level Agreement (SLA) with Washington State Consolidated Technology Services, hereinafter referred to as Washington Technology Solutions (WaTech) for the purpose of accessing Statewide Imagery Services, which is attached hereto and incorporated by reference; and
3. The City also desires to access Statewide Imagery Services; and
4. WaTech will permit the City to benefit from the County' s contract for Statewide Imagery Services for a nominal and additional fee, paid directly to the County, as evidenced by the attached Service Level Agreement Addendum that is incorporated by reference;

NOW, THEREFORE, the County and City agree as follows:

1. **Purpose.** The purpose of this Agreement is to allocate the Parties' financial responsibilities and other terms and conditions required to access the services provided for in the WaTech SLA.
2. **Services.** Pursuant to the SLA, the contractual relationship for Statewide Imagery Services is between the County and WaTech. The City does not have authority to modify, terminate, or otherwise interfere in any way with that SLA. Per the SLA Addendum, the County is authorized to grant access to the City, by way of this Agreement, and for a fee paid directly to the County, for the comparable access and services for Statewide Imagery Services that the County receives under the SLA.
3. **Duration.** The SLA terms provide for a three-year contract period with the option to renew. This Agreement shall also be valid for the same three-year period and track with the dates of the SLA. If the SLA is renewed by the County, this Agreement will be automatically renewed, unless the County is notified timely and in accordance with the terms of this Agreement, of the City's intent to discontinue this Agreement.
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days' notice in writing either personally delivered or mailed postage- prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

5. **Termination for Default.** If the City defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement.

6. **Termination for Public Convenience.** The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

7. **Contract Management.** The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for Grant County is:
Jill Hammond, Administrative Services Coordinator
Board of County Commissioners
PO Box 37
Ephrata, WA 98823
509- 744-2011

The Agreement administrator for the City is:
John Williams, City Manager
City of Moses Lake
401 S. Balsam Street
Moses Lake, WA 98837
509-764-3713

8. **Payment.** The City shall pay to the County, \$500.00, annually for the ability to access Statewide Imagery Services for the two year contract period. This amount is subject to increase after the initial two year period ends. The County will provide notice to the City before automatic renewal of the contract of any price adjustments.

9. **Billing Procedure.** The City shall remit its \$500.00 payment to the County within 90 days of the receipt of invoice. Payment shall be submitted, in full, to the Grant County Auditor, PO Box 37, Ephrata, WA 98823.

10. **Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of nature, acts of war, accident, labor disruption, acts, omissions or defaults of third parties, and official, governmental or judicial action not the fault of the party failing or delaying in performance.

11. **Maintenance of Records.** Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's

books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor or other persons authorized by law and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

12. **Hold Harmless and Indemnification.** Each Party shall defend, hold harmless, and indemnify the other Party and its directors, officers, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorney' s fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct. No liability shall attach to the County by reason of entering into this agreement, except as expressly provided herein. The County cannot and does not guarantee the services provided by Statewide Imagery Services or their accuracy. There is no guarantee that use of Statewide Imagery Services will meet the satisfaction of the City, nor that unsatisfactory services will be remedied by the County. The County is not responsible for any technology or user ability issues or any other potential problems that arise from the Statewide Imagery Services or the use thereof. The City is responsible for ensuring that its use of Statewide Imagery Services complies with local, state, and federal laws. The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

13. **Warranty.** Except as expressly stated herein, there are no express or implied warranties respecting this Agreement or the services provided.

14. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

15. **Administration of Agreement.** There shall be no separate legal entity created by the Agreement. This Agreement shall be administered jointly by the County or designee and the City or designee.

16. **Property.** The terms of this Agreement do not contemplate the acquisition of any real or personal property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

17. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

18. **Relationship of the Parties.** No agent, employee or representative of City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of City are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of City for any purpose, and the employees of the County are not entitled to any of the benefits City provides to City employees.

19. **Disputes.** In the event that a dispute arises under this Agreement, the parties shall first attempt to mediate the dispute with a mediator mutually agreeable to both parties. If mediation fails to resolve the dispute, the parties are entitled to utilize whatever remedies to which they may be entitled at law or in equity.

20. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Grant County, Washington.

21. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.

22. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

23. **Agreement Not For Benefit of Third Parties.** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

24. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

25. **Filing.** This Agreement shall be filed or posted online as required by RCW 39.34.040.

26. **Effective Date.** This agreement shall take effect when signed by the parties.

APPROVED: CITY OF MOSES LAKE


City Manager Dated: 3-27-19

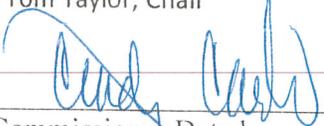
APPROVED: GRANT COUNTY


Commissioner Dated: 4/1/19

Tom Taylor, Chair

APPROVED AS TO FORM:


Katherine Kenison, City Attorney


Commissioner Dated: 4/1/19

Cindy Carter, Vice-Chair


Commissioner Dated: 4/1/19

Richard Stevens, Member



SERVICE LEVEL AGREEMENT

Statewide Imagery Services Contract w/ State & Local Government	County of Grant, WA Imagery Consortium Contributing Member
CTS Service Level Agreement Number: 2017-001	
CTS Customer Service Agreement Number: 8130-0	
WaTech/CTS Vendor Contract Number: 17-088	

1. Purpose

This Service Level Agreement Number 2017- (SLA) is executed by the Washington State Consolidated Technology Services (CTS), hereinafter referred to as Washington Technology Solutions (WaTech) and the County of Grant, WA. Pursuant to the terms and conditions of Customer Service Agreement Number 8130-00 (CSA). The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to WaTech's provision of Statewide Imagery Services to the Customer.

2. Term and Termination

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until April 30, 2020, unless extended upon written mutual agreement between the parties or terminated as specified below.
 Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon 10 business days' written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

3. Scope of Work

CTS shall furnish the access to the Web based services, and a hard copy of the applicable State/County/City specific data and otherwise do all things necessary to make access to the data and service possible as defined in the *Technical Specification and Requirements (Schedule B)* and subject to the *End User License Agreement (Schedule A)*.

4. Pricing and Service Fees

The total dollar amount expended under this SLA shall not exceed \$6,000 for 1(one) year.

5. Billing and Invoices

Billing and invoicing will be handled by Consolidated Technology Services and invoiced yearly using the Customers assigned Consolidated Technology Services Account Code.

6. Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

7. Order of Precedence

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

8. SLA Management

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:

Primary Contact Name: Elisabeth Lauver	Primary WaTech Contact Name: Joy Paulus SLA Management
Title: GIS Coordinator	Title: Senior Policy & Program Manager
Address: PO Box 37 Ephrata, WA 98823	Address: 1500 Jefferson Olympia, WA 98501
Phone: 509.754.2011 x2597	Phone: 360.407.8691
E-Mail: elauver@grantcountywa.gov	E-Mail: joy.paulus@ocio.wa.gov

9. Termination for Convenience

Either CTS/WaTech or County of Grant, WA may terminate this Contract, including all Statement(s) of Work if applicable, in whole or in part, by fourteen (14) calendar days' written notice to the other party. If this SLA is so terminated, County of Grant, WA is liable only for payments required by the terms of this SLA or any SOW for Services received and accepted prior to the effective date of termination.

10. Authorization/Acceptance

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED
State of Washington
Consolidated Technology Services
OIC

APPROVED
State of Washington
County of Grant, WA

Joy Paulus

Signature

Date

Cindy Carter

Signature

Date

Joy Paulus

Print or Type Name

Cindy Carter, Chair
Board of County Commissioners

Senior Program Manager 4/17/17

Title

Date

Approved as to Form by the Office of the Attorney General

Schedule A
End User License Agreement

END USER LICENSE AGREEMENT

VALTUS IMAGERY SERVICES, a division of North West Geomatics Ltd.

Please read the terms and conditions provided below carefully. By using the Imagery or the Services, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions.

Valtus Imagery Services, a division of North West Geomatics Ltd., (“Valtus”) is the owner or licensee of intellectual property rights (including without limitation copyright) in the imagery (the “Imagery”) made available or accessible by use of the online services provided by Valtus (the “Services”) to the customer using the Services and/or identified on the signature block below (the “Authorized End User”). Conditioned upon compliance with the terms and conditions of this Agreement, Valtus grants to the Authorized End User a non-exclusive, non-assignable and non-transferable license to use for the Authorized End User’s internal business purposes the Imagery and/or Services for which the Authorized End User has paid the required license fees.

The Imagery is licensed, not sold, to the Authorized End User. No ownership rights are transferred to the Authorized End User. The Imagery and Services may only be used internally by the Authorized End User or externally by individual users authorized in writing by Valtus or its Authorized Partner (the “Partner”) through which Authorized End User is licensing the Imagery, and not by any other party, whether or not affiliated with the Authorized End User. If the Authorized End User is a federal, provincial, state or local government agency, the Imagery is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Valtus.

No part of the Imagery, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Imagery or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement. The Authorized End User acknowledges that the Imagery and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Valtus and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Imagery or the Services in whole or in part, and in any manner not expressly authorized in this Agreement are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Imagery and the Services and prevent their unauthorized disclosure or use.

The Authorized End User shall immediately notify Valtus upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Imagery or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Imagery or the Imagery itself.

The Authorized End User may not transfer the Imagery to or store the Imagery or the Services in any electronic network for use by more than the number of users authorized in writing by Valtus or the Partner through which Authorized End User is licensing the Imagery, unless it obtains prior written permission from Valtus and pays associated additional fees.

THE IMAGERY AND THE SERVICES ARE PROVIDED "AS IS," AND VALTUS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON- INFRINGEMENT. IN NO EVENT WILL VALTUS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL AND OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, THE AUTHORIZED END USER UNDERSTANDING AND ACKNOWLEDGING THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE VALTUS TO REDELIVER THE IMAGERY REQUESTED BY THE CUSTOMER. IF THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY FOR ANY REASON IS UNENFORCEABLE OR INAPPLICABLE, THE AUTHORIZED END USER AGREES THAT THE AGGREGATE LIABILITY OF VALTUS SHALL NOT EXCEED THE LICENSE FEES PAID BY THE CUSTOMER TO VALTUS WITH RESPECT TO THE IMAGERY OR THE SERVICES AT ISSUE.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Imagery or any other product or service delivered by Valtus. The Authorized End User acknowledges and agrees that Valtus has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

This agreement will terminate automatically without notice, and all access to the Services and the Imagery will be terminated, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Imagery to Valtus or destroy it and certify this destruction in writing to Valtus.

This Agreement is the complete and exclusive statement of the understanding between the Authorized End User and Valtus with respect to the Imagery and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Valtus,

neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

It is THE CUSTOMER'S RESPONSIBILITY to ensure that its use of the Imagery and Services complies with these terms and to seek prior written permission from Valtus for any uses not expressly permitted or not specified in this Agreement.

IN WITNESS WHEREOF, the Authorized End User, intending this Agreement to be effective as of the earlier of (i) the date set forth below and (ii) the date the Authorized End User commenced use of the Services or the Imagery, has caused this Agreement to be executed by its duly authorized representative.

The Addendum

Outlined within this Addendum are the Special Terms and Conditions which are granted to Consolidated Technology Services with regards to the End User License Agreement.

A. *Special Terms and Conditions*

1) Consistent with Consolidated Technology Services' provider status pursuant to RCW 43.105, the following entities shall be allowed access licenses without limits on the number of license seats;

- a. All State Government Agencies
- b. All County-level governments
- c. All Municipal (city) governments
- d. All Public Safety Answering Points (PSAP)
- e. Tribes
- f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.

2) Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize Ortho-Imagery or web map service(s), in a view-only mode with no download capability. Except as otherwise provided in this Addendum, the Authorized users shall comply with the End User License Agreement.

3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the Ortho-Imagery. Authorized users may not transfer or assign this right.

4) Consolidated Technology Services has the right to use hard copy licenses and web services during a contract period subject to terms and restrictions. The 2015/2016 hard copy product will enter into a perpetual license upon the execution of an amendment extending the term of this contract for the second optional one-year extension. The 2017/2018 hard copy product will enter into perpetual license contingent upon the execution of an amendment for the second optional one-year extension of a subsequent contract if the parties execute one. Perpetual licenses are subject to the same terms and restrictions. At the end of the contract period, web services will no longer be provided and Consolidated Technology Services has rights to all hard copy perpetual licenses and is required to destroy non-perpetual licenses.

5)

Schedule B

Technical Specification and Requirements

Specifications	Minimum Requirements
Source Imagery Resolution	12-inches statewide Ortho-Imagery 6-inch Ortho-Imagery in urban areas with populations greater than 50,000.
Current Age of Existing Imagery	June- September 2015 for 1 ft. statewide imagery Most current 6" imagery presently available for WA
Planned Imagery Capture Periods (minimum)	<ul style="list-style-type: none"> • Statewide 1 ft. (in 2017 or 2018 – June thru September capture) (single vintage and consistent leaf on status) • 6" Urban Area Ortho-Imagery – list areas of state planned to be flown and tentative dates
Ortho-Imagery Refresh Cycle	<ul style="list-style-type: none"> • 2 - 3 yrs. statewide refresh (2015, 2017 or 2018) of 1 foot Orth-Imagery – state cycle • Continuous 12-24 month urban area refresh of 6 inch imagery – state cycle
On Premise Access to Data	1 copy of imagery data to be provided to CTS for distribution to entities for on-site hosting for organizations without or with limited bandwidth
Color IR & RGB	Includes 4-band Ortho-Imagery
1 ft. Imagery Horizontal Accuracy	All well-defined points tested shall fall within 6 meters of true ground at a 95% confidence level
FGDC Metadata	The metadata provided with the individual vintages of 1' and 6" imagery
Access	Requirements
Government Users	All Washington State Agencies, all County and City Governments, all Public Safety and Municipalities (PSAP, Water & Fire District) and Tribes that contribute will have access to the data.
Government Contractors	Any commercial firm doing work on behalf of the above governmental entities can have access to the data for the duration of that contracted work and will be required to remove any and all data upon completion of their service contracts. Service Level Agreements must be signed, with duration terms define, by funding contributors & their contractors.
Online Access	Both 1 foot & 6 inch imagery will be available via Valtus online service portal in its natively stored format.
Data Delivery & Use	Requirements

Standard Hardcopy Format & Delivery	Single delivery of 1' imagery in WA State Plan Coordinates – South Zone once per vintage (e.g. 2015 and 2017 or 2018) for statewide imagery.
	<p>WSPC – SZ HARN Note: WA State will re-project the 1 ft. data for counties that reside in North Zone.</p> <p>Single delivery of 6" imagery in WA State Plan Coordinates – Zone appropriate once per vintage at the start of each contract year.</p>
Cost	Requirements
Subscription / Data Renewal Cost	Yearly subscription cost will not exceed \$235,000 per year including all taxes and fees.
Online Streaming Service from Vendor	<p>Access to the imagery online data service is renewed on an annually base. Users will access the vendor 6 inch imagery via a single named user account set up based on the subscription type:</p> <ul style="list-style-type: none"> • Single user named account • County/City/Agency user named account
Service Years	<p>Year 1 = Mar 1, 2017 to Mar 31, 2018 Year 2 = Mar 1, 2018 to Mar 31, 2019 Year 3 = Mar 1, 2019 to Mar 31, 2020</p>

Scope of Service

Introduction – This scope of service describes the deliverables as outlined in the Valtus response to the Request for Information submitted to Consolidated Technology Services (the Client) in June 2016.

Deliverables:

1. Physical delivery of the Hexagon Imagery Program Washington state-wide Ortho-Imagery dataset. The Hexagon Imagery Program dataset is comprised of the following;

- a. 4 band (RGBN) Ortho-rectified aerial imagery
- b. 30cm resolution for Wide Area Coverage (rural areas)
- c. 15cm resolution for Urban Area Coverage (areas greater than 50,000 population, but also includes Olympia, WA)
- d. Wide Area Coverage is of 2015 vintage
- e. Urban Area Coverage is of 2016 vintage

Physical delivery to be made on Internal drive(s) in one projection/coordinate system and one file format of the Client's choice –To Be Determined

2. In addition, the Client will also receive access to the entire state-wide Hexagon Imagery Program data via a raster streaming service. The service is currently served through WMS/WMTS protocols. This may be used in any and all software applications possessed by the Client that have the ability to ingest the service via the aforementioned protocols. This service will be available 24 hours a day, 7 days a week, throughout the subscription year.

3. Extended licensing terms applicable to both the physical delivery and streaming service, as per the attached End User License Agreement set out at Schedule A.

4. Access to the Valtus Client Account Administration Tools for management of users within the account and usage of streaming service reporting.