


Agenda Sheet for City Council Meeting of:

02/28/2022

Date Rec'd

2/7/2022

Clerk's File #

OPR 2022-0128

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Cross Ref #**Contact Name/Phone**

MICHAEL 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR# 23313

Agenda Item Name

5300 SPOKANE COUNTY INTERLOCAL - EAGLEVIEW PICTOMETRY

Agenda Wording

Six(6) year Interlocal Agreement between Spokane County and the City of Spokane for the geo-registered digital oblique & orthogonal images from Eagleview (Pictometry). Agreement term Jan 1, 2022 - December 31, 2027 for a total cost of \$377,486.34.

Summary (Background)

Since 2010, EagleView's Pictometry Imagery product has provided the City of Spokane with high resolution aerial imagery which is used by various city departments to support essential business functions and operations. Pictometry provides certified ortho imagery including a standard top-down view of every parcel and property at 4" resolution. In addition, oblique imagery is also included, providing a 360-degree bird's eye view of every location.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 60,439.10 (2022)

5300-41630-18850-54820

Expense \$ 60,439.10 (2023)

5300-41630-18850-54820

Expense \$ 62,914.39 (2024)

5300-41630-18850-54820

Expense \$ 62,914.39 (2025)

5300-41630-18850-54820

Approvals**Council Notifications****Dept Head**

SLOON, MICHAEL

Study Session\Other

2/7/22 Public Safety

Division Director

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

**Approved by Spokane City
Council on: 02/28/2022**

DocuSigned by:

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City Clerk



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Pictometry integrates seamlessly with Esri's ArcGIS product suite and also includes innovative imagery measuring tools. Three complete sets of imagery will be delivered with flights scheduled for 2022, 2024, and 2026. EagleView is the only supplier of the Pictometry Imagery product. As in the past, the City of Spokane is partnering with Spokane County on this agreement. This is the 3rd six-year interlocal agreement with Spokane County, and spans the years of 2022 to 2027.

Fiscal Impact

Budget Account

Expense \$ 65,389.68 (2026)

5300-41630-18850-54820

Expense \$ 65,389.68 (2027)

5300-41630-18850-54820

Distribution List

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	Msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>2/7/2022</u>
Agenda Item Name	Interlocal Agreement Spokane County – Imagery Cost Sharing
Summary (Background)	<p><u>Subject</u> 6-year agreement between Spokane County and the City of Spokane for the procurement of geo-registered digital oblique & orthogonal images from EagleView Technologies (formerly Pictometry).</p> <p><u>Background/History:</u> Since 2010, EagleView’s Pictometry Imagery product has provided the City of Spokane with high resolution aerial imagery which is used by various city departments to support essential business functions and operations. Pictometry provides certified ortho imagery including a standard top-down view of every parcel and property at 4” resolution. In addition, oblique imagery is also included, providing a 360-degree bird’s eye view of every location. Pictometry integrates seamlessly with Esri’s ArcGIS product suite and also includes innovative imagery measuring tools. Three complete sets of imagery will be delivered with flights scheduled for 2022, 2024, and 2026. EagleView is the only supplier of the Pictometry Imagery product.</p> <p>As in the past, the City of Spokane is partnering with Spokane County on this agreement. This is the 3rd six-year interlocal agreement with Spokane County, and spans the years of 2022 to 2027.</p> <p><u>Summary:</u></p> <ul style="list-style-type: none"> • Interlocal agreement with Spokane County for the procurement of geo-registered digital oblique & orthogonal images from EagleView Technologies. • 6-year agreement spanning the years 2022 to 2027. • 3 imagery capture flights will occur in the Spring of 2022, 2024 and 2026. • Using a population-based methodology the City of Spokane is responsible for 42.46% of the total contract cost. • The City of Spokane contract cost breakdown is as follows: <ul style="list-style-type: none"> ○ 1st Flight (Spring 2022) <ul style="list-style-type: none"> ▪ 2022 – City of Spokane Cost \$60,439.10 ▪ 2023 – City of Spokane Cost \$60,439.10 ○ 2nd Flight (Spring 2024) <ul style="list-style-type: none"> ▪ 2024 – City of Spokane Cost \$62,914.39 ▪ 2025 – City of Spokane Cost \$62,914.39 ○ 3rd Flight (Spring 2026) <ul style="list-style-type: none"> ▪ 2026 – City of Spokane Cost \$65,389.68 ▪ 2027 – City of Spokane Cost \$65,389.68

Proposed Council Action & Date:	
<p>Fiscal Impact: Total Cost: \$377,486.34 over 6 years. See Summary above for detailed cost breakdown.</p> <p>Approved in current year budget? <input checked="" type="checkbox"/>Yes <input type="checkbox"/>No <input type="checkbox"/>N/A</p> <p>Funding Source <input type="checkbox"/>One-time <input checked="" type="checkbox"/>Recurring</p> <p>Specify funding source: GIS Program Budget Account: 5300-41630-18850-54820</p> <p>Expense Occurrence <input type="checkbox"/>One-time <input checked="" type="checkbox"/>Recurring</p> <p>Other budget impacts:</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities? -None.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? -Not Applicable.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? -Not Applicable.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? -GIS is key technology that is used to support numerous city programs and initiatives such as the Comprehensive Plan, the Capital Improvement Plan, Public Work and Utilities operations, public safety, and others. Current aerial imagery is a critical base “layer” in our GIS system and is used extensively to update and maintain our reference basemap information. The basemap or “reference” GIS layers represent the key geographic map features in a specific area and are the foundation upon which other GIS layers can be referenced and aligned. Regular and continual maintenance of a high-quality GIS basemap is essential to a well-functioning GIS. Basemap layers are used across the city’s departments to build various GIS datasets such as zoning and land use, water and sewer infrastructure, transportation networks, administrative districts, and economic development zones.</p>	

INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY AND THE CITY OF SPOKANE FOR IMAGERY COST SHARING AND OTHER MATTERS RELATED THERETO

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into by and among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY", and the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY", each individually referred to as a “PARTY” and collectively the “PARTIES”.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter the PARTIES do hereby mutually agree as follows:

SECTION 1: RECITALS AND FINDINGS

- (a) Pursuant to the provisions of Revised Code of Washington (“RCW”) Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform.
- (b) Pursuant to the provisions of RCW 36.32.120(6), COUNTY has the care of Spokane County property and the management of Spokane County funds and business and in this capacity, can participate in programs providing a range of services that meet the needs of Spokane County and its residents.
- (c) The COUNTY has negotiated a contract with EagleView Technologies, Inc., a Washington State for profit corporation, having offices for the transaction of business at 10400 NE 4th Street, 5th Floor, Bellevue, Washington 98004 for the purchase of aerial photography services, software, and support. The CITY is desirous of procuring from COUNTY certain information resulting from said aerial photography services, software, and support, and therefore the PARTIES are desirous of reducing to writing their respective financial obligations regarding this purchase of aerial photography services, software, and support.

SECTION 2: DEFINITIONS

- (a) Agreement: "Agreement" means this Agreement between the CITY and COUNTY regarding the financial obligations associated with the purchase and use of aerial photography services, software, and support.
- (b) City: "CITY" means the City of Spokane, Washington.
- (c) County: "COUNTY" means Spokane County, Washington.
- (d) Cost-Share Participants: "Cost-Share Participants" means the CITY and the COUNTY, each individually sometimes referred to as "Cost-Share Participant" or "Participant".

(e) Third-Party Participants: "Third-Party Participants" means those participants who are eligible to purchase imagery from the COUNTY by signing a SPOKANE COUNTY IMAGERY LICENSE AGREEMENT, a copy of which is attached hereto as Exhibit "B", and incorporated herein by this reference.

(f) Spokane County Pictometry Contract: "Spokane County Pictometry Contract" means the 2022 - 2027 contract executed under Spokane County Resolution 22-____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3: TERM/TERMINATION

The term of this Agreement shall coincide with the term of the Spokane County Pictometry Contract, a copy of which is attached hereto as Exhibit "A" and is herein incorporated by reference. In the event the Spokane County Pictometry Contract is terminated, for any reason, this Agreement shall also terminate.

This Agreement may be terminated by any Cost-Share Participant without cause subject to the follow conditions:

1. The non-terminating Cost-Share Participant is in mutual agreement and consents in writing that the other Cost-Share Participant be allowed to terminate this Agreement; and
2. The terminating Cost-Share Participant shall give written notice of their request of termination to the other Cost-Share Participant at least ninety (90) days prior to start of each Pictometry Imagery Capture Flight. The COUNTY shall in writing advise all other Cost-Share Participants of the actual start dates of the three (3) Pictometry Imagery Capture Flights which shall become a part of the Agreement and be denominated as Exhibit "D". In no case, shall such termination occur less than ninety (90) days prior to the end of each calendar year during the term of the Agreement; and
3. The terminating Cost-Share Participant shall pay for their full flight costs for all deliverables received through the termination date; and
4. The terminating Cost-Share Participant shall forfeit all revenues from Third Party purchases in Section 6-F subsequent to the date of its termination. The PARTIES understand that annual revenues from Third Party Participants are credited back to each Cost-Share Participant in the following annual billing cycle. As such, a terminating Cost-Share Participant will forfeit any Third Party revenues earned but not credited back to Cost-Share Participants prior to the date of termination as well as any future Third Party revenues; and
5. The terminating Cost-Share Participant shall have thirty (30) calendar days from its receipt of a final billing to pay the COUNTY. The COUNTY, at its sole option, may charge interest on late payments based in an amount not to exceed 1.5% per month

or the maximum rate allowable under the laws of the State of Washington; and

6. The terminating Cost-Share Participant agrees that the terms and conditions set forth in Section 5-B, 5-C, 5-D and 5-E shall survive its termination of the Agreement and the terminating Cost-Share Participant shall be held accountable in perpetuity to said terms and conditions.

Upon termination by a Cost-Share Participant as provided for above, the following conditions shall apply to the remaining Cost-Share Participants:

1. Public access for future flights under this Agreement shall only occur by Agreement of the remaining Cost-Share Participant(s); and
2. The remaining Cost-Share Participant(s) shall be responsible for the costs identified in Section 6-A and itemized in Section 6-E for all remaining flights under this Agreement.

SECTION 4: PRODUCTS

Products and software consist of Geo-registered digital oblique & orthogonal images and certain associated EagleView Pictometry software as follows:

A. Spokane County Licensed Pictometry Products include:

1. Reveal Advanced Property (AccuPlus) – 4" High Resolution Certified Orthophotography & Four-way (N, S, E, W) obliques;
2. Reveal Essentials+ Property – 4" High Resolution Orthophotography & Four-way (N,S,E,W) Obliques;
3. Reveal Essentials+ Community – 9" High Resolution Orthophotography & Four-way (N, S, E, W) obliques;
4. Pictometry Connect – Gov Package;
5. All other resolution Orthophotography and Area Wide Mosaic; and
6. Pictometry Software: Electronic Field Study, Pictometry Connect (Early Access), RapidAccess (Disaster Response Program) & Pictometry ArcGIS Desktop Plugin.

B. The following Pictometry Products are NOT included:

1. "Pictometry Self Hosting" Software provided on a one-time fee basis purchased directly from Pictometry by each member wishing to use it;
2. FutureView Advanced Training; and
3. "Pictometry for ESRI Web AppBuilder" Software provided on a one-time fee basis

purchased directly from Pictometry by each member wishing to use it.

C. Spokane County Pictometry Sector Resolution Areas are depicted in Exhibit “C”, attached hereto and incorporated by this reference.

SECTION 5: IMAGERY COST-SHARE PARTICIPATION REQUIREMENTS

Cost-Share Participants must adhere to the following requirements:

A. Except as provided in SECTION 3, each Cost-Share Participant shall commit to participate in the cost-share for a period of six years (Calendar Years 2022-2027) for three Pictometry Imagery Capture Flights which will occur in the years 2022, 2024, and 2026.

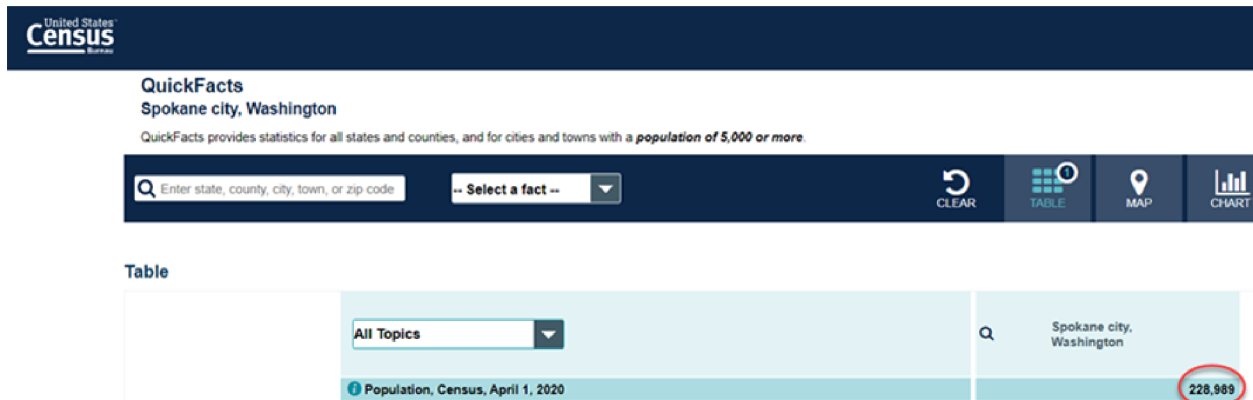
B. For the term of this Agreement, the Cost-Share Participants agree to share costs for common deliverables (defined in Section 6-F) based on the percentage of the CITY’s total population as compared to the COUNTY’s total population as of the 2020 US Census dated April 1st, 2020. For cost sharing purposes, the total COUNTY population is set at 539,339. The total CITY population is set at 228,989, therefore constituting 42.46% of the total COUNTY population.

Cost share percentages for common deliverables – COUNTY 57.54% - CITY 42.46%

Figure 1 – COUNTY Population – 539,339



Figure 2 – CITY Population – 228,289 (42.46% of Total COUNTY Population of 539,339)



C. Each Cost-Share Participant shall maintain the Spokane County/Pictometry copyrighted data as a proprietary data, as set forth in the terms of the EagleView Pictometry Data License Agreement with Spokane County (“Data License Agreement”), attached hereto as Exhibit “A” and herein incorporated by reference.

D. The Data License Agreement entitles each Cost-Share Participant to utilize Pictometry licensed data sets in perpetuity, unless terms of the Data License Agreement are violated. Should a violation of the terms of the Data License Agreement occur, and is not adequately resolved with COUNTY, the violator's rights to the specific data sets associated with violation will be terminated. The violator shall return all data associated with the violation to COUNTY and shall delete the digital data from all machines on which it may reside.

E. Cost-Share Participants shall abide by the licensing restrictions detailed in the Spokane County EagleView Pictometry Contract (Exhibit “A”).

F. Each Cost-Share Participant shall abide by the Fairchild Air Force Base Restrictions as set forth in the terms of the Spokane County EagleView Pictometry Contract (Exhibit “A”).

G. The terms and conditions set forth above in Sections 5-B, 5-C, 5-D, 5-E, and 5-F shall survive the termination of this Agreement. All Cost-Share Participants shall be held accountable in perpetuity to said terms and conditions.

SECTION 6: COST-SHARE METHODOLOGY

A. The costs for the three Pictometry flights (2022, 2024, and 2026) are as follows:

First Flight (2022):	\$246,590.00
Second Flight (2024):	\$259,187.00
Third Flight (2026):	<u>\$268,834.00</u>
6-Year Pictometry Contract Total:	\$774,611.00

B. The costs for the supplementary product, AccuPlus-Upgrade, for the three Pictometry flights (2022, 2024, and 2026) are as follows:

First Flight (AccuPlus-Upgrade) (2022):	\$21,600.00
Second Flight (AccuPlus-Upgrade) (2024):	\$23,085.00
Third Flight (AccuPlus-Upgrade) (2026):	<u>\$24,570.00</u>
6-Year (AccuPlus-Upgrade) Contract Total:	\$69,255.00

C. The costs for the supplementary product, Pictometry Connect–Gov, for the three Pictometry flights (2022, 2024, and 2026) are as follows:

First Flight (AccuPlus-Upgrade) (2022):	\$2,950.00
Second Flight (AccuPlus-Upgrade) (2024):	\$5,900.00
Third Flight (AccuPlus-Upgrade) (2026):	<u>\$5,900.00</u>

6-Year (Pictometry Connect-Gov) Contract Total: \$14,750.00

D. The Spokane County Pictometry Contract obligates the COUNTY to the following payment schedule for each year as follows:

2022 Shared Costs (1 st Flight – Yr 1)	\$111,020.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$10,800.00
COUNTY Only (Pictometry Connect)	<u>\$1,475.00</u>
2022 Total Cost (1st Flight – Year1)	\$123,295.00

2023 Shared Costs (1 st Flight – Yr 2)	\$111,020.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$10,800.00
COUNTY Only (Pictometry Connect)	<u>\$1,475.00</u>
2023 Total Cost (1st Flight – Year2)	\$123,295.00

2024 Shared Costs (2 nd Flight – Yr 1)	\$115,101.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$11,542.50
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2024 Total Cost (2nd Flight – Year1)	\$129,593.50

2025 Shared Costs (2 nd Flight – Yr 2)	\$115,101.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$11,542.50
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2025 Total Cost (2nd Flight – Year2)	\$129,593.50

2026 Shared Costs (3 rd Flight – Yr 1)	\$119,182.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$12,285.00
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2026 Total Cost (3rd Flight – Year1)	\$134,417.00

2027 Shared Costs (3 rd Flight – Yr 2)	\$119,182.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$12,285.00
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2027 Total Cost (3rd Flight – Year2)	\$134,417.00

- E. Any additional services requests for any of the three flights (2022, 2024, and 2026) over and above the itemized charges detailed in Section 5-C and in Section 5-E above shall be billed separately.
- F. Any reduction in services – for example, CITY wants to exclude AccuPlus on an upcoming flight, or the COUNTY wants to exclude Pictometry Connect – must be requested in writing at least ninety (90) days prior to the next scheduled flight date.
- G. For all 4” and 9” Imagery, excluding AccuPlus, the Cost-Share Participants will pay their share based on the Population-Based Percentages detailed in Section 5.B. The percentage cost share for CITY is 42.46%. The percentage cost share for COUNTY is 57.54%.

In addition, the CITY shall pay for the AccuPlus Upgrade costs and the COUNTY shall pay for the Pictometry CONNECT-Gov Licensing costs.

CITY shall pay COUNTY a fixed annual service fee of \$2,500.00 USD for Pictometry Contract Management, due on or before the 1st of February of each calendar year. Any amounts not paid beyond said due date, COUNTY shall charge interest on late payments in an amount not to exceed 1.5% per month or the maximum rate allowable under the laws of the State of Washington.

All costs are detailed below for the next six (6) years:

Two Party 2022-2027 Cost-Share Participant Annual Itemized Costs:

First Flight – 2022 & 2023 Cost Details

2022 CITY Cost Share

4” Imagery (42.46% Pop. Share)	\$25,204.26
9” Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$10,800.00
Annual Service Fee to COUNTY	\$2,500.00
2022 – CITY Total Cost Share	<u>\$60,439.10</u>

2022 - COUNTY Cost Share

4” Imagery (57.54% Pop. Share)	\$34,155.74
9” Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$1,475.00
2022 – COUNTY Cost Share	<u>\$65,355.90</u>

2022 – Total Pictometry Annual Cost **\$125,795.00**

2023 CITY Cost Share

4” Imagery (42.46% Pop. Share)	\$25,204.26
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9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$10,800.00
Annual Service Fee to COUNTY	\$2,500.00
2023 - CITY Total Cost Share	\$60,439.10

2023 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$34,155.74
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$1,475.00
2023 - COUNTY Total Cost Share	\$65,355.90

2023 - Total Pictometry Annual Cost	\$125,795.00
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First Flight (2022 & 2023) - Total Cost	\$251,590.00
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2024 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$26,937.05
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$11,542.50
Annual Service Fee to COUNTY	\$2,500.00
2024 - CITY Total Cost Share	\$62,914.39

2024 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$36,503.95
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2024 - COUNTY Cost Share	\$69,179.11

2024 - Total Pictometry Annual Cost	\$132,093.50
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2025 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$26,937.05
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$11,542.50
Annual Service Fee to COUNTY	\$2,500.00
2025 - CITY Total Cost Share	\$62,914.39

2025 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$36,503.95
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9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2025 – COUNTY Total Cost Share	\$69,179.11

2025 – Total Pictometry Annual Cost \$132,093.50

Second Flight (2024 & 2025) – Total Cost \$264,187.00

2026 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$28,669.84
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$12,285.00
Annual Service Fee to COUNTY	\$2,500.00
2026 - CITY Total Cost Share	\$65,389.68

2026 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$38,852.16
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2026 – COUNTY Cost Share	\$71,527.32

2026 – Total Pictometry Annual Cost \$136,917.00

2027 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$28,669.84
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$12,285.00
Annual Service Fee to COUNTY	\$2,500.00
2027 - CITY Total Cost Share	\$65,389.68

2027 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$38,852.16
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2027 – COUNTY Total Cost Share	\$71,527.32

2027 – Total Pictometry Annual Cost \$136,917.00

Third Flight (2026 & 2027) – Total Cost \$273,834.00

Total Cost – All Years Less Service Fees	\$774,611.00
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H. All annual revenues from Third-Party Participant imagery purchases will be shared in the following manner by Cost-Share Participants and credited back to each Cost-Share Participant in the following annual billing cycle. No credits will be given to the Third-Party Participants outside this Agreement.

Cost sharing will be done as follows:

- 1) If the Third-Party Participant's imagery request includes both Cost-Share Participants' data, then the additional Third-Party Participant shall pay both Cost-Share Participants, with the revenue share being 57.54% to the COUNTY and 42.46% to the CITY. Percentages are based on the US Census Bureau's 2020 CITY/ COUNTY population breakdown – 42.46% reside in the CITY, while 57.54% reside outside of the CITY.
- 2) If the Third-Party Participant's imagery request includes only COUNTY data, then then the additional Third-Party Participant shall only pay COUNTY, with the revenue share being 100% COUNTY and 0% CITY.
- 3) If the Third-Party Participant's imagery request includes only CITY data, then the additional Third-Party Participant shall pay only CITY, with revenue share being 0% COUNTY and 100% CITY.

I. The COUNTY shall manage the sharing of all combined imagery datasets consisting of both CITY and COUNTY data.

J. The COUNTY shall not share CITY imagery when only CITY imagery is requested.

K. The CITY shall not share COUNTY imagery when only COUNTY imagery is requested.

L. For the purposes of administration and maintenance of the Pictometry data over multiple political and geographic boundaries, the defined Project Area is based on a Pictometry established grid of approximately one (1) square mile sectors that covers the full extent of Spokane County.

M. Project Area Sectors can be of two resolution types: 4 inch or 9 inch.

N. Sector resolution type may vary by given project flight year.

O. Sector resolution upgrades (e.g. from 9 inch resolution to 4 inch resolution) may occur. Funding for said upgrades may occur by negotiation among the Cost-Share Participants. Alternatively, a Cost-Share Participant may elect to pay the additional upgrade cost for the life of the Agreement.

P. Cost-Share Participants are billed according to the following schedule:

Calendar Year 2022

Within Twenty (20) days after Agreement
& Contract signing:

Cost-Share Participants Annual
Itemized Costs for 2022.

Calendar Years 2023-2027

Annually on or before the 10th of January

Cost-Share Participants Annual
Itemized Costs for each year.

To the following address:

CITY: City of Spokane
ATTN: Office of the Mayor
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Cost-Share Participants shall have thirty (30) calendar days from its receipt of any billing to pay the COUNTY. The COUNTY, at its sole option, may charge interest on late payments based in an amount no to exceed 1.5% per month or the maximum rate allowable under the laws of the State of Washington.

SECTION 7: MISCELLANEOUS PROVISIONS

- A. Notice. All notices, other than billings addressed in Sections 3 - 6 above, shall be in writing and served on any of the PARTIES either personally or by certified mail, return-receipt requested, at their respective addresses set forth above. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- B. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.
- C. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- D. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- E. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- F. Assignment. This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.
- G. Severability. In the event any portion of this Agreement should become invalid or

unenforceable, the rest of the Agreement shall remain in full force and effect.

- H. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- I. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. Records. All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.
- K. Waiver. No officer, employee, agent or otherwise of any PARTY, has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.
- L. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- M. Dispute Resolution. Any dispute among or between the PARTIES which cannot be resolved among or between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the COUNTY Chief Executive Officer and CITY Administrator cannot resolve the dispute shall be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The PARTIES subject to the dispute shall have the right to designate one person each to act as an arbitrator. The selected arbitrators shall then jointly select another arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split among the PARTIES to the dispute.
- N. Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they appertain.
- O. Anti-Kickback. No officer or employee of any PARTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
- P. Time of Essence of Agreement. Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other PARTY may, at its election,

hold the other party liable for all costs and damages caused by such delay.

- Q. Execution and Approval. The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this Agreement.
- R. No Third-Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
- S. RCW 39.34 Required Clauses applicable to COUNTY and CITY only:

iII PURPOSE: See Section 1 (c).

iII DURATION: See Section 2.

iII ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

iII RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.

iII AGREEMENT TO BE FILED: The CITY shall file this Agreement with its CITY Clerk. The COUNTY shall file this Agreement with its COUNTY Auditor or place it on its web site or other electronically retrievable public source.

(fII FINANCING: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

.(1) TERMINATION: See Section 3.

iII PROPERTY UPON TERMINATION: Title to all personal property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth opposite their respective signature block, the date of the last signature being the effective date of the Agreement.

Spokane County Signatures

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSHUA KERNS, Chair

AL FRENCH, Commissioner

MARY KUNEY, Commissioner

ATTEST
Clerk of the Board

Ginna Vasquez

City of Spokane Signatures

DATED: 3/4/2022

DocuSigned by:
Nadine Woodward

39651E7EC71D4A0...
Mayor

Nadine Woodward

Approved as to form:

DocuSigned by:
Michael Piccolo DS

0E80BB1D5EFE4BA...
Assistant City Attorney

ATTEST

DocuSigned by:
Laurie Farnsworth

3D29CB9513C34B8...
Acting City Clerk



Exhibit A

Spokane County Pictometry Contract
(To follow in attached pages)

(This space intended to be blank.)

**SPOKANE COUNTY IMAGERY LICENSE AGREEMENT
Third Party Participant**

The LICENSE AGREEMENT (the "Agreement") is entered into between Spokane County, (hereinafter referred to as "COUNTY" or "LICENSOR"), a political subdivision of the State of Washington, having offices for transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, and _____ (hereinafter referred to as "Third Party Participant" or "LICENSEE"), a _____, having offices for transaction of business at _____, each individually referred to as a "PARTY" and collectively the "PARTIES".

RECITALS:

WHEREAS, pursuant to the provision of the Revised Code of Washington ("RCW") 36.32.120(6), Spokane County has the care of COUNTY property and the management of COUNTY funds and business; and

WHEREAS, pursuant to RCW 36.32.120(6), chapter 39.34 RCW and RCW 39.32.090, Spokane County entered into an agreement with Pictometry International Corporation for the purchase of aerial photography services, software, and support; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW ("Interlocal Corporation Act"), two or more public entities may contact between each other to perform functions which each may individually perform; and

WHEREAS, the Pictometry International Corporation Agreement allows "Authorized Subdivision(s)" to use "Delivered Content" as defined therein; and

WHEREAS, Third-Party Participant is an "Authorized Subdivision" in the Pictometry International Corporation Agreement and as such desires to enter into a license agreement wherein the Third-Party Participant may use certain "Delivered Content" under the Pictometry International Corporation Agreement subject to certain terms and conditions.

NOW THEREFORE for and in consideration of the above recitals which are incorporated herein by reference and the mutual promises set forth hereinafter the PARTIES do hereby mutually agree as follows:

SECTION 1: DEFINITIONS

- (a) **County**: "COUNTY" means Spokane County, also referred to as "LICENSOR".
- (b) **City**: "CITY" means City of Spokane.
- (c) **Third-Party Participant**: "Third-Party Participant" means those who are eligible to purchase imagery from the COUNTY by signing this SPOKANE COUNTY IMAGERY LICENSE AGREEMENT, also referred to as LICENSEE.

- (d) Spokane County Pictometry Contract: "Spokane County Pictometry Contract" means the 2022- 2027 contract executed under Spokane County Resolution 22-__, attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2: PURPOSE

This License Agreement (the "Agreement") is intended to provide a mechanism for the LICENSEE (Third-Party Participant) to purchase Spokane County Pictometry Imagery products and associated Pictometry Software under the terms and conditions of this License Agreement, from the COUNTY as permitted and allowed by the Spokane County Pictometry Contract, which is attached hereto as Exhibit "A" and herein incorporated by reference ("Spokane County Pictometry Contract").

SECTION 3: TERM

This Agreement shall commence on _____ and shall terminate on December 31, 2027.

Once this Agreement is executed, it is irrevocable and shall not be terminated by either PARTY. Provided, in the event the Spokane County Pictometry Contract is terminated, for any reason, this Agreement shall also terminate. In the event of such termination, the PARTIES understand and agree that there shall be NO REFUND or return of any costs or fees as set forth in Section 6 (Exhibit "C") of this Agreement which have been paid prior to the effective date of termination..

SECTION 4: LICENSED PRODUCTS

Products and software consist of Geo-registered digital oblique & orthogonal images and associated Pictometry software. More particularly they include:

A. Spokane County Licensed Pictometry Products include:

1. 4" High Resolution Orthophotography & Four-way (N, S, E, W) obliques;
2. 9" High Resolution Orthophotography & Four-way (N, S, E, W) obliques;
3. All other resolution Orthophotography and Area Wide Mosaics, generated by Pictometry and included in the delivery of the primary imagery; and
4. Pictometry Software: Electronic Field Study & Pictometry ArcGIS Desktop Plugin.

B. The following Pictometry Products are NOT included:

1. "Pictometry Self Hosting" Software provided on a one-time fee basis purchased directly from Pictometry by each member wishing to use it;
2. "Pictometry Connect" a Web Hosting Software that is purchased annually directly from Pictometry; and

3. "Pictometry for ESRI Web AppBuilder" Software provided on a one-time fee basis purchased directly from Pictometry by each member wishing to use it.

C. Spokane County Pictometry Sector Resolution Areas are depicted on Exhibit "B", which is attached hereto and incorporated by reference.

SECTION 5: LICENSEE PARTICIPATION REQUIREMENTS

LICENSEE shall adhere to the following requirements:

A. The LICENSEE shall maintain the Spokane County/Pictometry copyrighted data as a proprietary data, as set forth in the terms of the Spokane County Pictometry Contract.

B. The LICENSEE shall abide by the licensing restrictions detailed in the Spokane County Pictometry Contract. The Spokane County Pictometry Contract entitles the LICENSEE to utilize licensed data sets in perpetuity, unless terms of the Spokane County Pictometry Contract are violated. Should a violation of the terms of the Spokane County Pictometry Contract occur, and is not adequately resolved to COUNTY's satisfaction, the LICENSEE's rights to the specific data set associated with the violation shall be terminated. The LICENSEE shall return all data associated with the violation to the [????????] COUNTY, and delete the digital data from all of the LICENSEE's machines on which it may reside.

C. Public Access of Pictometry Orthogonal and Oblique Imagery provided by the LICENSEE via Public Web Sites shall only occur by mutual agreement between the COUNTY and LICENSEE. LICENSEE is permitted to use orthogonal and/or oblique imagery for publicly accessible .pdfs, printed maps, or other such reports.

SECTION 6: LICENSE FEE METHODOLOGY

A. Pictometry Imagery Capture Flights will occur in 2022, 2024, and 2026.

B. The LICENSEE shall be eligible to license PICTOMETRY imagery from the COUNTY for any flight that occurs during the contract period. The LICENSEE can purchase just a single flights imagery and is not required to purchase imagery from all flights that occur during the contract period.

C. For the purposes of administration and maintenance of the Pictometry data over multiple political and geographic boundaries, the defined Project Area is based on a Pictometry- established grid of approximately one (1) square mile sectors that covers the full extent of Spokane County.

D. Project Area Sectors can be of two resolution types: 4 inch or 9 inch.

E. Sector resolution type will vary by given project year.

F. The COUNTY assigns costs to each specific Sector based on the Spokane County Pictometry Contract for that given project flight (two-year cycle).

G. Rates per Sector are based on the costs per sector type (4 inch or 9 inch) for a given Pictometry Flight Year.

H. Sector resolution upgrades (e.g. from 9 inch resolution to 4 inch resolution) may occur. LICENSEE shall be responsible for all costs related to a LICENSEE- requested sector upgrade for the life of the contract.

I. LICENSEE sector costs are based on the total sector rate as defined in Section 5-F divided by the total number of participants (for example, total number of participants is equal to the total number of Third-Party Cost Participants, plus the two original Cost-Share Participants – Spokane County and the City of Spokane).

J. The LICENSEE's base total cost is the sum of all individual Sectors which are within LICENSEE service boundary. This also includes the addition of all sectors that are bisected by the service boundary. Individual sectors will not be further subdivided.

K. Access to the LICENSEE imagery products shall be provided either on physical media or through a Pictometry Connect account purchased by the LICENSEE. The labor and media costs for the delivery of Imagery Products on physical media will be borne by the LICENSEE and will be based on the Spokane County IT Annual staff hourly rate tables and media costs.

L. The LICENSEE's costs are itemized in Exhibit "C", which is attached hereto and incorporated by reference.

M. The LICENSEE shall be billed upon given online access or hardcopy delivery of imagery products itemized in Exhibit "C". LICENSEE shall pay all billings within thirty (30) calendar days from its receipt of any billing to pay the COUNTY. The COUNTY, at its sole option, may charge interest on late payments based on any lost interest earning had the amount due been invested since the date due to the date of payment in the COUNTY's investment pool.

SECTION 7: INDEMNIFICATION AND HOLD HARMLESS

The LICENSEE agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of LICENSEE, and LICENSEE'S officers, agents and employees, in performance of this Agreement.

With regard to patent and copyright infringement claims, the LICENSEE shall defend at its expense any suit brought against the COUNTY to the extent that it is based on an infringement claim, and the LICENSEE shall indemnify the COUNTY for those costs and damages finally awarded against the COUNTY for an infringement claim. The LICENSEE shall also indemnify the COUNTY for its reasonable attorney's fees arising out of such claims.

SECTION 8: WARRANTY

The digital data is provided "AS IS", without any warranty of any type whether express or implied, including any warranties of merchantability or fitness for a particular purpose.

The data is subject to constant change and its accuracy cannot be guaranteed. The COUNTY does not warrant that the functions contained in the digital data will meet the requirements of the LICENSEE or that the operation of digital data will be uninterrupted or error free, or that any data defects will be corrected.

SECTION 9: MISCELLANEOUS PROVISIONS

- A. Notice. All notices, other than billings addressed in Sections 6 above, shall be in writing and served on any of the PARTIES either personally or by certified mail, return-receipt requested, at their respective addresses set forth above. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- B. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.
- C. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- D. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- E. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- F. Assignment. This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.
- G. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- H. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- I. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this

Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

- J. Records. All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.
- K. Waiver. No officer, employee, agent or otherwise of any PARTY, has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.
- L. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- M. Dispute Resolution. Any dispute among or between the PARTIES which cannot be resolved among or between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the PARTIES cannot resolve the dispute shall be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The PARTIES subject to the dispute shall have the right to designate one person each to act as an arbitrator. The selected arbitrators shall then jointly select another arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split among the PARTIES to the dispute.
- N. Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they appertain.
- O. Anti-Kickback. No officer or employee of any PARTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
- P. Time of Essence of Agreement. Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other PARTY may, at its election, hold the other party liable for all costs and damages caused by such delay.
- Q. Execution and Approval. The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this Agreement.
- R. No Third-Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. RCW 39.34 Required Clauses.

iii PURPOSE: See Section 2.

iii DURATION: See Section 3.

Q} ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

iii RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.

iii AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its COUNTY Auditor or place it on its web site or other electronically retrievable public source.

.(fil FINANCING: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

.Q) TERMINATION: See Section 3.

.(fil PROPERTY UPON TERMINATION: Title to all personal property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth herein above with the effective date being the date of the last signatory.

DATE: _____

SPOKANE COUNTY (LICENSOR)

Director of Information Technology

DATE: _____

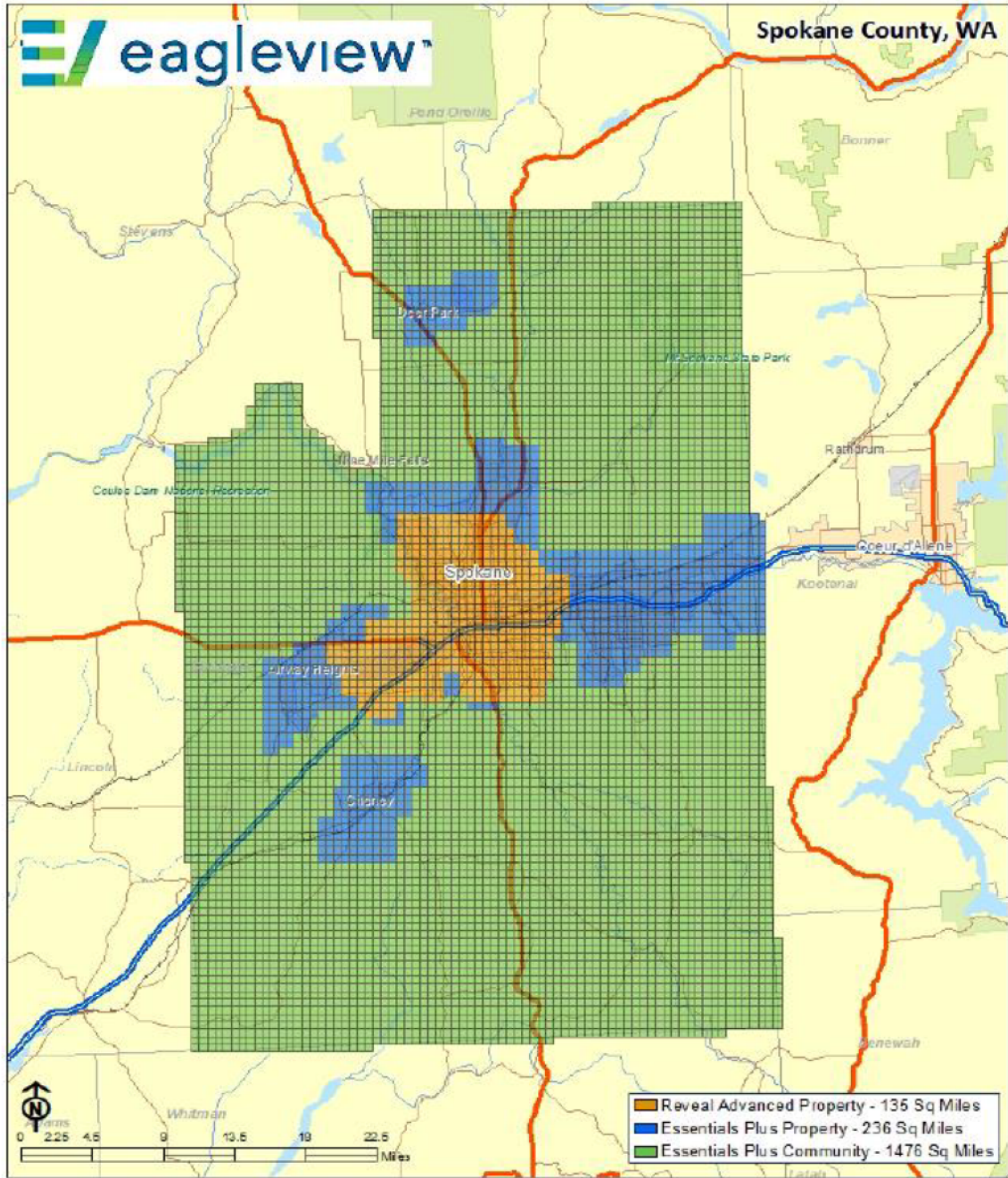
Third Party Participant (LICENSEE)

BY

TITLE

Exhibit B Spokane Pictometry Tile Grid

(Green tiles are nine inch resolution, blue tiles are four inch resolution, and orange tiles are four inch AccuPlus resolution)



Pictometry Flight #1	April 2022
Pictometry Flight #2	April 2024
Pictometry Flight #3	April 2026

Exhibit C:
Spokane Pictometry Itemized Third Party Participant (Licensee) Costs
(Assuming two original cost-share participants, thus a three-way cost split)

Licensee:

Four Inch Sector Tiles Cost	3 Way Split	Number	Total
<i>\$</i> __. __			<i>\$</i> __ .

Nine Inch Sector Tiles Cost	3 Way Split	Number	Total
<i>\$</i> __. __	<i>\$</i> __. __		<i>\$</i> __ .

Data Preparation Fee	Hourly Labor Rate	Total Hours	
	<i>\$</i> __. __	<i>\$</i> __. __	<i>\$</i> __ .

Media Cost			<i>\$</i> __
		Grand Total	<i>\$</i> __

Exhibit D:

Pictometry Six Year Contract Flight Dates

Flight #1 **Spring 2022**

Flight #2 **Spring 2024**

Flight #3 **Spring 2026**