

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703 / viggo.forde@snoco.org

PUBLIC AGENCY: City of Snohomish

AGENCY CONTACT PERSON: Glen Pickus, Director of Planning
& Development Services

ADDRESS: P. O. Box 1589
Snohomish, WA 98291

TELEPHONE: (360) 282-3173, (425) 328-0078 /
pickus@snohomishwa.gov

PROJECT: Information Technology Services

AMOUNT: As specified in Work Orders
Not to exceed \$15,000 for the six (6) year life
of the Agreement

FUND SOURCE: City of Snohomish

CONTRACT DURATION: Six (6) Years from date of Contract
effective date

INTERLOCAL AGREEMENT BETWEEN CITY OF SNOHOMISH AND SNOHOMISH
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter "County" or "SCIT") and City of Snohomish (hereinafter "Snohomish") for the purpose of SCIT providing information technology services to Snohomish.

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCIT to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS Snohomish is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, Snohomish requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software;

NOW, THEREFORE, and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Snohomish agree as follows:

1. Scope of Information Technology Services:

- a. The County will provide information technology goods and information processing services according to Work Order (WO). Each WO shall be executed by the County Executive, or his designee, and an authorized agent for Snohomish, and subject to the general terms and conditions of this Agreement. Each WO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided are limited to the following:
 - A. Assist in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Snohomish; Providing ISP (Internet Service Provider) services, and
 - B. Administer yet to be identified centralized support systems and services for Snohomish; where they generally promote more efficient management and utilization of such services, and
 - C. Provide Orthoimagery through Snohomish County’s agreement with EagleView (Pictometry International Corp.), and
 - D. Other functions as may be mutually agreeable.

2. Contract Maximum. All Work Orders executed under this ILA shall not exceed an aggregate

total of \$15,000.

3. TREATMENT OF ASSETS. COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO SNOHOMISH BY THE COUNTY ARE FURNISHED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES REGARDING USE OR RESULTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS INDICATED IN A WO FOR SERVICE.

Title to all property furnished by the County shall remain in the County. Title to all property purchased by Snohomish for which Snohomish is not reimbursed by the County shall remain in Snohomish. Title to all property purchased by Snohomish for which Snohomish is reimbursed by the County and is used as a component of services provided under this Agreement shall pass to and vest in the County upon completion, termination, or cancellation of the relevant WO or this Agreement.

Any property of the County furnished to Snohomish shall, unless otherwise provided in this contract, or approved by the County, be used only for the performance of this Agreement or a WO. Snohomish shall be responsible for any loss or damage to County property that County furnishes to Snohomish.

If County property is lost, destroyed, or damaged, Snohomish shall immediately notify the County and shall take all reasonable steps to protect the property from further damage.

4. Surrender of Property. Snohomish shall surrender to County all property of County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Snohomish all property of Snohomish upon completion, termination, or cancellation of this Agreement.
5. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to six (6) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
6. Compensation: Snohomish may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated WO developed from initial estimates or quotations.

Snohomish will pay County for services provided hereunder and as set out in WOs. Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect

on the date of execution of this Agreement, unless the specific quotation described in the WO provides otherwise. Unless the WO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the County and shall be effective ninety (90) days after written notice of change is provided to the Snohomish, by email or postage paid in the US mail.

The County will submit an invoice or advice of charge to Snohomish annually in advance for the service fees, detailing charges for services rendered. Payment is due in full upon receipt of the invoice by Snohomish and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to WOs with balances more than ninety (90) days past due is cause for the termination of a WO. Amounts disputed by Snohomish under Section 8 of this Agreement are not subject to late payment charges.

7. Obligations of Snohomish are as follows: As to all new Snohomish acquisitions of any information technology equipment, software or systems to be serviced under this Agreement, Snohomish shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCIT and shall secure written concurrence for any such procurement from the County Executive or his/her designee. Snohomish shall make payment to County of all submitted invoices or advices of charge pursuant to Section 6 of this Agreement.
8. Mutual Covenants: Snohomish will promptly notify the County in writing of issues regarding invoices, or of services which Snohomish believes do not conform with the agreed upon terms of this Agreement and/or WO, within thirty (30) days of receipt of invoice or performance of services, whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/or any applicable WO through negotiation. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.

Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing processing requirements of Snohomish.

9. County Review and Approval: Upon submittal of any request to execute a WO or to perform optional services under any executed WO, the County may, following review by the SCIT, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

At the outset of performance of each WO, or during performance of the WO to the extent the same is modified by the Parties, the County will either accept or reject Snohomish's systems and services as listed in the WO. The County will not invoice Snohomish until the County has accepted service and/or system delivery responsibility. Snohomish is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

10. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and Snohomish shall keep all records required by this Agreement in accordance with statutory archival requirements.
11. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 12 of this Agreement, Snohomish shall hold harmless, indemnify, and defend, at its own expense, SCIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Snohomish's performance of this Agreement, including claims by Snohomish's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Snohomish, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Snohomish, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Snohomish and County, including claims by Snohomish's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Snohomish and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. Limitation of Liability: In no event will County or Snohomish be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or Snohomish under this Agreement or any WO hereunder, even if the County or Snohomish has been advised of the possibility of such damages.
13. Insurance: Snohomish shall maintain in full force and effect throughout the term of this Agreement, a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, Snohomish may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW, which shall provide liability coverage for the liabilities contractually assumed by Snohomish in this Agreement. At the time of execution of this Agreement, and prior to commencement of performance of any work, Snohomish shall furnish SCIT, upon request, with a Certificate of Insurance as evidence that policies providing insurance (or self-insurance) with such provisions, coverages and limits are in full force and effect.

The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by Snohomish under this Agreement.

Snohomish shall insure that any Subcontractor and all others performing any work under this Agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.

14. Compliance with Laws: The County and Snohomish shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. Snohomish will comply with SCIT procedures and policies related to technology management and use of applicable County systems, applications and services.
15. Non-assignment: The County and Snohomish shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.
16. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or WO and the text of this Agreement, the text of this Agreement shall prevail.
17. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to Snohomish as needed over a six (6) year term. WOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it

is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

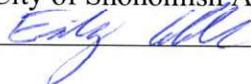
18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
19. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
20. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.
21. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

“County”
SNOHOMISH COUNTY

By:  Ken Klein
County Executive 2021.08.26 14:06:48 -07'00' Date

“Snohomish”
CITY OF SNOHOMISH

By: John T. Kartak July 13, 2021
Title: Mayor Date

City of Snohomish Attorney Date
 7/12/21

Approved as to indemnification provisions:

Risk Management Date

Exhibit A - Work Order (WO 21-01)

Network, Internet & GIS Support Services

This Work Order (WO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCIT”) and City of Snohomish (“Snohomish”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Snohomish and Snohomish County to Provide Information Services. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This WO sets forth the obligations of the parties with respect to SCIT’s provision of information services to Snohomish. This WO also serves as the Service Level Agreement, (See Section 6 Service Levels and Designated Points of Contact and Escalation Points Table of this WO) between Snohomish and SCIT.

1. **Purpose:** The purpose of this WO is for SCIT to provide to Snohomish information services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this WO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCIT.
3. **Term and Termination:** The term of this WO is effective upon the date of execution by both parties unless terminated upon written notification to the other party. Either party may terminate this WO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this WO shall also terminate on the ILA termination date.
4. **Prohibited Use of Services:**
 - a. Snohomish shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to Snohomish County customers.
 - b. By executing this WO, Snohomish acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement .

5. **Resale of Snohomish County Services:** Snohomish shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.

6. **Service Levels and Designated Points of Contact and Escalation Points:** SCIT’s designated point of contact for Snohomish to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCIT Service Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCIT.

SCIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

Snohomish’s designated point of contact for SCIT to send invoices, problem-solve and otherwise conduct business shall be:

Snohomish Primary Contacts:	Glen Pickus, Director of Planning & Development Services (360) 282-3173, (425) 328-0078 pickus@snohomishwa.gov
Snohomish Secondary Contacts:	Steve Schuller, City Administrator (360) 282-3194 schuller@snohomishwa.gov
Snohomish Billing Contacts	Julie Stoop, Accounting Technician (360) 282-3166 accountspayable@snohomishwa.gov

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when Snohomish is unable to conduct business.	2 hours	SCIT's assigned primary response contact will make contact within two (2) hours of receiving notification from either the Service Desk or Management. If contact is not made within 2 hours the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Priority Problem Response	Network is impaired, Snohomish is still able to conduct business, but no practical workaround exists.	3 Hours	SCIT's primary response contact will make contact with Snohomish's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Routine Response	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCIT's primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

7. **Payment for Services:** The County will invoice Snohomish for the Services per Section 6, Compensation, of the Interlocal Agreement (ILA). Snohomish will be billed in full for Services rendered up to and including the date the County receives Snohomish's cancellation or change request.
8. **Declined Equipment:** No equipment is provided by this WO. All equipment maintenance is the responsibility of Snohomish.
9. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCIT are outlined in Appendix A of this WO.
10. **Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications that remain within the ILA Contract Maximum will be made through the issuance of a new WO, which will take precedence over the original WO.
11. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this WO without the prior express written request and consent of each party.
12. **Notices:** Notices and other communications between Snohomish County and Snohomish where delivery is not otherwise specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. Snohomish shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing Snohomish with notice at the email address most recently provided to the County by Snohomish for use in providing notices pursuant to the ILA.

13. Responsibilities:

a. SCIT Responsibilities:

- i. Upon completion of the 2020, 2022 and 2024 EagleView regional aerial imagery acquisition projects and receipt of imagery by County, County will provide Snohomish with orthogonal imagery for Snohomish’s identified area of interest, which includes aerial imagery within the Snohomish city limits and additional surrounding area. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to Snohomish up to ten (10) EagleView CONNEXTE Explorer accounts based on staff names and emails provided by the City. In order to obtain the CONNEXTE Explorer accounts and the orthogonal imagery, Snohomish shall execute an Authorized Subdivision Agreement with EagleView in substantially the same form as Appendix B to Exhibit A, and submit the Subdivision Agreement to the County for processing. County will assign and activate the CONNEXTE Explorer accounts for Snohomish and provide orthogonal imagery upon receipt of a fully executed Authorized Subdivision Agreement between Snohomish and EagleView.

b. Snohomish Responsibilities:

- i. Provide to County a fully executed Subdivision Agreement between Snohomish and EagleView.

14. Scheduled Maintenance: Each Saturday between 12:00 am and 12:00 pm and Wednesday between 5:30 pm and 12:00 am PST are Snohomish County’s regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify Snohomish two (2) business days prior to the scheduled action.

15. Work Order Management: Unless otherwise indicated, all correspondence regarding this WO should be directed to:

Snohomish Primary Contact: Glen Pickus
City of Snohomish
P. O. Box 1589
Snohomish, WA 98291
(360) 282-3173, (425) 328-0078

SCIT Primary Contact: JD Braathen, Systems and Network Engineering
Supervisor
Snohomish County Dept. of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171

SCIT Primary Contact: GIS Support Services Ed Whitford, GIS & Data Supervisor
Snohomish County
Department of Information Technology

3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 262-2150

Signature Page Follows

By their signatures, County and Snohomish hereby acknowledge and accept the terms and conditions of this WO.

Approved

City of Snohomish

John T. Kartak

Signature

John T. Kartak

Print or Type Name

Mayor

July 13, 2021

Title *Date*

Approved

Snohomish County

Ken Klein
Ken Klein, Executive Director

Ken Klein
2021.08.26 14:07:26
-07'00'

Snohomish County Executive

Print or Type Name

Title *Date*

**Appendix A to Exhibit A
Work Order Services and Summary of Costs**

SCIT will provide the following Services at the prepaid support rate identified below.

Annual invoice for all Services shall be issued in November.

Note: Access during normal business hours will be covered under the Network Equipment Hosting service.

SCIT SERVICES AND RATES				
Service	2022 Annual Rate	Metric	2022 Annual Fee	2022 Monthly Rate
Imagery Data 3" AccuPlus (annual)	\$150/sq mile	11 sq miles	\$1,650.00	\$0
Imagery Data 9" AccuPlus (annual)	\$30/sq mile	0 sq miles	\$0	\$0
5% Imagery Administrative Fee	5% of total	\$1,650 x 0.05	\$82.50	\$0
GEOGRAPHIC INFORMATION SERVICES TOTAL			\$1,732.50	\$0

PER USE BILLABLE SUPPORT SERVICES

Service	2022 Annual Rate
GIS Analyst Direct Support	\$87.00/hour
Senior GIS Analyst Direct Support	\$95.00/hour

Support Services:

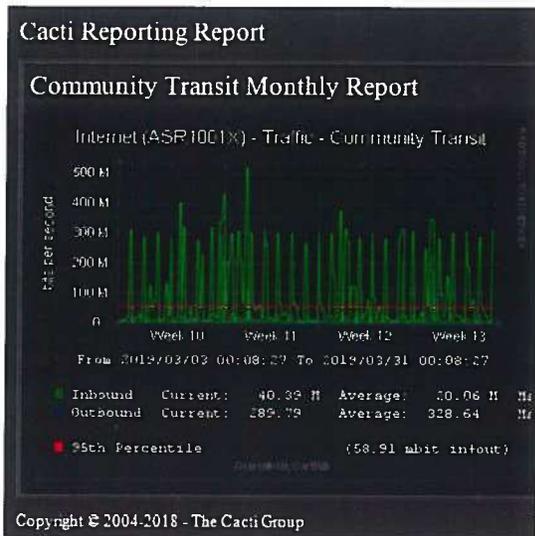
Each after-hours request to access the Data Center has an hourly fee of \$100, with a three-hour minimum charge. The hourly fee will be assessed for each major portion of an hour that access is needed, until the earlier of either 1) the incident resolution, or 2) resuming of County normal business hours. Once the after-hours access has exceeded twelve hours in duration, an additional \$200 flat fee will be assessed. After-hours access that exceeds 12 hours in duration will continue to incur a \$100 per hour fee.

Additional hardware and software requested by Snohomish may be acquired by the County under this Agreement, and the actual costs will be passed along to Snohomish on their monthly invoice following County payment for goods and/or services

Internet usage to be reviewed by SCIT and Snohomish will be billed on the 95th percentile.

Bandwidth data is measured from the customer's activated network interface port on SCIT internet colocation, gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95th percent) becomes the billable utilization for the month.

These graphs will be made available upon customer request. See example chart below:



Per the **SCIT** enterprise service model adopted by Snohomish County for all 2021 central IT services, the definition of the services are detailed in the IT Service catalog, located at the following website:

<https://www.snohomishcountywa.gov/DocumentCenter/View/50008/2020-Service-Catalog?bidId=>

Appendix B to Exhibit A
Authorized Subdivision User Agreement



Authorized Subdivision User Agreement

Authorized Subdivision Information: City of Snohomish
Name: Glen Pickus
Address: P.O. Box 1589, Snohomish, WA 98291
Email: pickus@snohomishwa.gov
Phone: 360-282-3173

Pictometry Licensed Projects:

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation, with offices at 25 Methodist hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision")

Whereas, Pictometry and Snohomish County, WA (the "County") entered into an agreement dated (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products, pursuant to the County Agreement.

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

- 1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access to and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid

certified or registered United States Mail, return receipt requested. Notice shall be deemed given when actually received or when delivered is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Signature: _____

Name: _____

Title: _____

Date: _____


Glen Pickus
Director of Planning & Dev. Services
July 13, 2021

Pictometry International Corp.

Signature: _____

Name: _____

Title: _____

Date: _____