



Pend Oreille County  
**Board of Commissioners**

John Gentle  
District #1

Robert Rosencrantz  
District #2

Brian Smiley  
District #3

Crystal Zieske  
Clerk of the Board

Phone: 509-447-4119  
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PO Box 5025  
Newport, WA 99156-5025

Email: [commissionersoffice@pendoreille.org](mailto:commissionersoffice@pendoreille.org)

The County Commissioners hold regular meetings at the county seat to transact business required or permitted by law (RCW 36.32.080) and are open to the public. If you require any reasonable accommodation to participate in the Commissioners' meeting, contact the Clerk of the Board 48 hours prior to the meeting.

**TENTATIVE AGENDA**

**MONDAY, APRIL 8, 2024**

- 9:00a.m. Call to Order-Members Present-Flag Salute-Invocation-Commissioner Reports-Consent Agenda: *Agenda, Minutes, Financial Report, Voucher Approval, Working File-Payroll Change Notices, Distribution Of 2023 PUD Privilege Taxes,*
- 10:30a.m. Economic Development Contract-*POVA*
- 11:00a.m. Veteran's Assistance Fund Discussion
- 11:30a.m. Lyndsie Halcro-*Capital Assets Policy*

***12:00 – 1:15 p.m. - Recess for Lunch***

- 1:30p.m. Executive Session-*RCW42.30.110(1)(g) Performance of Public Employees*
- 2:15p.m.
- 2:30p.m. Brenda Miller-*HR Update: Updated Job Descriptions: Counseling Services Business Manager and Compliance Coordinator; Wage Change and Advertise & Hire: Compliance Coordinator*
- 3:00p.m. Dolly Hunt-*Prosecutor's Update: Janssen Washington State-Wide Opioid Settlement Agreement*
- 3:30 p.m.
- 4:00p.m. Public Comment

**TUESDAY, APRIL 9, 2024**

- 9:00a.m.
- 9:15a.m. Craig Jackson-*Public Works Update: 2024 Gravel Road Stabilization-Mag Chloride Award and Contract-GMCO, Resolution to Transfer Vehicle between Departments, Advertise & Hire: Summer Temporary Road Maintenance Techs,*
- 10:30a.m.
- 11:00a.m. Employee Recognition Ceremony-*Dawn Taylor (20 Years of Service)*
- 11:30a.m.

**TUESDAY, APRIL 9, 2024 continued**

***12:00 – 1:15 p.m. - Recess for Lunch***

- 1:30p.m. Shane Flowers-*ITS Update: Eagleview Contract Amendment & MOA-Pictometry*
- 2:30p.m.
- 3:00p.m. Recess until Public Hearing
- 6:00p.m. Public Hearing-*POC EMS District, SPOFR Sacheen Lake Fire Station, 6131 Highway 211, Newport*

***One or more Commissioners may attend any of the following meetings/events (times and locations subject to change and need to be verified with that organization):***

**MONDAY, APRIL 8, 2024**

**TUESDAY, APRIL 9, 2024**

- 4:00p.m.-Family Crisis Network Board Meeting
- 6:00p.m.- Public Hearing-POC EMS District, SPOFR Sacheen Lake Fire Station
- 6:00p.m.-Metaline Falls Town Council

**WEDNESDAY, APRIL 10, 2024**

- 10:00a.m.-Hotel/Motel Tax Advisory Board, Metaline Town Hall
- 2:00p.m.-Weed Board, Weed Board Office
- 3:30p.m.-Mental Health/Chemical Dependency Advisory Committee, Counseling Services Office
- 7:00p.m.-Metaline Town Council

**THURSDAY, APRIL 11, 2024**

- 10:00a.m.-WCRP "A Supervisor's Roadmap to Employment Law Essentials" Training, Commissioners' Office
- 6:00p.m.-POC Republicans, Cusick Community Center (*subject to location change*)

**FRIDAY, APRIL 12, 2024**

Zoom Meeting Info:

<https://zoom.us/j/5094474119>;

Meeting ID: 509 447 4119 Or Dial

by your location: +1 301 715 8592 US

or +1 253 215 8782 US.

Meeting ID: 509 447 4119

**PEND OREILLE COUNTY COMMISSIONERS  
REQUEST FOR BOARD ACTION**

**SUBJECT: PUD Privilege Tax**

**SUBMITTED BY: Nicole Dice  
AGENDA: Consent 4/8/2024**

<b>DATE FINAL ACTION IS NEEDED:</b>  <b>APPROVAL NEEDED FOR COMMISSION Packet:</b>  ____ <b>Commissioner Chair</b> (initials)  ____ <b>Commissioner</b> (initials) ____ <b>Commissioner</b> (initials)  <b>FINAL ACTION TAKEN:</b> <input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Denied</b> <input type="checkbox"/> <b>No Action</b> <b>Commissioners' Minutes Reference:</b> _____	<b>ATTACHMENTS:</b>  R-2024-	<b>TYPE OF ACTION REQUESTED</b>  <input type="checkbox"/> <b>Ordinance</b> <input checked="" type="checkbox"/> <b>Resolution</b>  <input type="checkbox"/> <b>Agreement</b>  <input type="checkbox"/> <b>Motion</b>  <input type="checkbox"/> <b>Consensus</b>  <input type="checkbox"/> <b>Other</b>
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**RECOMMENDATION OR REQUEST:** Approve Resolution for the distribution of 2023 PUD Privilege Taxes.

PUD Privilege Tax in the amount of \$673,412.62 was distributed by the state to us on March 29, 2024. RCW 54.28.90 states that the county legislative authority must direct the county treasurer as to the distribution of the funds received.

I have attached a resolution, spreadsheet with notation, and a copy of the PUD electric usage for towns for your reference. We will distribute the monies per resolution.

**DISCUSSION:**

**ALTERNATIVES:**

**FISCAL IMPACT:**

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

**REVIEWED BY PROSECUTOR?** ☐ YES ☐ NO ☒ N/A **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☐ YES ☐ NO ☒ N/A

**REVIEWED BY FINANCIAL MANAGER?** ☐ YES ☐ NO ☐ N/A

\_\_\_\_\_**HR initials**

\_\_\_\_\_**Jill initials**



**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2024- \_\_\_\_\_**

**DISTRIBUTION OF 2023 PUD PRIVILEGE TAXES**

**WHEREAS**, the Board of Commissioners of Pend Oreille County pursuant to the provisions of the Revised Code of Washington (RCW) Section 54.28.90, shall direct the County Treasurer as to the disbursement of Public Utility District Privilege Taxes received from the State of Washington, and

**WHEREAS**, the Board of Commissioners, convened in regular session this date at their office in the County Courthouse at Newport, Washington, have given the matter thorough consideration.

**NOW, THEREFORE BE IT HEREBY RESOLVED** by the Board of Commissioners that the Pend Oreille County Treasurer be and is hereby authorized and directed to disburse said Public Utility District (PUD) No. 1 of Pend Oreille County Privilege Taxes for the year 2023 in the amount of **\$673,412.62** as follows:

From information furnished to the County by the District the incorporated cities and towns of Pend Oreille County shall receive the portion of the gross revenues obtained from the sale of electric energy within their boundaries:

Newport	\$28,536.11
Ione	\$5,780.62
Metaline Falls	\$3,671.63
Metaline	\$2,186.78
Cusick	\$2,065.29

**BE IT FURTHER RESOLVED**, that after the deductions from above, one hundred percent (100%) of the remaining Public Utility District Privilege taxes for 2023 shall be paid into the Pend Oreille County's Current Expense Fund.

Current Expense	\$631,172.19
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**ADOPTED** this \_\_\_\_\_ day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

\_\_\_\_\_  
Robert Rosencrantz, Chair

\_\_\_\_\_  
John Gentle, Vice-Chair

\_\_\_\_\_  
Brian Smiley, Member

ATTEST:

\_\_\_\_\_  
Crystal Zieske, Clerk of the Board





## Pend Oreille County Public Utility District

Administrative Offices - P.O. Box 190 • Newport, WA 99156 • (509) 447-3137 • FAX (509) 447-5824  
Box Canyon Hydro Project - P.O. Box 547 • Ione, WA 99139 • (509) 446-3137 • FAX (509) 447-6790

April 2, 2024

Pend Oreille County Courthouse  
Nicole Dice, Treasurer  
Post Office Box 5080  
Newport, Washington 99156

Dear Ms. Dice,

The sale of electric energy within the incorporated towns in Pend Oreille County, for the year 2023 is estimated to have been the following:

Newport	\$3,804,814
Ione	770,749
Metalline Falls	489,550
Metalline	291,570
Cusick	275,372
<u>Total</u>	<u>\$5,632,056</u>

The figure for Newport is the actual amount, all other sales figures are estimated based on population and Newport sales.

The District paid a total of \$1,120,899.02 in privilege taxes to the State of Washington for calendar year 2023.

If you have any questions, please do not hesitate to contact me at (509) 447-3137.

Sincerely,

A handwritten signature in blue ink that reads "Sarah Holderman".

Sarah Holderman  
Treasurer

PUD Privilege Distribution Calculation  
2023 for 2024 Distribution

	Electric Energy Sales per PUD #1	0.75% to Cities & Towns	Distribution	
Total PUD Privilege Tax			\$673,412.62	
Newport	\$3,804,814.00	0.75%	\$28,536.11	NEWP 33500.91
Ione	\$770,749.00	0.75%	\$5,780.62	IONE 33500.91
Metalline Falls	\$489,550.00	0.75%	\$3,671.63	M FALLS 33500.91
Metalline	\$291,570.00	0.75%	\$2,186.78	MET 33500.91
Cusick	\$275,372.00	0.75%	\$2,065.29	CUS 33500.91
<b>Balance to Current Expense</b>			<b>\$631,172.19</b>	COM 33500.91

The amounts for the cities and towns are computed at three-fourths of one percent of the gross revenues obtained by the district per RCW 54.28.090. The Board of Commissioners may choose to distribute more than the minimum. Historically three fourths of one percent has been the distribution amount.



# **Pend Oreille County Board of County Commissioners Meeting Human Resources Agenda**

**Meeting Date: Monday, April 8, 2024**

**Time: 2:30 pm**

## **ACTION ITEMS:**

Updated job description for Counseling Services Business Office Manager

Updated job description, wage range, and hire for Counseling Services Compliance Coordinator

## **PERSONNEL:**

Vacancy rate = 5.3%

Onboarding still improving

Talent development engagement

## **OTHER:**

Risk management training

Periodic required training, and encouraged training

Applicant tracking via OnBase

Infants in the Workplace Policy – draft to come next week

Conference this week - WCAA

**PEND OREILLE COUNTY COMMISSIONERS  
REQUEST FOR BOARD ACTION**

**SUBJECT:** Updated job description for Business Office Manager, Sr.

**SUBMITTED BY:** Brenda Miller

**AGENDA:** April 8, 2024

<b>DATE FINAL ACTION IS NEEDED:</b>  <b>APPROVAL NEEDED FOR COMMISSION Packet:</b>  _____ <b>Commissioner Chair</b> (initials)  _____ <b>Commissioner</b> (initials) _____ <b>Commissioner</b> (initials)  <b>FINAL ACTION TAKEN:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action  <b>Commissioners' Minutes Reference:</b> _____	<b>ATTACHMENTS:</b>  Business Office Manager, Sr. job description	<b>TYPE OF ACTION REQUESTED</b>  <input type="checkbox"/> Ordinance  <input type="checkbox"/> Resolution  <input type="checkbox"/> Agreement  <input checked="" type="checkbox"/> Motion  <input type="checkbox"/> Consensus  <input type="checkbox"/> Other
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**RECOMMENDATION OR REQUEST:** Approve updated job description for the Business Office Manager, Sr. in Counseling Services department.

**DISCUSSION:**

One change to this job description with no proposed change to wage range or current staff wages.

**ALTERNATIVES:**

**FISCAL IMPACT:**

- **SOURCE OF FUNDS:** current budget
- **AMOUNT BUDGETED:** \$ One FTE
- **AMOUNT NEEDED FOR PROJECT:** No extra \$ needed

**REVIEWED BY PROSECUTOR?** ☐ YES ☐ NO ☒ N/A **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☒ YES ☐ NO ☐ N/A

**REVIEWED BY FINANCIAL MANAGER?** ☐ YES ☐ NO ☐ N/A

\_\_\_\_\_ **HR initials**  
\_\_\_\_\_ **Jill initials**



# PEND OREILLE COUNTY POSITION DESCRIPTION

**JOB TITLE:** Business Office Manager, Sr.

**DEPARTMENT:** Counseling Services

**REPORTS TO:** Director of Counseling Services

**PAY GRADE:** Full-Time (37.5 hours / week); Exempt Position, Benefits Apply

**REPRESENTED:** Non-Represented

**BOCC APPROVED DATE:** \_\_\_\_\_

**JOB SUMMARY:** Responsible for the Department's overall financial business operations to include accounting, budgeting, auditing, and other related functions, to ensure financial integrity of the Department. Assures all programs are in fiscal compliance with applicable county, state, federal standards, and contracts. Works under direct supervision of the Director. Works cooperatively and effectively with the public and other employees.

**SUPERVISORY RESPONSIBILITIES:** Supervision of the Business Administrative Assistant, the Account Services Specialist, and the Receptionists. Mentoring, counseling, and conflict resolution are essential functions of this position. Acts as the Assistant Director in the absence of the Director.

## ESSENTIAL FUNCTIONS:

1. Monitor the Department's and all program budgets. Monitor billing and expenditures. Provide Revenue and Expense reports; prepare A-19 billings, track fund balances and other fiscal activity reports. Provide assistance to staff for contract and other financial documentation requirements.
2. Monitor all funding and grant sources. Prepare and/or submit required reporting activities. Ensure adequate internal audit controls and contract compliance with grants and contracts.
3. Coordinate and participate in contract reviews and negotiation activities.
4. Comply with Department and County Personnel Policies and Procedures; provide information to staff, as needed. Maintain and develop administrative department policy and procedures.
5. Provide effective presentations, executive-level correspondences and reports.
6. Regularly reconcile financial information (e.g., accounts payable/accounts receivable) with Auditor and Treasurer Department reports.
7. Ensure all activities related to purchasing, invoices, payroll, billing, deposit and inventory control are met.
8. Communicate effectively for presentations, executive-level correspondence and reports.
9. Provide supervision, scheduling and overall direction of work activities of administrative support personnel.
10. Oversee janitorial services.
11. Assist with the Department's electronic health and information technology system.
12. Security and privacy protection oversight.
13. Fraud and risk management oversight in conjunction with Clinical Director.
14. Maintain up to date understanding of administrative regulations relevant to the Department.
15. Regularly review economic and industry forecasting. Provide analysis and regular reports to Director, as to relevant system changes, future trends, Department needs for risk management and strategic positioning of resources.
16. Maintain basic office skill set competency and provide backup assistance in absence of supervised staff.
17. Promote positive public relations and customer service. Encourage cooperative relationships to foster constructive Department and County culture.
18. Use considerable judgment and initiative in the course of executing responsibilities.
19. Perform any other duties as requested by Department Director.

**KNOWLEDGE AND ABILITIES:**

1. Knowledge of business models, accounting, forecasting, and finance theories, technologies and strategies.
2. Knowledge of contract management and negotiation practices.
3. Training in supervisory and personnel management.
4. Knowledge in computer, spreadsheet, database, relational report writing software, electronic record systems.
5. Ability to research, abstract and draft databases and reports.
6. Knowledgeable of quality customer service practices and marketing strategies.
7. Ability to work independently and to handle multiple demands of this position.
8. Have good communication and working relationship skills.
9. Ability to exercise good judgment and maintain high level security and privacy practices.
10. Willingness to work with people of all diversity and respect their dignity at all times.

**EDUCATION AND EXPERIENCE:**

1. Either: (a) A Bachelor's degree in accounting, finance or business administration and at least two (2) years of related, direct field experience or, (b) a high school diploma or equivalent with at least five (5) years of fiscal management experience working with governmental and/or granting agencies.

**LICENSES AND OTHER REQUIREMENTS:**

1. Is not a State or Federal (OIG) excluded provider, in any capacity for the Medicare, Medicaid, and all Federal health care programs.
2. Must possess a valid driver's license.
3. Must successfully pass a background check and a driving record check.

**WORKING ENVIRONMENT / PHYSICAL ABILITIES:** Most duties are performed indoors. Traveling required throughout the county/state, in all seasons. May be exposed to individuals with hygiene difficulties, psychiatric disorders, drug and alcohol and other challenging behavioral problems. Hand-eye coordination and fine manipulation skills are necessary to operate computers and various office machines. Must be able to lift 50 pounds and touch type for lengthy times during the day. Employee may expect long periods of sitting, standing, and walking. Duties performed weekdays between the hours of 7:00am and 5:00 p.m. Extended hours may be expected for special projects.

**SIGNATURES**

This job description has been approved by:

Department Head Signature: \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Signature: \_\_\_\_\_ Date \_\_\_\_\_

*Employee signature below indicates the employee's understanding of the requirements, essential functions, and duties of the position. The statements herein are intended to describe the general nature and level of work performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, skills, and conditions required of personnel so classified. It does not constitute a contract, commitment or promise of any kind.*

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

**THIS POSITION DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT.**



# PEND OREILLE COUNTY COMMISSIONERS

## REQUEST FOR BOARD ACTION

**SUBJECT:** Advertise and hire Compliance Coordinator

**SUBMITTED BY:** Kris Martin

**AGENDA:** April 8, 2024

<b>DATE FINAL ACTION IS NEEDED:</b>	<b>ATTACHMENTS:</b>	<b>TYPE OF ACTION REQUESTED</b>
<b>APPROVAL NEEDED FOR COMMISSION Packet:</b>	Compliance Coordinator job description	<input type="checkbox"/> Ordinance
____ Commissioner Chair (initials)		<input type="checkbox"/> Resolution
____ Commissioner (initials)		<input type="checkbox"/> Agreement
____ Commissioner (initials)		<input checked="" type="checkbox"/> Motion
<b>FINAL ACTION TAKEN:</b>		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
<b>Commissioners' Minutes Reference:</b>		

**RECOMMENDATION OR REQUEST:** Approve updated job description, updated wage range, and request to advertise and hire Compliance Coordinator at Steps 1-3.

Proposed wage range:

Step 1	Step 2	Step 3	Step 4	Step 5
4,834.46	5,123.47	5,430.21	5,758.51	6,105.80

### DISCUSSION:

- The Compliance Coordinator position will be vacated 04-10-2024. The Compliance Coordinator role is a vital, integral component of the Counseling Services team. This position will be advertised internally and externally simultaneously.
- We do not recommend waiting for this hire since the current Administrative Assistant and RNP Supervisor have enough workload and added duties are making it difficult to complete work on time.
- Due to changes in the job responsibilities we are recommending a new commensurate wage range.

Current wage range:

Step 1	Step 2	Step 3	Step 4	Step 5
5,268.97	5,585.10	5,920.21	6,275.42	6,651.95

**ALTERNATIVES:** Wait for new Director and require current staff to continue with too much workload.

### FISCAL IMPACT:

- SOURCE OF FUNDS:** Spokane County BH/ASO Contract
- AMOUNT BUDGETED:** \$ One FTE
- AMOUNT NEEDED FOR PROJECT:** \$

**REVIEWED BY PROSECUTOR?** ☐ YES ☐ NO ☒ N/A **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☒ YES ☐ NO ☐ N/A

BLM

**HR initials**

REVIEWED BY FINANCIAL MANAGER? ☐YES ☐NO ☐N/A j& Jill initials

After reviewing with HR and rescoring and comparing with Public Records Officer this is very reasonable

Revised 12.27.2023

# PEND OREILLE COUNTY POSITION DESCRIPTION

**JOB TITLE:** Compliance Coordinator

**DEPARTMENT:** Counseling Services

**REPORTS TO:** Director of Counseling Services

**PAY GRADE:** Full-Time (37.5 hours / week); Non-Exempt Position, Benefits Apply

**REPRESENTED:** Non-Represented

**BOCC APPROVED DATE:** \_\_\_\_\_

**JOB SUMMARY:** Manages compliance activities in conformance with federal, state, and local regulatory requirements. Work involves risk assessment, audit activities, records management, training, contract reviews, policy development, and monitoring duties. Works cooperatively and effectively with the public and other employees.

**SUPERVISORY RESPONSIBILITIES:** None

## **ESSENTIAL FUNCTIONS:**

1. Ensures all department's compliance requirements are met to include but not limited to monthly exclusion reports, employee background checks, accreditation, and clinical credentialing/licensure compliance.
2. Responsible for processing all department records requests and subpoenas.
3. Maintains current knowledge of applicable federal and state laws. Reports on regulatory changes and ensures organizational adaptation to ensure compliance.
4. Reviews and provides legislative analysis, regulation, policy and procedure interpretation; prepares meaningful written reports and recommendations on a variety of Compliance issues.
5. Performs internal monitoring to include identifying potential areas of compliance vulnerability and risk; develops/implements corrective action plans for resolution of problematic issues and provides general guidance on how to avoid or deal with similar situations in the future.
6. Provides reports and recommendations on a regular basis, and as directed or requested, to keep the Director and management team informed of the operation and progress of compliance efforts.
7. Serves in investigations and queries as the principal point of contact.
8. Serves as the department's designated Privacy Officer.
9. Works directly with the Pend Oreille Count Prosecutor's office on various matters.
10. Provides external audit support, to include preparation of reports or documentation to external auditing agencies.
11. Responsible for implementing, managing, and enforcing information privacy directives for the department, in coordination with his/her immediate supervisor, and the department's designated oversight committee.
12. Performs ongoing compliance monitoring, annual (at minimum) risk assessment and audit activities to ensure that information and process systems are adequately protected.
13. Maintains a mechanism to both track and manage access to protected health information, within purview of the department and as required by law to allow qualified individuals to review said records.
14. Administers a process for receiving, documenting, tracking, investigating, and taking action on all complaints concerning the department's privacy policies and procedures.
15. Oversees and advises staff, volunteers, contractors, alliances, business associates, and other appropriate third parties regarding compliance with any aspect of release of protected health information,
16. Provides privacy and compliance trainings on a regular basis, to include initial training and orientation.
17. Trains with and performs the duties of other positions within the department on an as needed basis.
18. Develops and implements procedures, guidelines and controls for storage, retrieval, tracking and filing of active and inactive records.
19. Oversees removal and destruction of confidential department records as directed to comply with state and federal regulations.
20. Uses considerable judgment and initiative in the course of executing responsibilities.

21. Performs other duties as requested by the Director or designee.

**KNOWLEDGE AND ABILITIES:**

1. Familiarity with the field's concepts, standards, practices, and legislation for the protection of health information and patient privacy; strong understanding of HIPAA and HITECH.
2. Must possess a high degree of integrity, sound judgment and maturity along with the ability to work independently.
3. Capable of maintaining the strictest degree of confidentiality and professionalism, especially during conflict management.
4. Demonstrated skills in verbal communication with excellent documentation skills.
5. Demonstrated skills in collaboration, teamwork, and problem-solving to achieve goals.
6. Ability to analyze data, weigh risks and implement appropriate compliance measures.
7. Demonstrated organization, facilitation, and presentation skills.

**EDUCATION AND EXPERIENCE:**

1. Three years' experience in compliance or related field required.
2. Bachelor's degree in an administrative or health related field preferred.
3. Three years' experience working in a healthcare organization preferred.

**LICENSES AND OTHER REQUIREMENTS:**

1. Is not a State or Federal (OIG) excluded provider, in any capacity for the Medicare, Medicaid, and all Federal health care programs.
2. Must possess a valid driver's license.
3. Must successfully pass a background check and a driving record check.

**WORKING ENVIRONMENT / PHYSICAL ABILITIES:** Office work environment. This position may require working directly with clients experiencing serious mental health, drug and alcohol problems, and developmental and physical disabilities. Position may include possible exposure to poor hygiene, inappropriate or volatile behaviors and/or contagious diseases, such as hepatitis. Expect periods of sitting and standing. This position requires good communication skills and handling of client charts, up to 30 pounds. Regular and punctual attendance is required.

**SIGNATURES**

This job description has been approved by:

Department Head Signature: \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Signature: \_\_\_\_\_ Date \_\_\_\_\_

*Employee signature below indicates the employee's understanding of the requirements, essential functions, and duties of the position. The statements herein are intended to describe the general nature and level of work performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, skills, and conditions required of personnel so classified. It does not constitute a contract, commitment or promise of any kind.*

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

**THIS POSITION DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT.**

# **Pend Oreille County Board of County Commissioners Meeting**

**April 9, 2024 (Tuesday)**

**Time 9:15 AM to 10:30 AM**

## **Public Works Hearing Items:**

### **Public Works Action Items:**

Head Sheet for 2024 Grav Rd Stab Mag Award

Head Sheet and Resolution for Gravel Rd Stability Mag and sign contract

Head Sheet and Resolution Transfer Vehicle between Departments

Head Sheet Summer Temporary Road Maint Techs

### **Public Works Discussion Items:**

### **Engineering and Construction:**

### **Maintenance:**

Slumping Hillside Riverside Road (Funding)

Maintenance Road Imperfections: Potholes and Tree Hazards

### **ER&R:**

### **Buildings and Grounds:**

A Haven for Healing: Crafting a Sanctuary for Conversations Amidst Smoke

### **Solid Waste:**

Discussion of End of Legislative session

### **Personnel:**

### **Risk Management:**

Legislative Update; Risk Pool Discussions

### **Park and Recreation:**

Timber Sale Discussion

### **General Discussion Topics**

The Machines

# PEND OREILLE COUNTY COMMISSIONERS

## REQUEST FOR BOARD ACTION

**SUBJECT:** 2024 Gravel Road Stabilization Award-GMCO Corporation

**SUBMITTED BY:** Mike Kirkwood

**AGENDA:** 4/9/2024 PW Update

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input checked="" type="checkbox"/> Motion
<b>FINAL ACTION TAKEN:</b>		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
<b>Commissioners' Minutes</b>		
<b>Reference:</b> _____		

**RECOMMENDATION OR REQUEST:** Award the 2024 Gravel Road Stabilization-Mag Chloride Project to GMCO Corporation for \$206.04 per ton, totaling \$82,416.00.

**DISCUSSION:** GMCO Corporation is a responsible contractor and meets all criteria. The price quoted was \$206.04 per ton applied, and the final invoice amount may be less than the contracted final amount. This was a MRSC Roster call, GMCO was the sole responder.

**ALTERNATIVES:**

**FISCAL IMPACT: \$**

- **SOURCE OF FUNDS:** Road
- **AMOUNT BUDGETED:** \$76,930
- **AMOUNT NEEDED FOR PROJECT:** Up to \$82,416.00 (quantity to be reduced to match budget)

**REVIEWED BY PROSECUTOR?** ☐ YES ☐ NO ☐ N/A **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☐ YES ☐ NO ☐ N/A

**REVIEWED BY FINANCIAL MANAGER?** ☐ YES ☐ NO ☐ N/A

\_\_\_\_\_ HR initials

\_\_\_\_\_ Jill initials



**PEND OREILLE COUNTY COMMISSIONERS  
REQUEST FOR BOARD ACTION**

**SUBJECT:** Resolution for Signature-2024 Gravel Road Stabilization-Mag Chloride  
**SUBMITTED BY:** Mike Kirkwood  
**AGENDA:** 4/9/2024 PW Update

<b>DATE FINAL ACTION IS NEEDED:</b>  <b>APPROVAL NEEDED FOR COMMISSION Packet:</b>  _____ <b>Commissioner Chair</b> (initials)  _____ <b>Commissioner</b> (initials) _____ <b>Commissioner</b> (initials)  <b>FINAL ACTION TAKEN:</b> <input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Denied</b> <input type="checkbox"/> <b>No Action</b> <b>Commissioners' Minutes Reference:</b> _____	<b>ATTACHMENTS:</b>  Resolution #2024-_____  Signed Agreement GMCO	<b>TYPE OF ACTION REQUESTED</b>  <input type="checkbox"/> <b>Ordinance</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Agreement</b> <input type="checkbox"/> <b>Motion</b> <input type="checkbox"/> <b>Consensus</b> <input type="checkbox"/> <b>Other</b>
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**RECOMMENDATION OR REQUEST:** Approve Resolution for the 2024 Gravel Road Stabilization-Mag Chloride project with GMCO Corporation in the amount of \$206.04 per ton, not to exceed \$76,930.00.

**DISCUSSION:** Project was awarded to GMCO Corporation who is a responsible contractor and meets all criteria. Price quoted was \$206.04 per ton applied. The NTE price is the 2024 budget line item.

**ALTERNATIVES:**

**FISCAL IMPACT: \$**

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

**REVIEWED BY PROSECUTOR?** ☒ **YES** ☐ **NO** ☐ **N/A** **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☐ **YES** ☐ **NO** ☒ **N/A**

**REVIEWED BY FINANCIAL MANAGER?** ☐ **YES** ☐ **NO** ☐ **N/A**

\_\_\_\_\_  
\_\_\_\_\_  
**HR initials**  
**Jill initials**

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2024- \_\_\_\_\_**

**APPROVAL OF THE CONTRACT FOR THE 2024 GRAVEL ROAD STABILIZATION-  
MAG CHLORIDE PROJECT-GMCO CORPORATION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

**WHEREAS**, the Public Works Director solicited quotations from MRSC Roster Contractors for the 2024 Gravel Road Stabilization-Mag Chloride Project, which was an approved line item for the Road Department's 2024 Budget; and

**WHEREAS**, the Board of County Commissioners awarded the contract to GMCO Corporation; and

**WHEREAS**, the County Public Works Department recommends the approval of the contract for the 2024 Gravel Road Stabilization-Mag Chloride Project with GMCO Corporation; and

**WHEREAS**, the Board of County Commissioners approves the project at an amount not to exceed \$76,930.00; and

**WHEREAS**, the Board believes that the best interest of the public will be served by entering into the contact with GMCO Corporation.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the 2024 Gravel Road Stabilization-Mag Chloride Project-GMCO Corporation Contract, which is attached hereto and incorporated herein, be established and adopted.

**BE IT FURTHER RESOLVED**, by the Pend Oreille County Board of Commissioners, that the 2024 Gravel Road Stabilization-Mag Chloride Project-GMCO Corporation Contract is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

\_\_\_\_\_  
Robert Rosencrantz, Chair

\_\_\_\_\_  
John Gentle, Vice-Chair

\_\_\_\_\_  
Brian Smiley, Member

ATTEST:

\_\_\_\_\_  
Crystal Zieske, Clerk of the Board



## 2024 GRAVEL ROAD STABILIZATION- MAG CHLORIDE

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and GCMCO Corporation, (hereafter "Contractor"). County and Contractor may be referred to herein individually as "Party" and collectively as "Parties."

### WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. **SCOPE OF WORK.** The Contractor agrees to supply materials, equipment and do all work described in the twenty-page quotation package titled "2024 Gravel Road Stabilization-Mag Chloride" for the County (dated March 8, 2024) together with its one-page quote form opened on March 22, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Contractor further agrees to furnish all tools, materials, and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. **CONTRACTOR INSPECTION.** Contractor warrants to County that it had an opportunity to fully inquire about the project roads to be treated pursuant to this Agreement. Contractor further warrants to County that it enters into this Agreement based solely upon their own judgment, formed after their own examination. Finally, Contractor warrants it enters into this Agreement without any reliance upon the approximate tonnages shown, width estimates provided, pre-bid documentation, or any other representations by County.
- III. **LIMITATION ON DAMAGE.** In the event County breaches this Agreement, Contractor agrees its exclusive remedy is the return of its Performance Bond and Contractor's demonstrated reasonable expenditures for materials purchased and work completed. The Contractor agrees not to hold County liable for any other damages, whether direct, incidental, or consequential.

**IV. AGREEMENT COMPLETE.** The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.

**V. CONTRACTOR'S REQUIRED ITEMS.** The Contractor shall provide the following required items prior to a Notice to Proceed being issued:

- a. Current W9
- b. Certificates of Insurance- To the requirements of Request for Quotes- Section VI.
- c. Performance Bond-To the requirements of Request for Quotes- Section IV-Paragraph 41.
- d. Intent to Pay Prevailing Wages- To the requirements of Request for Quotes- Section IV-Paragraph 43.

**VI.** The awarded contract Quote prices as shown below:

ITEM	UNIT	PRICE
Magnesium Chloride Liquid, Including Haul & Application	Ton	\$206.04

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IN WITNESS WHEREOF, The said Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**CONTRACTOR**

Jeremy Henderson, President  
Authorized Agent (Print Name)

  
Signature

604 540 279  
UBI No.

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

Attest:

Crystal Zieske, Clerk of the Board



**PEND OREILLE COUNTY COMMISSIONERS  
REQUEST FOR BOARD ACTION**

**SUBJECT:** Request to transfer 2005 Chevy K1500 from the Noxious Weed Board to Park & Recreation  
**SUBMITTED BY:** Brian Egland  
**AGENDA:** 4/9/2024

<b>DATE FINAL ACTION IS NEEDED:</b>	<b>ATTACHMENTS:</b>  R-2024-	<b>TYPE OF ACTION REQUESTED</b>
<b>APPROVAL NEEDED FOR COMMISSION Packet:</b>		<input type="checkbox"/> Ordinance
_____ <b>Commissioner Chair</b> (initials)		<input type="checkbox"/> Resolution
_____ <b>Commissioner</b> (initials)		<input type="checkbox"/> Agreement
_____ <b>Commissioner</b> (initials)		<input type="checkbox"/> Motion
<b>FINAL ACTION TAKEN:</b>		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
<b>Commissioners' Minutes</b>		
<b>Reference:</b> _____		

**RECOMMENDATION OR REQUEST:** Approve the transfer of a 2005 Chevy K1500, Vin # 1GCEK14V25Z305059, which was declared surplus on April 2, 2024 by Resolution 2024-059, from Noxious Weed Board to the Parks and Recreation Department for \$4,000.00, not including sales tax.

The 2005 Chevy K1500 was declared surplus on April 2, 2024, Resolution 2024-059.

**DISCUSSION:** The 2005 Chevy K1500 Vin # 1GCEK14V25Z305059 has been replaced with a 2011 F350 4x4. The Parks and Recreation Department has shown interest in purchasing it from the ER&R Fixed Asset System.

**ALTERNATIVES:**

**FISCAL IMPACT:**

- **SOURCE OF FUNDS:** Parks and Recreation.
- **AMOUNT BUDGETED:** \$4,000.00
- **AMOUNT NEEDED FOR PROJECT:**

**REVIEWED BY PROSECUTOR?** ☐ YES ☐ NO ☒ N/A **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☐ YES ☒ NO ☐ N/A

**REVIEWED BY FINANCIAL MANAGER?** ☐ YES ☐ NO ☐ N/A

\_\_\_\_\_ **HR initials**

\_\_\_\_\_ **Jill initials**

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2024- \_\_\_\_\_**

ESTABLISH FAIR MARKET VALUE AND AUTHORIZE DIRECT SALE TO THE  
PEND OREILLE COUNTY PARKS AND RECREATION DEPARTMENT-  
2005 CHEVY K1500 4x4

**WHEREAS**, RCW 36.33A authorizes the Board of Commissioners to use its discretion to use or not ER&R to manage vehicles assigned to departments other than the Pend Oreille County Road Department; and

**WHEREAS**, the Board may use its discretion to determine the proper disposition of current unneeded assets of the County; and

**WHEREAS**, (MP25) a 2005 Chevy 4x4, Vin # 1GCEK14V25Z305059, was declared surplus by the board, and directed disposal by online auction or other means on April 2, 2024, Resolution # 2024-059; and

**WHEREAS**, the Pend Oreille County Parks and Recreation Department has expressed the desire to purchase the 2005 Chevy K1500 4x4; and

**WHEREAS**, the Pend Oreille County Fleet Manager has determined a fair market value using Kelly Blue Book and Edmunds Appraisal for the 2005 Chevy K1500 4x4 at \$4,000.00, not including sales tax.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners to direct the Fleet Manager to reassign the 2005 Chevy K1500 4x4, Vin # 1GCEK14V25Z305059, by direct sale to the Parks and Recreation Department.

**BE IT FURTHER RESOLVED**, by the Pend Oreille County Board of Commissioners, that the sale of the 2005 Chevy K1500 4x4, Vin # 1GCEK14V25Z305059, between the Pend Oreille County Noxious Weed Board and Parks and Recreation for \$4,000.00 is approved and sold as is.

**BE IT FURTHER RESOLVED**, that the 2005 Chevy K1500 4x4, Vin # 1GCEK14V25Z305059, shall no longer be in the ER&R fixed asset inventory system.

(executed page with signatures is attached)

**PEND OREILLE COUNTY COMMISSIONERS  
REQUEST FOR BOARD ACTION**

**SUBJECT: Request to Advertise and Hire 5 Summer Temporary Road Maintenance Technicians**

**SUBMITTED BY: Christy Parry**

**AGENDA: 4/9/2024 Public Works Update**

<b>DATE FINAL ACTION IS NEEDED: 4/9/2024</b>	<b>ATTACHMENTS:</b>	<b>TYPE OF ACTION REQUESTED</b>
<b>APPROVAL NEEDED FOR COMMISSION Packet:</b>		<input type="checkbox"/> Ordinance  <input type="checkbox"/> Resolution  <input type="checkbox"/> Agreement  <input checked="" type="checkbox"/> Motion  <input type="checkbox"/> Consensus  <input type="checkbox"/> Other
_____ <b>Commissioner Chair</b> (initials)		
_____ <b>Commissioner</b> (initials)		
_____ <b>Commissioner</b> (initials)		
<b>FINAL ACTION TAKEN:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action		
<b>Commissioners' Minutes Reference:</b> _____		

**RECOMMENDATION OR REQUEST:** Approve the Road Department's request to advertise and hire five Summer Temporary Road Technicians.

**DISCUSSION:** The County Road Department would use the 5 positions to help with summer Road projects.

**ALTERNATIVES:**

**FISCAL IMPACT:**

- **SOURCE OF FUNDS:** Roads
- **AMOUNT BUDGETED:** \$56,580.
- **AMOUNT NEEDED FOR PROJECT:**

<b>REVIEWED BY PROSECUTOR?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	<b>Comments:</b>
<b>REVIEWED BY HUMAN RESOURCES?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	_____ <b>HR initials</b>
<b>REVIEWED BY FINANCIAL MANAGER?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	_____ <b>Jill initials</b>

**Pend Oreille County Board of County Commissioners**

**ITS Meeting Agenda**

**Tuesday, April 9, 2023**

**Time: 1:30 P.M.**

**PRR**

5 minutes

- Status Report

**GIS Updates**

25 minutes

- EagleView (Pictometry) Contract/MOA
- Weed Board – new workflow for data collection
- Public Works
- Rural Broadband - address updates

**ITS Update**

20 minutes

- Domain .gov request
- Zoom Accounts
- SLGCP
- Federal Grand Jury Summons

**Open Discussion**

5 minutes

# PEND OREILLE COUNTY COMMISSIONERS

## REQUEST FOR BOARD ACTION

**SUBJECT:** EagleView Contract Amendment & MOA

**SUBMITTED BY:** Shane Flowers

**AGENDA:** 4/9/24

<b>DATE FINAL ACTION IS NEEDED:</b> 4/9/24	<b>ATTACHMENTS:</b>  R-2024-	<b>TYPE OF ACTION REQUESTED</b>
<b>APPROVAL NEEDED FOR COMMISSION Packet:</b>		<input type="checkbox"/> Ordinance
_____ <b>Commissioner Chair</b> (initials)		<input checked="" type="checkbox"/> Resolution
_____ <b>Commissioner</b> (initials)		<input type="checkbox"/> Agreement
_____ <b>Commissioner</b> (initials)		<input type="checkbox"/> Motion
<b>FINAL ACTION TAKEN:</b>		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
<b>Commissioners' Minutes</b>		
<b>Reference:</b> _____		

**RECOMMENDATION OR REQUEST:** Sign resolution, contract amendment between EagleView (Pictometry) and POC, and MOA between Seattle City Light, POPUD, Kalispel Tribe and POC.

**DISCUSSION:** In 2015 Pend Oreille County entered into a non-binding 3 project agreement with PICTOMETRY INTERNATIONAL Corp. ("Pictometry"), now called EagleView. The 2024 updated imagery capture is the third project under that agreement and will allow each entity to visually discern changes to the landscape over time when compared to past imagery captures, to digitize information from the photography into a GIS or related system and/or use the imagery to enhance their analytical and decision making processes.

**ALTERNATIVES:** Not sign contract and continue to use old imagery.

**FISCAL IMPACT:** County has budgeted for and allocated grant funds totaling \$10,000 for the POC portion of the project. The remainder of the project cost will be paid for by contributions from project partners.

**SOURCE OF FUNDS:** IT Budget, 911 Grant Money, Partners

- **AMOUNT BUDGETED:** \$30,433
- **AMOUNT NEEDED FOR PROJECT:** \$27,613.60 (\$10,000 from 911 Grant and \$17,613.60 from ITS budget)

**REVIEWED BY PROSECUTOR?** ☒ YES ☐ NO ☐ N/A **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☐ YES ☐ NO ☒ N/A

**REVIEWED BY FINANCIAL MANAGER?** ☒ YES ☐ NO ☐ N/A

\_\_\_\_\_ **HR initials**  
\_\_\_\_\_ **J& Jill initials**

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2024- \_\_\_\_\_**

**EAGLEVIEW CONTRACT AMENDMENT & MEMORANDUM OF AGREEMENT  
(AMENDING C-2015-22)**

**WHEREAS**, Pend Oreille County, Pend Oreille Public Utility District, Seattle City Light, and Kalispel Tribe are entering into a memorandum of agreement.

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business, and

**WHEREAS**, the Board believes that the best interest of the public will be served by accepting said contract amendment with EagleView Technologies, Inc.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the memorandum of agreement between Pend Oreille Public Utility District, Seattle City Light, Kalispel Tribe, and Pend Oreille County, and the contract amendment between EagleView Technologies, Inc. and Pend Oreille County, which is attached hereto and incorporated herein, be established and adopted.

**BE IT FURTHER RESOLVED**, by the Pend Oreille County Board of Commissioners, that the memorandum of agreement and contract amendment, is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

\_\_\_\_\_  
Robert Rosencrantz, Chair

\_\_\_\_\_  
John Gentle, Vice-Chair

\_\_\_\_\_  
Brian Smiley, Member

ATTEST:

\_\_\_\_\_  
Crystal Zieske, Clerk of the Board



## **AGREEMENT**

THIS AGREEMENT is between Pend Oreille County, ("County"), Seattle City Light, ("City"), Pend Oreille County Public Utility District ("PUD"), and the Kalispel Tribe of Indians ("Kalispel") (individually a "PARTY" and collectively the "PARTIES").

1. **INTENT:** In 2015 Pend Oreille County signed a three (3) flight agreement with PICTOMETRY INTERNATIONAL Corp. ("Pictometry") which is hereby incorporated by reference and attached as Exhibit A ("2015 Agreement"). The COUNTY intends to amend the 2015 Agreement to update the product description, prices, and payment terms of the "THIRD PROJECT" as further described in the Amendment of the Agreement Between Pictometry International Corp. and Pend Oreille County, WA Dated August 27, 2015, which is hereby incorporated by reference and attached as Exhibit B ("2024 Amendment"). This agreement sets forth the COUNTY'S intent to allow a PARTY access to the Delivered Content and Online Services as an Authorized User and the respective PARTY's cost share of the 2024 Amendment for such access.
2. **PURPOSE:** Sharing the Delivered Content and Online Services COUNTY receives pursuant to the 2024 Amendment will allow each PARTY to visually discern changes to the landscape over time when compared to past imagery captures, to digitize information from the photography into a GIS or related system and/or use the imagery to enhance their analytical and decision making processes without duplicating another PARTY's efforts to obtain the same content while also sharing the cost savings that results from the PARTIES' efficiency.
3. **TERM:** This agreement is for the funding of the 2024 imagery capture only. The aerial imagery captures are defined in the "AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL Corp. ("Pictometry") AND PEND OREILLE COUNTY, WA ("Customer")" contract document which is hereby incorporated by reference and attached as Exhibit B.
  - a. 2024 imagery capture will be referred to as the "THIRD PROJECT."

This Agreement does not bind the parties to fund or participate in any additional imagery captures. Should the parties wish to be included in a future imagery capture project, a new agreement will be executed by the PARTIES.
4. **COUNTY RESPONSIBILITIES:** The COUNTY shall provide Pictometry Credentials to access Online Services and a portable USB hard drive containing all the Delivered Content to the PARTIES and administer the agreement with Pictometry to allow a PARTY access to the products described in the 2024 Amendment.
5. **PARTY RESPONSIBILITIES:** The PARTIES acknowledge that the Delivered Content and Online Services are governed by a license agreement between COUNTY and Pictometry. They agree that they reviewed the 2015 Agreement and 2024 Amendment and determined the respective PARTY is an Authorized Subdivision and eligible to receive the

Delivered Content and Online Services pursuant to the Agreement and Amendment. The PARTIES further agree to abide by the terms of the Agreement and Amendment.

Each party shall review the Agreement and Amendment executed between Pictometry and Pend Oreille County for details regarding the terms and conditions of use of the delivered content and Online Services that will apply to each user.

6. **PAYMENT AND PAYMENT TERMS:** The Parties agree to each pay the following amounts, which includes applicable sales tax, to support their use of the Delivered Content and Online Services contemplated by the 2024 Amendment only:

- a. Seattle City Light will contribute \$31,784.40;
- b. Pend Oreille County will contribute \$27,613.60;
- c. The Pend Oreille County PUD will contribute \$4,000.00; and
- d. The Kalispel Tribe of Indians will contribute \$4,000.00.

Payment by all the above listed parties shall be made to PEND OREILLE COUNTY in the amount provided above within thirty (30) days of receipt of the product from Pend Oreille County.

7. **TERMINATION:** This Agreement shall terminate automatically upon Pictometry's termination of the County's perpetual license to use the Delivered Content or access to Pictometry's Online Services. The County shall provide notice to the other Parties within five (5) days of the termination. Upon receipt of the termination notice, all Parties agree to immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

8. **NOTICE:** All notices or other communications given hereunder shall be in writing and shall be deemed to have duly given if delivered personally, or sent by certified mail, return receipt requested, to the addresses as follows:

PEND OREILLE COUNTY  
P.O. Box 5095  
Newport, WA 99156

SEATTLE CITY LIGHT  
700 5th Ave, Suite 3316  
Seattle, WA 98104

KALISPEL TRIBE OF INDIANS  
P.O. Box 39  
Usk, WA 99180

PEND OREILLE PUD  
PO Box 190/130 N Washington  
Newport, WA 99156

PICTOMETRY NOTICE ADDRESS  
100 Town Centre Drive, Ste A  
Rochester, NY 14623

9. **PROGRAM AND ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement or any addendum. The Parties shall jointly administer this agreement through the Parties' authorized representative, or their designee. The Parties authorized representatives are:

County

Name: **Josh Shelton**

Title: **GIS Manager**

Contact Information: **(509) 447-6481 | jshelton@pendoreille.org**

City

Name: **Kathryn Mork**

Title: **GIS Analyst/License Compliance Analyst**

Contact Information: **(206) 684-3526 | kathryn.mork@seattle.gov**

PUD

Name: **Bob Pebles**

Title: **IT Manager/CIP Senior Manager**

Contact Information: **(509) 447-6372 | bpebles@popud.org**

Kalispel

Name: **Jim Lemieux**

Title: **GIS Administrator**

Contact Information: **(509) 447-7457 | jlemieux@kalispeltribe.com**

10. **GOVERNING LAW; VENUE:** This agreement is governed by the laws of the State of Washington. The venue of any action arising out of this agreement is the Superior Court of the State of Washington, in and for Pend Oreille County.
11. **CONFIDENTIAL AND PROPRIETARY INFORMATION:** A PARTY bound by the Public Records Act, Chapter 45.26 RCW shall process requests for public information as follows: In the event one PARTY receives a public records request for records clearly belonging to the other PARTY or Pictometry, within five days of receiving such a request and prior to providing any materials to the requestor, the PARTY receiving the request shall notify the other PARTIES and/or Pictometry of such request for records. Each PARTY shall make attempts to provide the other PARTY or Pictometry with adequate time to seek a protective order under applicable law. In the event a PARTY or Pictometry does not seek a protective order within fourteen days of receiving a request, any records requested, except those records that are exempt from disclosure based upon some other provision of law, may be released by a PARTY.
12. **DATA LIMITATIONS:** The COUNTY makes no warranty, expressed or implied, concerning Pictometry's products, content, accuracy, currency or completeness, or concerning the results obtained from queries or use of the data. All Pictometry products are expressly provided as is and with all faults. The COUNTY makes no warranty of fitness for a particular purpose, and no representation as to the quality of any Pictometry products.

13. **NO COUNTY LIABILITY:** The COUNTY, its elected or appointed officers, employees or agents shall not be liable to a PARTY for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing data or the use of it. The PARTIES shall have no remedy at law or equity against the COUNTY in case the data provided is inaccurate, incomplete or otherwise defective in any way. The PARTIES' only remedies arise out of COUNTY'S failure to pass through access to the Delivered Content or Online Services, and a PARTY's recovery arising out of said occurrence is limited to the amounts of the PARTY's contribution to COUNTY as specified in this agreement. COUNTY is supplying information from Pictometry in good faith and the PARTIES agree to hold COUNTY, its elected or appointed officers, employees or agents harmless for any liability incurred as a result of using Pictometry products under this agreement.
14. **INDEMNIFICATION BY PARTY:** Each PARTY agrees to defend, indemnify and hold harmless COUNTY, its elected or appointed officers, employees or agents from any and all claims, judgments, settlements, attorney's fees or any costs by reason of any and all claims and demands made against COUNTY, its elected or appointed officials, or employees, for all damages or loss sustained by any person or persons including third parties, unless such loss or damage is due to the sole gross negligence of COUNTY, its elected or appointed officers, employees or agents. It is further provided that no liability shall attach to the COUNTY by reason of entering into this contract, except as expressly provided herein.
15. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the PARTIES hereto.
16. **AUTHORITY:** Each signatory to this agreement represents that he or she has full and sufficient authority to execute this agreement and that upon execution of this agreement it shall constitute a binding obligation of each PARTY.
17. **ASSIGNMENT:** No PARTY may assign this agreement without the prior written consent of the PARTIES.
18. **EXECUTION IN COUNTERPARTS:** This agreement may be executed in counterparts, each of which will constitute an original and all of which shall constitute one and the same agreement.
19. **WAIVER NOT CONTINUOUS:** If a PARTY waives a breach of this agreement for a particular transaction or occurrence, the waiver shall not continue nor is it implied for a similar breach in a subsequent similar transaction or occurrence.
20. **SEVERABILITY:** If any term or condition of this agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application.

21. **FILING:** Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES:** Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

**IN WITNESS WHEREOF,** we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

KALISPEL TRIBE OF INDIANS:

By: \_\_\_\_\_ Date: \_\_\_\_\_

PEND OREILLE COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

21. **FILING**: Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES**: Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By:  Date: 3/26/2024

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

KALISPEL TRIBE OF INDIANS:

By: \_\_\_\_\_ Date: \_\_\_\_\_

PEND OREILLE COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_



21. **FILING:** Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES:** Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

**IN WITNESS WHEREOF**, we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By:  \_\_\_\_\_ Date: 3/26/2024  
DocuSigned by:  
E9EF816998314D2

KALISPEL TRIBE OF INDIANS:

By: \_\_\_\_\_ Date: \_\_\_\_\_

PEND OREILLE COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

21. **FILING:** Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES:** Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

**IN WITNESS WHEREOF,** we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

KALISPEL TRIBE OF INDIANS:

By:  \_\_\_\_\_ Date: 3/26/2024

PEND OREILLE COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**AMENDMENT OF THE AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. AND PEND OREILLE COUNTY, WA  
DATED AUGUST 27, 2015**

This Amendment is by and between **Pictometry International Corp.** and its affiliates, also dba EagleView, (“EagleView”) and Pend Oreille County, WA (“Customer”) and amends the parties’ Agreement dated August 27, 2015 as (if applicable), previously modified by addenda or amendments thereto (the “Agreement”) for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

As of the Effective Date of this Amendment:

- a. The parties agree to amend the term of the agreement (“Term”) as follows: “**Term.** The term of the Agreement will commence on the Effective Date and will terminate after three (3) years. Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of Term, the Agreement and access to the Services will automatically renew.”
- b. The parties mutually agree to terminate their obligations with respect to the Third Project set forth in the Agreement without any liability of either party to the other with respect to such termination. Each party fully and forever releases the other of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs and/or fees, whether known or unknown, suspected or unsuspected, arising out of or relating to the Third Project set forth in the Agreement.
- c. The term “Products and/or Services” means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.
- d. The term “Activation” means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- e. The parties agree to amend Section C – Non Standard Terms and Conditions. Subsection 3. Non-Appropriation of Funds of the Agreement as outlined in Section A of this Amendment.
- f. The parties agree that Section A of the Agreement is replaced by Section A of this Amendment.
- g. The AOI attached to this Amendment pertaining to the AOI described in Section A of this Amendment shall replace the AOI in the Agreement for future deliveries of imagery.
- h. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

This amendment of the Agreement is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the “Effective Date”).

**PARTIES:**

<b>CUSTOMER</b>	<b>EAGLEVIEW</b>
<b>PEND OREILLE COUNTY, WA</b>	<b>PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW</b>
	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>EXECUTION DATE:</b>	<b>EXECUTION DATE:</b>

**SECTION A****PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

EFFECTIVE DATE (MONTH/DAY/YEAR): \_\_\_\_\_

TERM (DURATION): Three years

Pictometry International Corp. dba EagleView  
25 Methodist Hill Drive  
Rochester, NY 14623

ORDER #
LC-10006326

<b>BILL TO</b>
Pend Oreille County, WA
Josh Shelton
101 South Garden Avenue
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

<b>SHIP TO</b>
Pend Oreille County, WA
Josh Shelton
101 South Garden Avenue
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>REFRESH FREQUENCY</b>
A1212585	Dustin Walters	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
80	EagleView Cloud - Imagery  GSD: 3in Refresh Frequency: 3-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
473	EagleView Cloud - Imagery  GSD: 6in Refresh Frequency: 3-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.

1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

## FEES

Due at Initial Activation of Services	\$22,466.00
Due at First Anniversary of Initial Activation of Services	\$22,466.00
Due at Second Anniversary of Initial Activation of Services	\$22,466.00

## PAYMENT TERMS

1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.
2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.
3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

## PRODUCT PARAMETERS

### Disaster Response Program ("DRP")

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

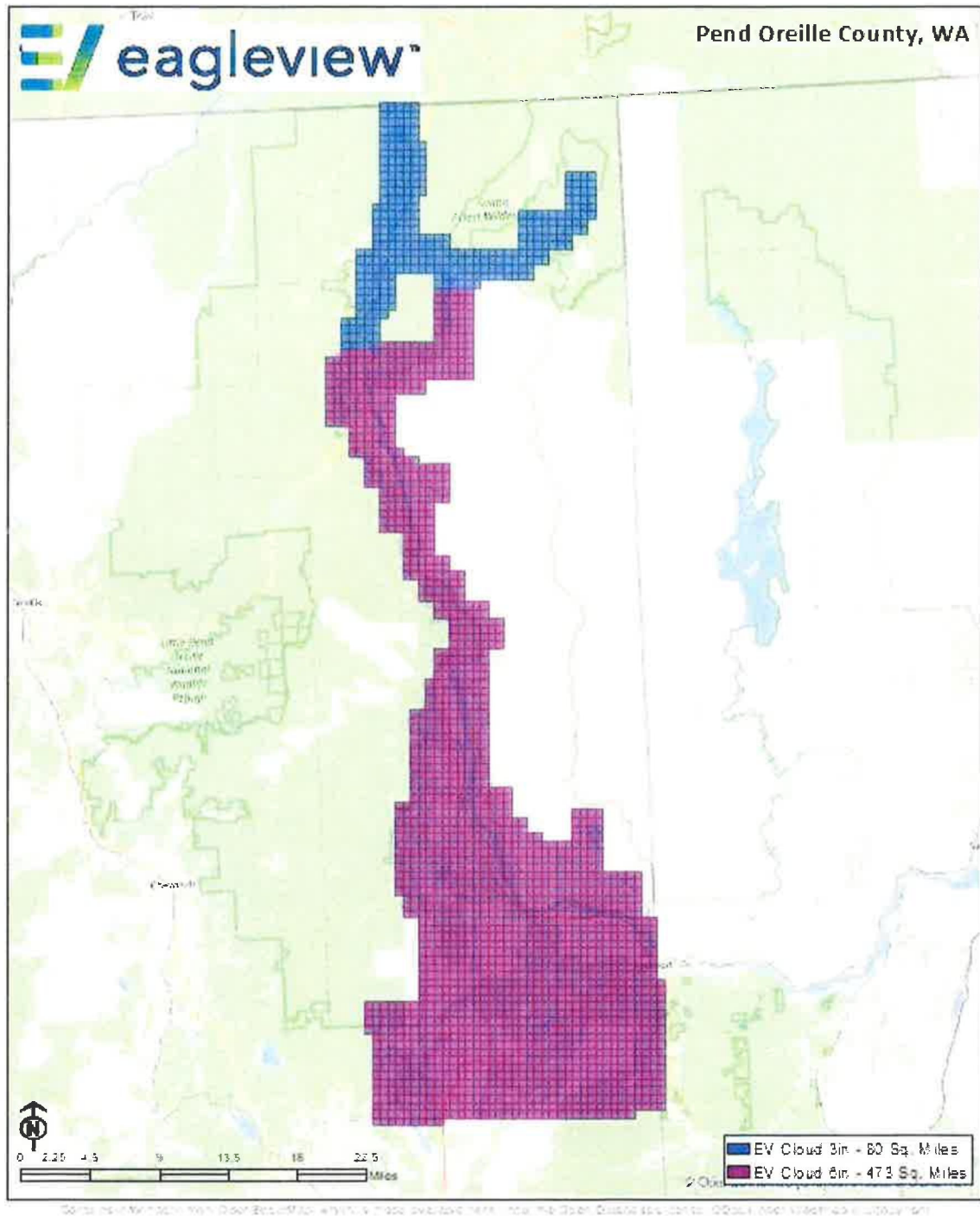
**Section C – Non-Standard Terms and Conditions, Subsection 3 of the Agreement shall be deleted and replaced by this new language: Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. If funds are not appropriated for these Products and/or Services for any twelve-month period during the Term, Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and eighty (180) days prior to the anniversary date of the Effective Date during the Term of this Amendment.

b. This Agreement shall remain in full force and effect, however Customer shall not have access to refreshed imagery until such time as funds for a subsequent year during the Term of the Agreement have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the Products and/or Services set forth in this Order Form, is in possession of Products and/or Services for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those Products and/or Services, purge those licensed products from all Customer and authorized party computers, and return those Products and/or Services to EagleView.

AOI(S)





C. 2015-22

**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND  
PEND OREILLE COUNTY, WA ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 S Garden Ave	100 Town Centre Drive, Suite A
Newport, Washington 99156	Rochester, NY 14623
Attn: Josh Shelton, GIS Analyst	Attn: Contract Administration
Phone: (509) 447-6481 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. 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 delivery is refused.

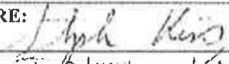

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

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

**PARTIES:**

CUSTOMER	PICTOMETRY
PEND OREILLE COUNTY, WA	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Stephen Kiss	NAME: Linda Salazar
TITLE: County Commission Chair	TITLE: Sr VP of Finance
DATE: Aug. 22, 2015	EXECUTION DATE: 8/27/2015
	DATE OF RECEIPT (EFFECTIVE DATE) 8/27/2015

## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
100 Town Centre Drive, Suite A  
Rochester, NY 14623

ORDER #

C147117

<b>BILL TO</b>
Pend Oreille County, WA
Josh Shelton
GIS Analyst
101 S Garden Ave
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

<b>SHIP TO</b>
Pend Oreille County, WA
Josh Shelton
GIS Analyst
101 S Garden Ave
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A118216	pcanl	Biennial

## FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
426	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$63.75 (15%)	\$27,157.50
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$382.50 (15%)	\$22,567.50
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)	\$4,000.00	\$2,000.00 (50%)	\$2,000.00
426	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$213.00
59	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$118.00
426	Mosaic - Area Wide (9in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing and re-processing of ECW area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50	\$0.00 (100%)	\$0.00
59	Mosaic - Area Wide (4in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of ECW area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered, Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field	\$0.00		\$0.00

		Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.			
59	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$0.00 (100%)	\$0.00
426	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$0.00 (100%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$52,056.00

## SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
426	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$28,755.00
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$23,895.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. <b>License Term: 2 Year(s)</b>	\$4,000.00		\$4,000.00
426	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$2,130.00
59	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$590.00
426	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$213.00
59	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$118.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$59,701.00

## THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
426	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$71.25 (5%)	\$30,352.50
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$427.50 (5%)	\$25,222.50
426	Tiles - Standard (9in GSD, JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$4,260.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)	\$4,000.00		\$4,000.00
59	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00		\$1,180.00
426	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$213.00
59	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$118.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
<b>SUBTOTAL -- THIRD PROJECT</b>					<b>\$65,346.00</b>

Thank you for choosing Pictometry as your service provider.

**TOTAL**

**\$177,103.00**

<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

#### FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

**FIRST PROJECT**

Due at Signing	\$6,298.37
Due at Initial Shipment of Imagery	\$18,895.13
Due at First Anniversary of Shipment of Imagery	\$24,862.50
Due at Activation	\$2,000.00

Total Payments	\$52,056.00
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**SECOND PROJECT**

Due at Initial Shipment of Imagery	\$28,016.00
Due at First Anniversary of Shipment of Imagery	\$27,685.00
Due at Activation	\$4,000.00

Total Payments	\$59,701.00
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**THIRD PROJECT**

Due at Initial Shipment of Imagery	\$30,838.50
Due at First Anniversary of Shipment of Imagery	\$30,507.50
Due at Activation	\$4,000.00

Total Payments	\$65,346.00
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**PRODUCT PARAMETERS****IMAGERY - FIRST PROJECT**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Elevation Source:** Pictometry on File  
**Leaf:** On  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Elevation Source:** Pictometry on File  
**Leaf:** On  
**Special Instructions:**

**IMAGERY - SECOND PROJECT**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Elevation Source:** Pictometry on File  
**Leaf:** On  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Elevation Source:** Pictometry on File  
**Leaf:** On  
**Special Instructions:**

**IMAGERY - THIRD PROJECT**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Elevation Source:** Pictometry on File  
**Leaf:** On  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Elevation Source:** Pictometry on File  
**Leaf:** On  
**Special Instructions:**

*Standard Ortho Mosaic Products:* Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;



- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

#### **CONNECT – FIRST PROJECT**

**Product:** Pictometry Connect - CA - 50  
**Admin User:** Josh Shelton  
**Admin User Email:** jshelton@pendoreille.org  
**Requested Activation:** Upon Authorization  
**Special Instructions:**

#### **CONNECT – SECOND PROJECT**

**Product:** Pictometry Connect - CA - 50  
**Admin User:** Josh Shelton  
**Admin User Email:** jshelton@pendoreille.org  
**Requested Activation:** Upon Authorization  
**Special Instructions:**

#### **CONNECT – THIRD PROJECT**

**Product:** Pictometry Connect - CA - 50  
**Admin User:** Josh Shelton  
**Admin User Email:** jshelton@pendoreille.org  
**Requested Activation:** Upon Authorization  
**Special Instructions:**

#### **CONNECT: GEOFENCES – FIRST PROJECT**

**Geofence:** WA Pend Oreille

#### **CONNECT: GEOFENCES – SECOND PROJECT**

**Geofence:** WA Pend Oreille

#### **CONNECT: GEOFENCES – THIRD PROJECT**

**Geofence:** WA Pend Oreille

#### **Economic Alliance Partnership (EAP)**

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
  - **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. **Software – Use of Pictometry Change Analysis™** – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.



## SECTION B

## LICENSE TERMS

### PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

#### 1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

#### 2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

#### 3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

#### 4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

#### 5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

#### 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

#### 7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

## SECTION B

## LICENSE TERMS

### PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

#### 1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### 2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

#### 3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficiency, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

#### 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

#### 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be

- in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

## SECTION B

## LICENSE TERMS

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5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
  - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
  - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising **any** of its **rights** hereunder will operate as a **waiver thereof**, nor will any single or partial exercise by a party of **any right** preclude any other or future exercise thereof or the exercise of any other right. **No course of dealing** between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]



## SECTION C

## NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Authorized Subdivisions under this Agreement include the following:

Kalispel Tribes

FEMA - in the event of a declared emergency

U.S. Forest Service - in the event of a declared emergency

Seattle City Light

Pend Oreille Public Utility District (PUD)

3. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. Notwithstanding any other terms of this an Agreement, if sufficient funds are not appropriated or allocated for payment for subsequent Projects under this Agreement, the County may terminate its obligations with respect to the Second or Third Project. No penalty or expense shall accrue to the County in the event this provision applies; provided however that Pictometry has been fully compensated with respect to products in the County's possession.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

## SECTOR MAP

Pend Oreille, WA (WAPEND)

