2015 Regional Aerials Funding Agreement

Section 25. Counterparts

Name of Participant	1. Funding Commitment: Standard Deliverables (imagery)	2. Funding Commitment: Supplemental Deliverables	3. Shared Participant Costs	4. Individual Participant costs	**Funding Commitment: TOTAL**
City of Redmond	$7,527.08	$ 0.00	$5,505.64	$53.99	**$13,086.72**

1. Item 1 costs include the Participant's Standard Deliverables (base cost), plus the applicable Project contingency fee based on invoicing date (15% total if invoiced partially or fully in 2015; 25% for those parties who required projected full invoicing in 2014). Per the Statement of Account for each participant, this includes the item titled "Imagery and Related Deliverables", plus that portion of the "Contingency" proportionally applied to the imagery cost.

2. Item 2 costs include the Participant's Supplemental Deliverables (base cost plus the 15% project contingency fee). All Supplemental Deliverables will be handled as separate change orders as part of Phase 2 of the Project; therefore this Counterparts, covering Phase 1 and Phase 2, has no Funding Commitment for Supplemental Deliverables.

3. Item 3 costs include all shared Participant costs. Per the Statement of Account for each participant, this includes both Phase 1 and Phase 2 Project Management costs and both Phase 1 and Phase 2 Quality Assessment costs, as well as that portion of the "Contingency" proportionally applied to these costs. This shared cost item also includes Participant cost for "All Water Areas" and "Enhanced Acquisition Areas", if any, plus that portion of the "Contingency" proportionally applied to the these base costs.

4. Item 4 costs include all individual Participant (non-shared) costs specific to that Participant, such as "Other Costs",(i.e., hardship adjustment) and any Administrative Costs (i.e., shipping charges), to which no "Contingency" is applied.

5. Funding Commitment TOTAL is the sum of Items 1 through 4

Section 26. 2015 Regional Aerials Agreement Acceptance

(NOTE: this section commits party to acceptance of all terms and conditions within this contract, including its Addendums):

City of Redmond, WA

Participant Organization

PO B 97010 Redmond WA 98073

Participant Address

Mike Bady for — 10/28/15

Participant Signature — Date

John Marchione

Participant Print Name

Mayor

Print Participant Title

Optional Form - Approvals by Board, Agency or Other Authority

(**Note:** this section is **optional** and is provided for each Participant should the Participant's specific agency require it. Completion of this section is NOT necessary for the purposes of formally committing to this agreement. This additional information was requested by certain entities who wished their copy of the contractual agreement to contain relevant internal approval process tracking information so that all required approval information would be contained within this agreement.

Approval Party Organization

Approval Party Address

Approval Party Signature — Date

Approval Party Print Name

Approval Party Print Title

2015 Regional Aerials Funding Agreement

This Funding Agreement (Funding Agreement) is entered into by and among the various signatory parties (hereinafter "Participant" or "Participants") who shall sign this agreement, including King County, who shall be acting as Fiscal Agent on the project's behalf.

RECITALS

WHEREAS, the Participants to this Funding Agreement consist of a group of local governmental entities, including counties, cities; State and/or Federal Governmental services agencies; tribes; utilities; and private corporations, and

WHEREAS, this Funding Agreement , by authorization of the signing authorities within each respective agency, tribe or private corporation, shall allow governmental, tribal and private entities to make efficient use of their resources by cooperating with each other on a basis of mutual advantage to meet the needs of local communities; and

WHEREAS, the purpose of this Funding Agreement is to permit the Participants to cooperate on the funding of a regional orthoimagery project referred to as the 2015 Regional Aerials Project (hereinafter "Project"); and

WHEREAS, the Project will include a structure for funding, governance, technical and administrative management of the contracted vendors; will utilize vendor services for the acquisition and production processing of orthoimagery and related aerial mapping; and will utilize separate vendor services for quality control / quality assurance (QC/QA) of sampled deliverables from the selected acquisition/production processing vendor; and

WHEREAS, agencies throughout the Pacific Northwest region regularly engage in joint operations and provide mutual assistance through effective interagency cooperation, jointly funding the Project will optimize the Participants' powers and resources as well as ensure a standardized product for all Participants; and

WHEREAS, the Project will provide substantial benefit to the citizens of the participating governmental agencies;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

Section 1. Agreement Definitions

As a precursor to being able to accurately define and describe the work to be accomplished as part of the Project, the following definitions are provided relative to Agreement:

1.1. Acceptance or Accepted
Mutually accepted and approved by all parties, including the County, the Contractor, the Third Party QA Vendor and (for imagery, related data or supplemental data) the Participant/s receiving the deliverable

1.2. Acquisition Vendor
The contractor that acquires, processes, and delivers the Orthophotography and related deliverables under the 2015 Regional Aerials contract

1.3. Acquisition Window
The period of time, defined by calendar dates, during which all flights and necessary reflights should occur. Any additional flights and imagery acquisition outside of this window of time will be allowed only through the conditions stated elsewhere in this Agreement

1.4. Aerial Triangulation (aka Aero-triangulation, AT)
Process using the Project's processed imagery, ground control, and airborne GPS data with specialized software to create a block adjustment solution

1.5. Agreement
This contract (the Funding Agreement), including the recitals, main contract body, as well as all reviewed, approved and mutually executed addendums, amendments and Counterparts.

1.6. Airborne GPS
Global Position Satellite hardware and software used in aircraft for determining the aircraft's position in space

1.7. Area of Interest (AOI)
A polygon defining the area for which deliverables will be produced and a corresponding Esri-shapefile polygon for each deliverable

1.8. American Society for Photogrammetry and Remote Sensing (aka ASPRS)
Also known as The Geospatial Information Society, ASPRS goals include promoting: the ethical application of active and passive sensors, the disciplines of photogrammetry, remote sensing, geographic information systems, and other supporting geospatial technologies. ASPRS also sets some of the more commonly used aerial mapping accuracy standards in the Unites States

1.9. CSDGM
Content Standard for Digital Geospatial Metadata – Documentation used to construct metadata as established by the Federal Geographic Data Committee

1.10. Data Acceptance Testing (aka DAT)
Includes a range of defined workflows to perform Quality Assessment and Quality Control (QA / QC) evaluation of processes and deliverables. These may be created, documented, updated and/or performed by the County, the Contractor, the Third Party QA Vendor and/or the Participants

1.11. Digital Elevation Model (aka DEM)
A digital model or 3D representation of the earth's surface in a format useable for orthorectification of imagery.

1.12. Digital Terrain Model (DTM)
An enhanced version of a DEM in the same format, but with greater detail to support the maximum contour interval possible for the flight height, resolution etc.

1.13. Esri (aka ESRI)
GIS software firm who produces an open source spatial data format called a shapefile. This file format is one of the most common GIS-related file formats in use currently.

1.14. Federal Aviation Administration (aka FAA)
The Federal Aviation Administration is the division of the Department of Transportation that inspects and/or certifies civilian aircraft and pilots, enforces the rules of air safety, and installs and maintains air-navigation and air traffic control infrastructure.

1.15. Federal Geographic Data Committee (aka FGDC)
A division of the US government that promotes the coordinated development, use, sharing, and dissemination of geospatial data on a national basis.

1.16. Final Orthophotography
Final Orthorectified, DAT- and County-approved imagery tiles.

1.17. Global Positioning System (aka GPS)
A means of providing location and time information, typically regardless of weather, based on satellite-derived data.

1.18. Ground Sample Distance (aka GSD)
The distance between pixel centers as measured on the ground.

1.19. Inertial Measurement Unit (aka IMU)
An electronic device that measures and records an aircraft's velocity, orientation and gravitational forces.

1.20. Infra-Red (aka IR or Ir)
The band comprising the Infrared spectrum, which unless colorized into a light spectrum visible to the human eye, normally would be beyond the light range visible to humans due to its long wavelength.

1.21. Issue Report
A report to be filed related to the acquired and/or processed imagery and related data, which alleges a defect, concern shortfall, as compared to either the published specifications or the accepted pilot test flight quality baselines for imagery and/or supplemental data.

1.22. Metadata
Data describing data. A record containing information about a spatial data set or discrete unit of spatial data. The Federal Geographic Data Committee (FGDC) has published Geospatial Metadata Standards that will define the metadata to be collected.

1.23. Nadir
The point vertically beneath the camera center at the time of exposure, relative to the gravitational pull. Note that this may or may not be equivalent to the center of the camera's field of view depending on such factors as the aircraft's orientation.

1.24. Orthomosaic
The seamless collection of final Orthophotography that is tiled for delivery.

1.25. Orthophotography (aka Orthophotographic Imagery, Orthorectified Imagery or Orthorectified Imagery)
Digital image that has the properties of an orthographic projection. It is developed from a perspective aerial photograph by differential rectification to remove image displacements caused by camera tilt and terrain relief.

1.26. Participant(s) or Project Participant(s)
Any town, city, County, utility, private company, tribe, or agency (at any governmental level) who has joined in this collaborative project, for which King County is the Fiscal Agent. Joining of the project as a Project Participant is finalized only upon signing of the participation contract (known as the Funding Agreement, which provides the formal contractual relationship between King County and the Participant.

1.27. Photogrammetric
Refers to the science of extracting map and surface-related information from photography collected in a stereo geometric manner.

1.28. Pilot Area (in the context of Orthophotography)
Selected areas of Orthorectified imagery that must undergo and pass Data Acceptance Testing before the remaining areas are processed into final Orthophotography.

1.29. Pilot Area (in the context of supplemental deliverables)
Selected areas of completed supplemental deliverable that must undergo and pass Data Acceptance Testing before the remaining areas are processed into final deliverables.

1.30. RGBir Orthophotography (aka 4-Band Orthophotography)
Orthorectified imagery that contains 4 bands of spectral information at 16-bit.

1.31. Stereo Scans
Stereo Scans are raw imagery. Additionally all references to Scans or Stereo Scans shall be understood to include the associated oriented world file. All preliminary Stereo Scans are not required to be fully orthorectified but instead represent auto-correlated imagery prior to any manual corrections, including such items as DEM reviews or updates; AT corrections; manual production edits; insertion of break lines; etc.

1.32. Preliminary Orthophotos (Pre-ortho)
Draft, preliminary orthophotographs that are 'roughly' rectified with no additional processing delivered for use by client prior to later delivery of final Orthophotography, and are not required to pass Data Acceptance Testing

1.33. Project Participant (aka Participant)
A Project Participant is any town, city, County, utility, private company, tribe, or agency (at any governmental level) who has joined in this collaborative project for which King County is the Fiscal Agent. Joining of the project as a Project Participant is finalized only upon signing of the

participation contract (known as the Funding Agreement, which provides the formal contractual relationship between King County and the Participant. See also, "Participant"

1.34. QA / QC (Quality Assessment / Quality Control)
Processes and methodologies used in Data Acceptance Testing to determine whether products or processes meet sufficient quality standards

1.35. Resolution
The native acquisition or final resampled pixel size of final Orthophotography, expressed either in inches or feet

1.36. RGB (Red, Green, Blue)
The 3 color bands in an additive color model generally used for 3-band natural color Orthophotography

1.37. RGBIr (aka CIR)
4-band color Orthophotography including both the standard RGB values as well as Infra-Red

1.38. Request for Proposal (aka RFP)
A solicitation for proposals, issued by an agency or company interested in a product or service, to potential suppliers. The RFP generally will contain at a minimum a description of work to be performed or product to be delivered and may also contain an initial list of potential business, functional and / or technical constraints to be followed or other criteria to be met (requirements.) Responding parties are generally requested to provide all required information within the RFP and may also be allowed to provide additional information. The RFP will often, though not always, result in one or more parties being awarded a contract related to the RFP which contracts the party to deliver the services, products or other commodity to the agency or company who issued the RFP

1.39. Shapefile
An open source geospatial vector data format for GIS software. It was developed by Esri, for storing spatial and attribute data and allowing interoperability between Esri and other parties GIS software products

1.40. Standard Imagery (aka "Standard Imagery and Related Data")
Standard Imagery refers to the developed and finalized Orthophotography delivered as part of this project. The "and Related Data" in the context of Standard Imagery includes the Ground and Airborne Control Plan, the Final Acquisition Report, the Seamline file, the Block Adjustment Plan, the stereo scans (with World file), the developed and finalized DEM and any other data created or produced during the production of the Standard Imagery

1.41. Statement of Work (aka SOW)
Formal documentation that defines and/or describes required deliverables, requirements, work activities and processes of the project, along with the required timeline for key items associated with a given project or contract

1.42. Supplemental Deliverable
Photogrammetric mapping products derived from final Orthophotography

1.43. Third Party QA Vendor
The Contractor that receives various deliverables in conjunction with or on behalf of the County and Participants and performs detailed QA/QC DAT reviews of deliverables from the image acquisition Contractor

Section 2. PROJECT DESCRIPTION

The Project is an effort to bring together regional partners in and around King, Snohomish and Kitsap Counties in order to acquire high-resolution aerial imagery and related GIS data for Participants at a significantly reduced cost. Further, by obtaining all imagery and related data from a single vendor during a single acquisition window, the project will create a single common, regional data baseline for future collaborative, planning, disaster response and economic development purposes – to name a few.

Section 3. GEOGRAPHIC SCOPE

This project encompasses an area of western Washington spanning approximately 3,876 square miles. Participating entities include approximately 100 cities, counties, tribes, state/federal agencies, first responders, utility districts and private businesses, all participating in this regional cost-sharing GIS collaboration. Geographically the Project area includes all or portions of King, Snohomish, Kitsap and Pierce Counties.

Section 4. GOALS AND ANTICIPATED BENEFITS

The following goals and benefits are anticipated for the project:**Cost Savings**

By leveraging regional collaboration, the Project expects to have a better overall negotiating strength with vendors due to the Project area's overall budget, geographic size and number of Participants. Also, duplicative costs (costs where previously 2 or more Participants previously would have paid full vendor pricing for the same tile, expense or deliverable) are expected to be substantially reduced. Further, in such a case where Area of Interest (AOI) overlaps exist between 2 or more Participants, under the Project's Cost Allocation Model (CAM), only a proportional fraction of the normal vendor cost of an overlapping tile will be borne by each Participant requesting that tile – thus creating further individual Participant savings. Through the stronger negotiating position with vendors, the elimination of duplicative costs and through the cost sharing mechanisms employed when possible, a significant reduction is expected in each Participant's overall cost for obtaining such imagery and associated supplemental data.

4.2. Data Sharing

Additionally, through this Project all Participants will have obtained imagery and related data from the same source, during the same overall 2015 flight window. Because of this, Participants across the region will be able to more easily share data with other Participants.

Section 5. PROJECT DELIVERABLES

The Project is being undertaken to obtain the following deliverables:

5.1. Standard Imagery and Related Deliverables

The primary Project goal is to obtain Standard Imagery deliverables. This refers to high-resolution orthoimagery (may include both natural color and near-infrared), as well as stereo imagery models and supporting data.

Note: Project costs for Standard Imagery deliverables listed above will be shared proportionally where two or more Participants' Areas of Interest (AOIs) overlap, in turn reducing each Participant's financial commitment for these deliverables.

5.2. Supplemental Data Deliverables

The secondary Project goal is to obtain the ancillary data referred to herein as the Supplemental Deliverables. Supplemental Deliverables include such items as data related to impervious surface identification and categorization (transportation impervious, structure rooflines, other impervious surfaces) as well as detailed contours and digital terrain models (DTM.) These deliverables will be derived from the same industry best practices as used in creating the Standard Imagery and Related Deliverables.

Note: Project costs for the optional Supplemental Deliverables will be borne solely by those Participants choosing these optional products.

Section 6. VENDORS TO BE HIRED

The following external resources are to be hired, at a minimum, to support successful execution of the Project and to help minimize any risks related to the successful delivery of project deliverables:

6.1. Primary Vendor (aka Acquisition Vendor)

One vendor, hereafter described as the Primary Vendor, will be responsible for the aerial imagery acquisition and related data, as well as production processing and delivery of orthoimagery and related products. This vendor also will be responsible for the optional Supplemental Data processing and development into final deliverables.

6.2. Secondary Vendor (aka QA / QC Vendor)

One vendor hereafter referred to as the Secondary Vendor, hall hold primary responsibility for performing quality assurance (QA) tasks, including quality control (QC) and related quality validation of the submitted imagery, data and supplemental deliverables submitted by the Primary Vendor. The quality control checks shall be performed by this vendor using a random or similar sampling method. These efforts will be supported by and coordinated with any supplemental testing performed by the Participant organizations.

Section 7. PROJECT PROCESSES AND PROCEDURES

The following section outlines the processes and procedures to be followed by the Project for selection of the relevant vendors, definition of participant Areas of Interest (AOIs), date estimation, project execution, tracking of defects, etc.:

7.1. Pre-Vendor Selection Documentation of Requirements and Specifications

The Project will develop a documented scope, technical specifications, and detailed descriptions of vendor deliverables. This information will appear in the Request for Proposal (RFP) documents to be published to perspective vendors as part of the vendor selection process.

7.2. Requirements and Specification Explicitly Included in Vendor Contracts

The Project will include the documented scope, technical specifications, and detailed task descriptions appearing in the RFP, or amended during vendor negotiations, within the Statement of Work (SOW) of any subsequent contract.

7.3. RFP Process to be Utilized

Based upon 2012 participant feedback and lessons learned, this Project will utilize a Request for Proposal (RFP) process rather than the previously-used Invitation to Bid (ITB) process. This procedural change allows evaluation and selection of vendors based on qualifications rather than strictly on pricing. It is believed that this should improve the quality of deliverables; reduce schedule risk; reduce the overall project risk; etc. as compared to the 2012 Project.

Once the RFPs are published and vendor responses received, the vendor responses will be reviewed and scored. Scoring criteria include a number of factors such as:

7.3.1. Ability to Deliver

Vendor's ability to deliver on the full project scope as defined in the RFP, Technical Specs, etc.

7.3.2. Track Record

Industry track record with other large-scaled projects such as this Project.

7.3.3. References

References relevant to the project work to be done, with particular weight placed on projects of similar scope, design, requirements, etc.

7.3.4. Available Resources

Available staffing, materials and equipment (including such items as aircraft, sensors, staff, software, detailed sensor capabilities, etc.)

7.3.5. Agreeability to the proposed flight window

Availability for and agreeability to the requested flight window.

7.3.6. Experience level

Amount of organization and staff industry experience (both lead and line staff.)

7.3.7. Expertise

Perceived and documented expertise in this area.

7.3.8. Experience with other large collaborative projects

Experience with projects of similar size, number of participants and scope.

7.3.9. Overall pricing and value.
Pricing and perceived overall value will also play a role, albeit a smaller factor than in the 2012 project's "Invitation to Bid" process.

7.4. Vendor Selection and Negotiations
Once ranked, negotiations with top two to three vendors will follow, with the goal of leading to a successful contract(s) between King County (representing the Participants as the Project Fiscal Agent) and both the Primary (Acquisition) Vendor and Secondary (QA/QC) Vendors.

7.5. Shared QA Process for the Evaluation of All Deliverable Types
Based upon the issues encountered in the 2012 effort, the 2015 project will instead utilize the services of a competent, third-party vendor to take lead responsibility for sample-based testing of all primary photogrammetric data elements (adequacy of survey control network, raw imagery capture, analytical aero-triangulation solution, etc.) and standard imagery deliverables. Due to cost, it was deemed that this vendor would not test every image but would test a representative sampling of all deliverable types and general areas, with the test sample percentage rate dynamically being determined throughout the project life cycles according to the error rate detected. The Secondary Vendor will be responsible for testing and reporting the Primary Vendor's Project deliverables against contract specifications. Additionally where feasible they will assist in evaluating the key processes to be used by the Primary (Acquisition) Vendor during the performance of their services, also to be performed using a general sample test rate approach.

7.6. Participant's Imagery AOI by Tile Definitions
The Area of Interest (AOI) for each Participant is defined according to a predefined grid, by full 3000 x 3000-foot grid cells (tiles) represented by the shape file "idxp3000_2015.shp." This grid applies uniformly to all Participants. These tiles are intended to be used for determining each Participant's AOI and overlap calculations with other entities. However, all Project unit costs will be stated as dollars per square mile. Each tile is approximately one-third square mile. The exact conversion is 1 tile = 0.32238 square mile.

7.7. Participant Eligibility for Imagery Tiles
All Project Participants are eligible to identify as their AOI any tiles within the project's defined subareas. At a minimum, all Participants will receive for their identified AOIs, primary photogrammetric data elements (survey control network, raw imagery, analytical aero-triangulation solution, etc.) and further eligible to include in their AOI any and all types of Supplementary Deliverables as defined in the vendor Scope of Work (SOW) and included in the vendor contract.

7.8. Smoothing of AOI Definitions
Prior to completion of flight planning, at the discretion of the TWG Chair, some adjustments may be made to a Participant's proposed AOI if some 'smoothing' is required to adjust the edge of a resolution area. For example, small gaps and irregular borders could be eliminated in order to present a logical, cost-effective flying pattern. All resolution areas will be contiguous blocks wherever possible and will be of sufficient size and appropriate geometry to meet practical industry acquisition standards.

7.9. AOI Confirmation Required in Writing Prior to Signing Funding Agreement
Prior to a Participant's signing of the Funding Agreement, the Participant will be required to confirm acceptance of their AOI in writing. If the party signs and submits the Funding Agreement without first sending documented confirmation of their defined AOI, their signature of the Funding Agreement shall be deemed as inclusive of their formal acceptance of their previously defined or described draft AOI as final. If such a party has not previously submitted a draft AOI prior to the deadline for the signing of the Funding Agreement, their subsequent imagery request shall need to be finalized at the earliest possible time, no later than 2 business days after the deadline for signing the Funding Agreement (Note: no late participants are allowed as part of the 2015 project – thus there is no option as occurred in 2012 for participants to be treated as "Late Participants."

7.10. AOI Adjustments Following the Start of the Flight Window
After the beginning of final flight planning, no increase in a Participant's AOI will be allowed if it would change any Project Area resolution boundary.

Note: Participants may increase their AOI at any time during the Project so long as the change does not modify any defined resolution boundaries.

7.11. No AOI Reduction Following Signature of the Funding Agreement
Once a Participant signs this Funding Agreement, no reduction in its AOI is allowed. Following their Funding Agreement contract signature, a Participant may opt out of receiving any given deliverable, but is still responsible for the cost of the deliverable.

7.12. Other Deliverables: Change Orders not Outlined Above
It shall be noted that any Change Orders which are not outlined above and which are issued on behalf of a sole Participant or on behalf of a group of Participants not representing the whole of all Participants, shall be priced separately within the respective Change Orders and all associated costs specific to such Change Orders shall be borne only by the requesting Participant or Participants.

7.13. Milestone Dates – General Provisions
All project milestone dates shall not be formalized until the acceptance by the PSG of the Master Project Plan baselining. The baselined Master Project Plan shall encompass integration and mutual formal acceptance and sign off by all vendors and the County (as Fiscal Agent for the Project) of the final integration of the individual respective vendor project plans into the County project plan, to create the baselined 2015 Regional Aerials Master Project Plan. Such formalized dates shall be also subject to project re-baselining, pursuant to formal approvals by the Project Steering Committee and Project Sponsor.

7.14. Milestone Dates – Purposes within this Agreement
Milestone dates will be used as described below as part of the cost calculations for all Participants. If any milestone date ambiguity exists, the formal determination of the milestone date in question shall, at the request of any Participant, be determined by a simple majority vote of the PSG.

7.15. One Resolution per Tile

The Primary Vendor will create imagery of only one resolution for any given tile. Each tile shall be defined as 0.25-foot, 0.50-foot or 1.00-foot resolution imagery. The Primary Vendor will fly and create orthoimagery at that resolution to conform to boundaries provided by King County.

7.16. Determination of Resolution for a Given Tile

The resolution assigned to a tile is the highest resolution imagery requested by any Participant whose AOI includes that tile. All Participants 'buy in' to a tile at this resolution.

SPECIAL NOTE: It is critical that Participants are aware of edge effects along resolution boundaries and plan their processes for AOI definition, testing and acceptance criteria accordingly.

7.17. Determination of Deliverables – Geographic Scope

Participants will receive deliverables for solely those tiles included in their defined AOI and/or Supplemental Deliverables request, and as fully paid for according per this Funding Agreement.

7.18. Payment adjustments

Every reasonable effort will be made by the Project to bill every invoice accurately and completely to the best of its ability. It should be noted however, given the number of Participants in this cost-sharing regional collaboration, that late-breaking decisions regarding changes in participation by one or more parties may ultimately result in adjustments (usually very minor) to the final costing of other Participants. The Project team agrees to make every reasonable attempt to mitigate the risk of this happening; however it asks that Participants be flexible should minor, last-minute changes occur in either the Project Participant's list or in AOI definitions.

Section 8. PROJECT ROLES

The following roles are planned for the Project team:

8.1. PROJECT MANAGER

A PM shall be appointed by King County to manage the project.

8.1.1. PM Selection

King County shall appoint a King County Project Manager (PM), whose role shall be to manage the overall project as well the vendors and contract(s) on an ongoing basis.

8.1.2. Reports to Sponsor

The PM shall report to the Project Sponsor regarding all applicable matters, plans, risks, issues, mitigations, votes, decisions, status and overall direction of the project.

8.1.3. Recommendations to the Project Steering Group (PSG)

The PM shall make recommendations to the Project Steering Group (PSG) on the matters described in the associated PSG section below.

Note: The description, composition and duties of the PSG will be described in the relevant PSG section below.

8.1.4. Accessible by Participants

The PM shall be as readily accessible as possible (based on meetings, tasks and prioritization of work) via phone and e-mail by all Participants.

8.1.5. Employee of King County

The PM shall remain an employee of King County at all times, and King County shall retain the right and duty to supervise the PM at all times.

8.1.6. PM Duties

The duties of the PM shall include:

8.1.6.1 Form Subcommittees and Workgroups.
Form subcommittees and workgroups as needed by the Project and as directed by the PSG, including a Technical Work Group (TWG), working with Mike Leathers, King County GIS Data Administrator and Project technical lead.

8.1.6.2 Facilitate Communication between the PSG and TWG
Coordinate with the King County GIS Center Data Coordinator and the TWG on any technical issues requiring input/consultation between the PSG and TWG.

8.1.6.3 Funding Agreement
Work with the TWG Chair to prepare the Funding Agreement.

8.1.6.4 Facilitate the RFP Creation and Advertisement Process
Coordinate with King County Procurement to 1) incorporate the SOW into a RFP; 2) advertise the RFP in compliance with statutory and local requirements; 3) address any RFP addendums; and 4) summarize applicable decisions related to the RFP for review and approval by the PSG.

8.1.6.5 Facilitate and Record the Ranking of RFP Respondents
Submit a written summary of review and ranking of RFP results to King County Procurement to initiate contract negotiations with vendor finalists.

8.1.6.6 Facilitate Final Selection of Vendor/s and Subsequent Negotiations
Lead the project to conclude negotiations with a successful contract(s), working with the PSG and King County Procurement.

8.1.6.7 Vendor Management
Manage the Primary and Secondary Vendor contract(s) on a regular basis as required and provide direction and guidance to the Vendor(s) as requested by the PSG. This is anticipated to involve management of the Primary and Secondary Vendor to assist in ensuring all relevant contract specifications and requirements are met.

8.1.6.8 Vendor Status Reporting
Report to the PSG and the TWG as necessary on Vendor progress.

8.1.6.9 Facilitate Tracking and Recording of Deliverables to Participants
Work with Mike Leathers and all Participants to track and record delivery of all Standard and Supplemental Deliverables ordered by Participants.

8.1.6.10 Facilitate QA Defect Triage Meetings
Facilitate detailed QC/QA overall defect reviews and/or new defect triage meetings as needed for accurate QA audit, remediation and reporting purposes.

8.1.6.11 Facilitate the Change Order Process
Submit change order requests to the PSG for approval and submission to the Vendor(s).

8.1.6.12 Facilitate Vendor Invoice Approvals and Disbursements
Submit Vendor invoices to the PSG and County, and direct payment of invoices by the Fiscal Agent upon approval of invoices by the PSG.

8.1.6.13 Coordinate PSG Meetings
The PM will provide support for and participate in PSG meetings.

8.1.6.14 Coordination meetings between the PSG, TWG and Vendors
The PM, as a non-voting member of the Project Steering Group (PSG), will provide coordination among the PSG, the TWG, and the both the Primary and Secondary Vendors.

8.2. PROJECT STEERING GROUP

The Project Steering Group (PSG) shall be formed to assist in the leadership and decision making processes of the Project.

8.2.1. PSG Composition

The PSG shall be comprised of no less than 5 and no more than 10 members. For the 2015 Project, the PSG shall consist of a voting representative from each of the following participating organizations: the City of Auburn, the City of Bellevue, the City of Bothell, the City of Issaquah, the City of Kirkland, the County of King, the County

of Kitsap, the City of SeaTac, the City of Seattle, and the County of Snohomish.

8.2.2. PSG Chair

The King County GIS Center Manager, as the King County business representative, will serve as the Chair of the PSG.

Note: as defined in the Project Charter, the King County Sponsor will oversee the PSG and shall hold final approval authority on matters referred to the PSG for votes.

8.2.3. PSG Member Duties

The duties of PSG Members shall include:

8.2.3.1 Direct Substantive Decisions

The PSG shall direct the PM on all substantive decisions concerning the work and shall review and take final action on the following specific items:

8.2.3.2 Approve the Funding Agreement

Approve the Project methodology and calculations of the Funding Agreement (including applicable addendums and counterparts) developed by the PM and TWG Chair.

8.2.3.3 Approve the Statement of Work

Approve the preliminary SOW jointly developed by the TWG and the PM prior to issuance of the RFP.

8.2.3.4 Review and Approve the Vendor Selection Recommendations

Review and approve the final vendor recommendation/s published by the King County project team regarding the most advantageous RFP response that meets requirements of the SOW.

8.2.3.5 Receive and Review Status Reports regarding vendor performance

Review all reports from the PM for management of the respective vendors and deliverables and provide applicable direction where deemed necessary by the PSG.

8.2.3.6 Review and Approve the QA Plans

Approve the Quality Control/Quality Assurance (QC/QA) Work Plan developed jointly by King County, the Secondary Vendor and the TWG.

8.2.3.7 Approve the sample QA/QC rates

Approve the sample QA/QC rates for upcoming testing which are proposed by the QA/QC Secondary vendor based on current error detection rates.

8.2.3.8 Review and approve QC/QA reporting

Review and approve QC/QA results developed and submitted by the Secondary Vendor, including oversight of rejected deliverables and approving the Primary and Secondary Vendor's timeline for redelivery.

8.2.3.9 Review and Approve Change Orders

Review and Approve Change Order requests, whether initiated by the Vendor or by Participants.

8.2.3.10 Review and Approve Vendor Invoices

Review and authorize Vendor payments as submitted to the PSG by the PM.

8.2.3.11 Develop administrative policies
Develop administrative policies necessary for proper functioning of the PSG, and provide direction for the TWG and other ad hoc groups as may be necessary.

8.2.3.12 Provide Project Assistance
Provide assistance as a group with tasks, activities or deliverables for the Project as outlined in the Project Charter. These activities and deliverables shall relate to tasks which contribute to the successful delivery of the Project but which currently allocated staff do not have available bandwidth to deliver. Alternately, the PSG may authorize (subject to approval by the Project Sponsor) the hiring of additional staff to perform these activities, or assign staff from their organizations on a temporary support basis.

8.2.4. Appointment of an Alternate / Back Up PSG Member
Each representative of the PSG may appoint an alternate representative who shall be empowered to act on behalf of the primary representative in their absence

8.2.4.1 Meeting Attendance by the Alternate PSG Member
Such an alternate may attend any applicable meetings on behalf of the primary PSG member who appointed them and shall be deemed attendance of all such meetings by the relevant organization.

8.2.4.2 Voting by the Alternate PSG Member
Such an alternate may also cast a vote or votes on behalf of the PSG member in their absence, unless previously restricted by the Primary PSG member who appointed them and as recorded in an email to the PM in advance of any such vote.

8.2.4.3 Other Rights and Privileges of the Alternate PSG Member
Additionally, the PSG Alternate may act with all other rights and privileges of a PSG member, subject to any restrictions placed on their role by the Primary PSG member who appointed them, and as recorded in advance in an email to the PM.

8.2.5. PSG Voting
The PSG will strive to make decisions by unanimous consensus. However, if unanimous consensus cannot be reached, any PSG member may call for a vote.

8.2.6. PSG Meeting Votes
The following rules govern votes held during the monthly and/or ad hoc PSG meetings; any joint PSG/TWG meetings; or by email:

8.2.6.1 Quorum required
No PSG meeting vote shall be held unless a quorum of PSG members are present at that meeting.

8.2.6.2 Definition of Quorum
For the purposes of this project, a PSG quorum shall be defined as the simple majority of all PSG members present or alternate members for those organizations whose primary representative was unable to attend.

8.2.6.3 Majority Votes – Meetings held by Members in Attendance
For all PSG votes held in-person, PSG votes will be approved by a simple majority of the total number of all PSG quorum members or their formally recorded alternates, who are in attendance.

8.2.6.4 Majority Votes – Meetings held by Members through Email
PSG votes shall be held by email for all instances wherein either a quorum of PSG Members (or their designated and recorded Alternates) are not in attendance. Additionally, any vote may be called by any PSG member to be held via email during the discussion related to any pending PSG vote or motion. As with in-person PSG Votes, all such votes shall be decided by a simple majority of email votes cast and sent to the project PM prior to any stated deadline which was provided in the email describing the issues related to the vote and calling for PSG members to cast their votes.

8.2.6.5 All PSG Members Invited to Votes
No PSG meeting vote or email vote shall be held unless the meeting invitation or related invitation to cast a vote by email was sent to all current PSG members prior to the vote.

8.2.6.5.1. Missed PSG Member Invitations
In the event that any members were missed in the invitation, the formal result of any such vote shall not be determined – or shall be formally recalculated, once all members have been invited to cast their votes.

8.2.6.6 Recording of Votes
Any vote held during the course of a PSG meeting shall be recorded in the Meeting Minutes.

8.2.6.7 Votes generally to be reiterated in email for tracking purposes
The preferred method for decisions made by vote during meeting sessions shall be that the vote shall be formally repeated via email for the purpose of records retention and tracking.

8.2.6.8 Record of votes retained
These email responses will be retained by the PM, initially in Outlook and upon project completion, as part of the King County Electronic Records Management System.

8.2.6.9 Voting records
Any vote responses not sent by a given PSG member to all other members shall not generally be redistributed to all other PSG members by the PM or other party unless a subsequent vote by the PSG members has passed specifically requesting an full disclosure vote summary report, which shall summarize the issue, any related context summary and all votes cast and by whom.

8.2.6.10 PSG Vote Results Published
All PSG vote outcomes, once decided, shall be distributed via email to the PSG; the PSG and TWG or the full Stakeholder Members Group as applicable.

8.2.7. PSG Meeting Schedule
Meetings of the PSG shall generally be held per a regular, recurring monthly meeting. Additional PSG meetings may be held on an as-needed basis. Meetings may be scheduled at the request of the Project Sponsor, the Chair of the PSG, the PM, or by a majority of the PSG members. The Chair shall be responsible for the logistics of scheduling PSG meetings. Attendance may be in person or via teleconference.

8.2.8. PSG Meeting Attendance
The following shall define PSG members' attendance requirements for PSG meetings:

8.2.8.1 Scheduled Recurring Meetings
PSG Members attendance shall be mandatory (either directly or through their appointed alternate member) at the regularly scheduled monthly meetings which have been scheduled no less than 2 weeks in advance. No more than 3 meetings may be missed by any PSG member in any 12-month meeting period.

8.2.8.2 PSG Meeting Attendance – Ad Hoc Meetings
Attendance by PSG Members at all other non-monthly meetings is highly encouraged but shall be considered optional, and shall not count against the "3 missed meetings" clause above.

8.3. TECHNICAL WORK GROUP

A Technical Work Group (TWG) shall be formed to provide input and recommendations on key project decisions which have a technical component or key technical information involved as an input to the decision.

8.3.1. TWG Group Open
TWG shall be an open group, with members joining or leaving at will as their scheduled availability permits.

8.3.2. TWG Composition
The TWG shall consist of one or more representatives from each Participant. Any PSG representative may also be a member of the TWG

8.3.3. TWG Duties

The duties of the Technical Work Group (TWG) shall include:

8.3.3.1 SOW creation
Create SOWs for both the Primary and Secondary Vendors, and submit these SOWs to the PSG for its approval.

8.3.3.2 Participation in vendor selection
Provide the necessary members, as chosen by the PSG, to participate in the RFP vendor response review group. This group will review and score proposals, summarizing their results for presentation by the PM to the PSG.

8.3.3.3 Review and assessment of defect reports
Review quality assessment reports generated by the Project technical assistance / Quality Assurance Vendor.

8.3.3.4 Tasks as directed by the PSG
Execute any other tasks as may be required by the PSG.

8.3.4. Calls for TWG Votes
The TWG will strive to make decisions and /or recommendations by unanimous consensus. However, if unanimous consensus cannot be reached, any TWG member may call for a vote. If seconded, the vote will go forward.

8.3.5. TWG voting majority defined
Voting matters must be approved either by a simple majority of all members present at a meeting, or if the matter is proposed by email, by a simple email majority of the TWG members.

8.3.6. TWG Meeting Schedule
Meetings of the TWG shall be held on an as-needed basis with a non-binding attendance by members. Meetings may be scheduled at the request of the chair of the PSG, the PM, or by a majority of the TWG members. The PM shall be responsible for the logistics of scheduling TWG meetings. Attendance may be in person or via teleconference.

8.3.7. TWG Chair
The initial Chair of the TWG shall be the King County GIS Center Data Coordinator.

8.3.8. TWG Chair to Provide Pricing
Following initial acceptance of the Funding Agreement by the PSG, the Chair of the TWG shall populate the cost allocation model with required data to provide each Participant with periodic cost estimates and final pricing per the methods and formulas outlined in the description of the Cost Allocation Model outlined in Addendum A of this document.

8.4. SUPPLEMENTAL RESOURCES

Supplemental resources shall include any additional staff not provided for elsewhere in this document, but who are hired to assist with the successful delivery of the Project. All staff that may be hired to supplement existing resources must first be approved by the PSG and/or Project Sponsor and all Participants shall be readily notified should there be any impact to the Participant pricing due to such a change.

8.4.1. Supplemental Resources – Potential Roles
Supplemental resources shall include but not be limited to any GIS experts, photogrammetric experts, or project administrative staff that may be contracted or otherwise engaged to assist the project on an as-needed basis.

8.4.2. Supplemental Resources – Activities and Oversight
The PM, in consultation with the TWG and/or PSG, may work with these supplemental staff resources in order to meet any and all goals related to the Project.

Section 9. FISCAL AGENT

King County, acting as fiscal agent for the Project, shall assume the following responsibilities. These tasks may be performed by any applicable staff within the County:

9.1. Fiscal Agent Duties - General
King County shall perform the following general fiscal agent tasks, to be executed by any applicable staff appointed by the County:

9.1.1. Vendor Contract Management
Manage the vendor contract.

9.1.2. Maintain Project Funds
Maintain Project funds in the King County Imagery Reserve, a separate, non-interest-bearing fund managed by King County GIS Fund 5481, to be disbursed as provided in this Funding Agreement.

9.2. Vendor-facing Fiscal Agent Responsibilities – General
King County shall also perform the following duties related to vendors:

9.2.1. Vendor Invoice Payment
Pay vendor invoices which have been formally approved by the PSG.

9.2.2. Accounting and Tracking of Vendor Invoices and Payments

9.2.2.1 King County shall maintain an accounting of payments related to the vendors, including: Billing / invoices received from the Primary Vendor and Secondary Vendor

9.2.2.2 Payments made to any vendor

9.2.2.3 Outstanding amounts still owed, if any

9.2.2.4 Unspent funds

9.2.2.5 King County shall provide a statement of this accounting to all Participants at Project closure.

9.3. Participant-facing Fiscal Agent Duties
King County shall also perform the following duties related to Participants:

9.3.1. Participant Invoicing
Invoice each Participant in accordance with this Funding Agreement.

9.3.2. Calculation and Validation of Participant Pricing
Calculate and perform reasonable validation of the cost for each Participant.

9.3.3. Billing / invoices issued to each participant
A record of all participant invoices shall be documented, maintained and reported

9.3.4. Payments made by each participant
A record of all participant payments shall be documented, maintained and reported

9.3.5. Outstanding amounts still owed, if any
A record of all unspent funds shall be documented, maintained and reported

9.3.6. Unspent funds
A record of all unspent funds shall be documented, maintained and reported

9.3.7. Applicable Participant Refunds
A refund of any excess amounts paid shall be made to Participants at project closure, as necessary.

9.3.8. Reporting
King County shall provide a statement of this accounting to each Participant.

9.3.9. Disputes
Upon receipt of a notice of any record-keeping dispute related to Section IV, items 8 or 9 above, King County shall notify all relevant Participants and meet jointly with all interested parties and the PSG members within two (2) weeks to resolve any record-keeping dispute.

Section 10. FINANCIAL CONTRIBUTIONS BY PARTICIPANTS

The following section describes the general principle which directly relate to the financial contributions of Participants taking part in the Project.

10.1. Signature Indicates Agreement to Pricing
By executing Counterparts, Section XIX of this Funding Agreement, each Participant agrees to pay its required monetary contribution, as stated on the signature page, for all Standard and Supplemental Deliverables for which they have contracted.

10.2. Participant Pricing – Initial Estimates
The initial pricing estimate for each Participant (exclusive of grant funds) shall be provided once the Primary and Secondary Vendor contract prices plus any additional consultant fees are set, employing the cost allocation model for Project deliverables as found in Addendum A. Initial pricing estimates are provided for informational purposes only throughout the initial Project period leading up to final execution of the Funding Agreement by all Participants, to assist Participants with cost estimation purposes. Each pricing estimate iteration will be a best effort attempt by the Chair of the TWG based on currently available information and shall be considered non-binding.

10.3. Preliminary 2014 Cost Estimates – 2014 Invoices

For the primary purpose of those participants requiring invoicing in 2014, one or more Preliminary Final Pricing Estimates shall be generated during Q4 2014, depending on each individual Participant's required invoicing deadline. Each such estimate shall be considered non-binding with regards to final pricing (as the finalized list of participants and AOIs will not be determined until 2015), but shall also be a best-effort attempt by the TWG Chair to provide pricing based on the latest available information available at the time the pricing estimate is generated. An additional set of Secondary Final Pricing Estimates shall be generated during 2015, also to be based on a best effort attempt by the TWG Chair, utilizing the latest available information.

10.4. Participant Pricing – QA Pricing Variable

As the QA vendor may be contracted according to a sliding scale, to be adjusted in accordance with the error detection rate and related PSG approvals, the final Participant pricing may not be known until Project completion. However, since a maximum expense cap would be established in such a QA pricing scenario, the maximum QA inspection rate is not anticipated to exceed the pricing estimates provided at the time of 2015 Participant invoicing.

10.5. Signature Represents Participant Commitment to Purchase

By signing this Funding Agreement, each Participant commits to paying its full contribution to the King County Imagery Reserve Fund.

10.6. Funding Agreement and Related Invoice Milestones

The Funding Agreement, execution and Participant invoicing shall occur according to the following process and milestones:

10.6.1. Funding Agreement Publication

The Funding Agreement will be distributed in email to all potential stakeholders / Participants who have indicated their intent to join the Project.

10.6.2. Participant Review Period – Standard Deliverables

From the date the Funding Agreement is published to all stakeholders, the prospective Participants shall have no less than forty-five (45) calendar days for review, feedback and the potential joint creation with the County and Vendors of Participant-specific Funding Agreement Counterparts related to the Standard Imagery and related data deliverables.

Note: such Counterparts shall not cover the Optional Supplemental Data deliverables, which shall always be defined through the Change Order process.

10.6.3. Funding Agreement Counterparts due date

The completion date for the initial draft of Counterparts shall be 30 calendar days after the publication and distribution of the Funding Agreement to all Stakeholders. All Counterparts shall be finalized with the County and Vendors by forty-five calendar days following publication of the Funding Agreement to all Participants

10.6.4. Invoice Payment Period – Standard Deliverables
The invoice remediation period shall then begin. The invoice payment period end date shall be published. This date and shall be no less than forty-five (45) calendar days following the conclusion of the Participant review and Counterparts creation period. Any qualifications or extensions to this date will be stated in the Counterparts to this Agreement and shall be specific to the Participant executing that Counterpart.

10.6.5. Optional Supplemental Data deliverables invoiced and paid separately
For Supplemental Deliverables (whether new work or built upon an existing baseline): the Project milestone representing the start of the development phase for their Supplemental Deliverables (new work.) The specific dates for these payment-related milestones shall be determined and agreed to by all parties (the primary and secondary vendor, King County and the Participant requesting this work) prior to the start of execution of such work

10.7. Participant Payments – Directed To
All payments to the King County Imagery Reserve Fund shall be made by check payable to King County Finance, and sent to King County GIS Center, 201 S Jackson St, Suite 706, Seattle, WA 98104, Attn: Katy Cressey.

10.8. Participant Payments – General Limits
Except for a contingency amount, as determined by the PSG, King County shall not collect funds in excess of the amounts contracted with the Primary Vendor, Secondary Vendor and any contracted orthophotographic consultant, unless the contract price has been amended with a PSG-approved change order. All funds collected by King County shall be used solely to pay contract costs.

10.9. Criteria for Refunds to Participants
Should there be an excess of funds, King County will notify the Participants and refund any excess if greater than $10 if the affected Participant specifically requests the refund. Any excess not refunded shall remain in the Imagery Reserve Fund for use in subsequent regional imagery acquisitions, until this Funding Agreement (or as amended) expires, at which time all remaining funds will be refunded to the affected Participants.

10.10. Grant Funding Notifications to Fiscal Agent
If a Participant's contribution is made up in whole or in part of grant funds, the Participant agrees to provide King County with a copy of the contract between itself and the grant funding agency in order to assist King County and the PSG in complying with the requirements of any such grant. The grant contract shall be provided as soon as possible, and no later than upon signature of the Participant indicating acceptance of this Funding Agreement.

10.11. Other Participant Contributions
In addition to the fiscal commitment for purchasing the Standard Deliverables and/or optional Supplemental Deliverables, Participants may, but are not required to, actively participate in the Project as follows:

10.11.1. Become a TWG member
Participate as a member of the TWG. This may include assisting with any technical tasks or activities which assist in the successful completion of the Project.

10.11.2. Ad hoc participation in project tasks
Assist in any other ad hoc or planned work group.

10.11.3. Assist in QA/QC work
Perform any supplemental QA/QC of their own deliverables, either in conjunction with or in addition to the work being performed by the QA vendor.

10.12. Hardship or other Potential Discounts
At the discretion of the PSG, a hardship or other discount may be offered to certain parties under certain scenarios, when it is deemed in the best interest of participants as a whole and/or when it is deemed to be to the general benefit of citizens across the region. All such discounts would be allowed on a case-by-case basis and any such discount must be voted on and approved by the majority of the PSG membership. These discounts shall be limited in nature and are only intended to be only applied to a small percentage of participants.

As with all such votes, the result of such votes shall be recorded and retained by the PM.

10.13. No Sales Tax Applied
No sales tax will be applied to any Project deliverable or service unless required by law.

Section 11. LICENSING OF DATA
The following license rights, restrictions and terms shall apply to all Participants.

11.1. License Scope
All Participants are restricted to the use and, where applicable the redistribution to applicable parties, of those Areas of Interest paid for by the Participant. Such areas are restricted to the areas paid for by the Participant and as defined in their respective shape files which have been submitted and confirmed for both the Standard Imagery and the Supplemental Data project phases, except where modified under the section defining the permissions for "Mosaics."

11.2. Mosaics
Participants shall be allowed to request and receive single or multiple mosaics for areas including and surrounding their AOI, as required in order to create a rectangular, polygonal or similarly useable cartographic mosaic/s suitable for display purposes. The mosaic/s shall consist solely of highly compressed cartographic imagery, without DEM, stereo imagery pairs, or any other supporting data other, for those areas beyond which were not part of their designated Areas of Interest shapefile. Note: Participants shall only be allowed to receive the full-resolution tile imagery and associated supporting data for tiles which they have purchased at either the full project cost or, as allowed by the PSG, purchased based on an approved discount.

11.3. Standard Imagery and Deliverables – Licensing Terms
The following standard license terms shall be the default for all Participants not specifically excluded per prior precedence and notation of exclusion later in this section:

11.4. Standard Licensing Terms
Unless specifically requested at the inception of the project, all Participants shall be subject to the standard licensing terms as defined in the Vendor Agreements. The following rights and restrictions shall apply to all participants not previously exempted in the 2012 project:

The default terms shall apply to all Standard Imagery and Related Data shall be licensed from the vendor.

11.4.1. Use by Organization, Contracted Parties
The default license terms shall allow for the use by the Participant for its own business purposes and for any and all business purposes of any external parties with whom it has contracted with for the development of products or the development and/or provision of services. Additionally, it may redistribute to private individuals for non-commercial purposes only

11.4.2. Duration of use by Contracted Parties
The right of use for the data by such externally contracted parties shall be restricted to the duration of said contract, and external parties shall be required to erase, destroy and otherwise remove all instances of that data upon termination of the contract or completion of rendering the contracted service or services to the Participant.

11.5. Joint Ownership Licensing Terms – Limited Parties Grandfathered from 2012
The following terms shall apply solely to those parties grandfathered for 2015 based solely on the grounds they have been grandfathered into joint several ownership of data, with the vendor, based on their ownership negotiated in 2012. No other parties may be added to this list for the 2015 project due to prearranged terms with the acquisition vendor, required to reach an agreeable price point which was acceptable to all parties.

11.5.1. Group grandfathered from 2012
A limited set of Participants previously exempted under the 2012 Agreement shall be allowed to retain jointly unrestricted ownership of the data and imagery, shared with the Acquisition Vendor, specifically and solely limited to their defined and purchased Area of Interest, per their defined shapefile recorded with the Project's records. Geographic scope

11.5.2. List of Parties Grandfathered for Joint Ownership
The parties grandfathered into the Joint Ownership licensing option are:

11.5.2.1 The city of Bellevue,

11.5.2.2 The city of Burien,

11.5.2.3 The city of Shoreline,

11.5.2.4 The city of Bothell,

11.5.2.5 The city of Kirkland,

11.5.2.6 The city of Issaquah,

11.5.2.7 The city of Snoqualmie,

11.5.2.8 The city of Sammamish,

11.5.2.9 The city of Mercer Island,

11.5.2.10 The city of Tukwila, and

11.5.2.11 The Lakehaven Utility District.

11.5.3. Geographic Scope
Such unrestricted use shall not extend beyond their AOI, as with all licensing terms.

11.5.3.1 Joint ownership with the Acquisition Vendor
Under these terms, the Participant shall own the data and have full usage rights, jointly and severally useable for all purposes by both the Participant and the Acquisition Vendor.

11.5.3.2 Public Disclosure where applicable
Additionally, under these terms such permissions may require the Participant to support the requirement for redistribution under relevant Public Disclosure laws.

11.5.4. Vendor Ownership / Full Usage Retained
Under both of the preceding licensing terms above, the vendor shall retain full and/or joint several ownership for all Project deliverables and data, including but not limited to the full right for re-use, resale and/or development without chargeback or any other cost to the vendor, by any or all Participants, for any and all purposes, including for resale to any other clients, including other Participants.

11.6. All Supplemental Deliverables
The following stipulations shall apply with regards to Supplemental Data licensing:

11.6.1. License terms to be negotiated for Supplemental Data Only
Regarding the licensing or ownership of all optional Supplemental Data deliverable purchased by each Participant, such shall be subject to whatever licensing rights are agreed to by the Participant, King County as Fiscal Agent, and the Acquisition Vendor. All such terms shall be explicitly documented in the relevant Change Order describing any authorizing the development and delivery of the relevant Supplemental Data.

Section 12. ADDITION OF PARTICIPANTS

No new Participants may be added to the Project following execution of the contract with the Acquisition Vendor, which occurred on March 11th, 2015. Any parties interested in obtaining the imagery, vector, or other project-related data deliverables shall be referred to the Project's Acquisition Vendor for potential purchase, at a price which they shall separately negotiate with the vendor independent of the Project.

Section 13. FINALIZATION OF PROJECT EXTENTS, RESOLUTION AREAS

The following terms, dates and milestones shall apply to the setting of both overall project extents and the setting of resolution boundaries.

13.1. Requests to Expanding Project Extents
Prior to the Project milestone marking the initial freeze of the overall Project area extents and resolutions boundaries, potential Participants may request of the PSG that their AOI be included in the Project extents even if some or all of the AOI would result in an expansion of the initially planned Project area. Any such Project area expansions however must be approved by the County and the PSG.

13.2. Requesting Tiles by Resolution
Further, they may request any resolution boundaries they wish, with the caveat that the final captured and billed resolution will be based on the highest resolution for any given tile requested by any participant as outlined elsewhere in this agreement.

13.3. Timeline for the Freeze of both the Project Extents and Resolutions Boundaries
The following terms shall apply to the freezing of the Project extents and resolution boundaries:

13.3.1. Date for Freeze of Project Extents and Resolutions
The date for finalization of the Project extents and resolution boundaries will be published in email to all Participants no less than thirty (30) calendar days before the extents and resolution boundaries are finalized.

13.3.2. Participation After Finalization of Extents and Resolution Boundaries
Once the freeze of the Project extents and resolution boundaries occurs, any new potential Participants' AOIs and resolution definitions must both fall fully within the existing areas established for the Project and be congruent with the existing resolution boundaries.

13.3.3. Exceptions to these Rules Solely Allowed per Vote of the PSG
Any requests for exceptions to these restrictions must be passed by a majority vote of the PSG and will be based on various factors, including but not limited to the benefits to other Participants with regard to pricing, etc. gained from the additional revenue for the new Participant joining the Project. The PSG holds all approval or rejection rights in this regard, subject to the standard final decision authority of the Project Sponsor.

Section 14. INDEPENDENT CONTRACTOR

Services provided by King County under this Funding Agreement are those of an independent contractor. Employees of King County are and will remain employees of King County. Employees of the other Participants are and will remain employees of their respective Participants. Nothing in this Funding Agreement shall be construed to render the Participants partners or joint venture members.

Section 15. INDEMNIFICATION

Each Participant shall defend, protect and hold harmless the other Participants from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that Participant's employees, agents and/or authorized subcontractor(s) while performing this this Funding Agreement.

Section 16. AMENDMENT

The Participants may amend this Funding Agreement by means of a mutually accepted Counterpart or Counterparts. Such amendments shall not be binding unless in writing and signed by personnel authorized to bind each of the Participants.

Section 17. CHOICE OF LAW AND VENUE

This Funding Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Funding Agreement shall be instituted only in a court of competent jurisdiction in King County.

Section 18. INTEGRATION CLAUSE

This instrument, along with the associated Appendices, embodies the entire agreement of the Participants with respect to funding of the relevant Project contracts and share costs. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between any Participant and King County.

Section 19. TERMINATION CLAUSE

In the event that King County decides not to hire a vendor, this Funding Agreement will terminate and all Participants will receive a full refund of their contributed funds.

Section 20. NO ASSIGNMENT

The Participants shall not subcontract, assign, or delegate any of their rights, duties or obligations under this Agreement without the express prior written approval of King County.

Section 21. DISPUTES

In the event that a dispute arises under this Agreement, the Participants shall endeavor to resolve the dispute in an amicable manner by direct discussions. The Participants may elevate the dispute to the PSG for resolution. If not resolved by the PSG by mutual agreement, then the Participants may engage in alternative dispute resolution by mutual agreement. No Participant waives its rights to seek legal remedy in the jurisdiction and venue stated in Section 17.

Section 22. NOTICES

All notices and other communications shall be given to the PM and all notices and other communications to the other Participants shall be given to the PSG member for each Participant. Notices shall be given in writing and shall be sufficiently given and shall be deemed given three (3) calendar days after the date by which the same has been (a) mailed by certified mail, return receipt requested, postage prepaid, to the mailing address shown adjacent to the signatures of the Participant to whom it is addressed or (b) sent by email, with adequate proof of receipt retained by the sender, to the email address shown adjacent to the signatures of the Participant to whom it is addressed. Any of the Participants may, by notice to all other Participants, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 23. EFFECTIVE DATE; TERM

This Agreement shall take effect immediately following its execution by each Participant, notwithstanding the fact that not all Participants may have executed their agreements, and shall expire at the end of December 31, 2016, unless terminated sooner. PROVIDED, however, that a Participant's obligations after December 31, 2014, are contingent upon local legislative appropriation of the necessary funds for this specific purpose. This Agreement may be amended to allow it to be used for subsequent coordinated data collection efforts, including, but not limited to, future orthoimagery acquisitions.

Section 24. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section 25. COUNTERPARTS

This Agreement may be signed in its original form, to include one or more counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

With regards to final pricing for all Standard Deliverables and Related Data, Please refer the unique Funding Agreement Counterpart which has been included as an attachment to this agreement and distributed to your organization.

The Counterpart or Counterparts shall contain:

a) The fully itemized actual Funding Agreement Section 25 (see example table below for a generic, non-priced representation of the actual information to be included in your organization's Counterpart.

Name of Participant	1. Funding Commitment: Standard Deliverables (imagery)	2. Funding Commitment: Supplemental Deliverables	3. Shared Participant Costs	4. Individual Participant costs	**5. Funding Commitment: TOTAL**
City of Redmond	$ 7,527.08	$ 0.00	$ 5,505.64	$ 53.99	**$ 13,086.72**

...along with a 5 point enumerated list describing how the pricing in the table found in the Counterpart was established.

1. Note:Item 1 costs shall include the Participant's Standard Deliverables (base cost), plus the applicable Project contingency fee based on invoicing date (15% total if invoiced partially or fully in 2015; 25% for those parties who require projected full invoicing in 2014)

2. Item 2 costs shall include the Participant's Supplemental Deliverables (base cost plus the 15% project contingency fee)

3. Item 3 costs shall include all shared Participant costs

4. Item 4 costs shall include all individual Participant (non-shared) costs specific to that Participant, such as shipping charges

5. Funding Commitment TOTAL is the sum of Items 1 through 4

b) Any other terms to be included, modified or amended as required by the Participant's policies, applicable ordinances or laws within their jurisdiction or geographic area.
c) Specific document approval dates or payment terms for those Participants not using the procedures stated in the main body of this Agreement.
d) The Funding Commitment information from each Participant will be summarized in a report distributed to all members of the PSG.

Section 26. 2015 Regional Aerials Agreement Acceptance

(NOTE: Executing this section commits party to acceptance of all terms and conditions within this contract, including its Addendums. Additionally, a similar signature execution page is present in any or all Counterparts which are a part of this agreement, to execute any terms which supersede all prior signings of the original Agreement.)

City of Redmond, WA
Participant Organization

PO B 97010 Redmond, WA 98073
Participant Address

[signature] for
Participant Signature

10/28/15
Date

John Marchione
Participant Print Name

Mayor
Print Participant Title

Optional Form - Approvals by Board, Agency or Other Authority

(**Note**: this section is **optional** and is provided for each Participant should the Participant's specific agency require it. Completion of this section is NOT necessary for the purposes of formally committing to this agreement. This additional information was requested by certain entities who wished their copy of the contractual agreement to contain relevant internal approval process tracking information so that all required approval information would be contained within this agreement.

_____

Approval Party Organization

_____

Approval Party Address

_____ _____

Approval Party Signature Date

_____

Approval Party Print Name

_____

Approval Party Print Title

...along with a 5 point enumerated list describing how the pricing in the table found in the Counterpart was established.

1. Note:Item 1 costs shall include the Participant's Standard Deliverables (base cost), plus the applicable Project contingency fee based on invoicing date (15% total if invoiced partially or fully in 2015; 25% for those parties who require projected full invoicing in 2014)

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City of Redmond, WA
Participant Organization

POB 97010 Redmond, WA 98073
Participant Address

MB Bailey for
Participant Signature

10/28/15
Date

John Marchione
Participant Print Name

Mayor
Print Participant Title

King County Signature

King County
ORGANIZATION

401 5th Ave, Seattle, WA 98104
PARTICIPANT ADDRESS

William S. Kehoe 1/20/2016
AUTHORIZED SIGNING AUTHORITY - SIGNATURE DATE

William S. Kehoe WILLIAM S. KEHOE
AUTHORIZED SIGNING AUTHORITY - PRINTED NAME

Chief Information Officer, King County
AUTHORIZED SIGNING AUTHORITY - TITLE

Optional Form - Approvals by Board, Agency or Other Authority
(**Note:** This additional signature section was requested by certain entities who wished their copy of the contractual agreement to contain relevant internal approval process tracking information so that all required approval information would be contained within this agreement. This section is **optional** and is provided for each Participant should the Participant's specific agency require it. Completion of this section is not necessary for the purposes of formally committing to this agreement.

Approval Party Organization

Approval Party Address

Approval Party Signature Date

Approval Party Print Name

Approval Party Print Title

Addendum A

2015 Regional Aerials Project Cost Allocation Model - Overview

Two Types of Deliverables

There are 2 types of deliverable components for the 2015 Regional Aerials Project Cost Allocation Model.

Component 1 deliverables are the Imagery and its supporting deliverables. This component affects all Participants.

Component 2 deliverables are the Supplemental Data deliverables (digital terrain model (DTM), contours, impervious surface layers and others.) **This component affects the costs for only those Participants who decide to also request these optional products.**

The costs for both deliverable component types listed above may be affected by cost-sharing, either directly or indirectly. Cost sharing is determined by overlaps in each Participant's Area of Interest (AOI) and other factors. The cost-sharing impact is generally much more significant for the imagery component than for the Supplemental Data component due to the way that AOIs and deliverable footprints are defined for each, the unique specifications and requirements typically provided for each Supplemental Data Change Order; and the fact that few Participants request the optional Supplemental Data deliverables.

Six Project Stages Defined

The Project will be executed in six stages. While these stages in some cases may have some degree of overlap based on resources and general vendor resources, they are organized in this Agreement as follows:

Stage 1 – Planning and Preparation
Stage 1 consists of all preparatory Project work related to the initial flight window as well as high level planning for all later stages. Stage 1 deliverables are required for the development and delivery of all Standard Imagery and Related Data being requested by all Participants and as such, Stage 1 costs shall be borne by all Participants based in proportion to their AOI and any related cost sharing factors.

Stage 2 – Imagery and Data Acquisition – Flights
Stage 2 begins with the start of the flight window and includes the full flight window as well as the post-flight-window Preliminary Deliverables work, QA validation and any other required re-work related specifically to "Component 1: Imagery and Related Deliverables. Stage 2 deliverables are required for the development and delivery of all Standard Imagery and Related Data being requested by all Participants and as such, Stage 2 costs shall be borne by all Participants based in proportion to their AOI and any related cost sharing factors.

Stage 3 – Development, QC and Delivery of all Standard Deliverables
Stage 3 consists of the analytical aero-triangulation and other production processing work which shall be done by the vendor to provide all standard imagery and related deliverables. Stage 3 deliverables are required for the development and delivery of all Standard Imagery and Related Data being requested by all Participants and as such, Stage 3 costs shall be borne by all Participants based in proportion to their AOI and any related cost sharing factors.

Stage 4 – Supplemental Data – New Data (not built upon an existing baseline)
Stage 4 consists of the period in which work is being done for any Participants related to New Supplemental Data and Deliverables. All such Stage 4 Supplemental Data work shall be outlined in Participant-specific Change Orders, with each Change Order having its own pricing. As such, the costs related to work in this stage shall be borne by each Participant requesting such work.

Stage 5 – Supplemental Data Built Upon an Existing Baseline; DTM and Contours
Stage 5 consists of the period in which work is being performed related to deliverables for Supplemental Data built upon an existing baseline. This stage also shall include all work related to DTM and contours. All such Stage 5 Supplemental Data work shall be outlined in Participant-specific Change Orders, with each Change Order having its own pricing. As such, the costs related to work in this stage shall be borne by each Participant requesting such work. At the discretion of the County (as Project Fiscal Agent), the Acquisition and QA vendors, the work in Stage 5 may be done concurrently with Stage 4.

Stage 6 – Project Closure
Stage 6 shall consist of all project closure activities, including such work by the County and vendors to ensure all final deliverables have been received; final data archived and indexed for future access; vendor invoices processed; post-project "Lessons Learned" and similar analyses completed; and final status reporting to all Participants done.

Costs, Milestones, Contingencies and Commitment Dates for Participation

Total Cost

As you will see in the sections below, there are a number of more detailed scenarios and factors such as type of data; whether the work is "new work" or "based on previous baseline"; etc. which can influence a Participant's final cost. However, the following *general principles*, which apply to all Participants, are outlined below to provide clarity on the overall milestones, required steps, deliverables and financial commitment that apply to the majority of Participants.

Please note that a Participant's Total Project Cost will be the total of all Shared Costs for all phases, plus the specific costs related to Component 1 (the Imagery and Related Deliverables) section plus, where applicable, Component 2 (the Supplemental Data and Deliverables.)

Note: It is expected that not all Participants will choose to request Supplemental Data Deliverables and some Participants therefore may have no costs associated with Component 2: Supplemental Data Deliverables

General Cost Principles

Calculation of Shared Costs

All Shared Costs Calculated by Phase
All shared costs will be calculated by Project stage as defined above and as applicable to only those

Participants to whom each stage applies.

"Stage Multiplier" Calculation
For the purposes of cost calculations of individual Participants, each stage shall have a proportional "Stage Multiplier" percentage calculation applied to it, determined by the amount of calendar time spent on that phase as a percentage of the overall projected project schedule. This ratio will then be used to calculate costing factor related to each of the phases. These 3 percentages shall total 100% of the overall project schedule (first decimal precision.)

"Participant Proportional Ratio"
For the purposes of cost calculations of individual Participants, each Participant will have a proportional "Participant Proportional Ratio by Stage" determined. This value shall be set per stage.

Stages 1 and 2 Costing
For Stages 1 and 2 the Participant Proportional Ratio shall be set according to tiles defined in each Participant's AOI, with shared tiles being divided according to the number of Participants desiring the same deliverable for that tile.

Stage 3 Costing
Stage 3 costing is measured by the AOI square mileage.

Stage 4, "New Work" Only Costing
The only cost sharing for AOIs for Supplemental Data and Deliverables (the deliverables in Stage 4 is related to identical deliverables for specifically overlapping square mileage as defined in 2 or more parties' AOIs and only when that work is not based upon any existing baseline data..

Stage 5 "Build Upon and Existing Baseline" Costing
For Stage 2 Supplemental Deliverables and Data which are based upon an existing baseline, there are no cost sharing methods employed due to the nature of the work.

Stage 6 Project Close Out Costing
Stage 6 costs apply to all Participants and as such, Stage 6 costs will be borne identically to Stages 1 and 2, according to tiles defined in each Participant's AOI, with shared tiles being divided according to the number of Participants desiring the same deliverable for that tile.

NOTE: Only stages applicable to each Participant will be invoiced. Participants will only be invoiced for those stages in which they have requested relevant deliverables.

Shared Cost Determination
For each Shared Cost, the value is determined by:
1. Stage Multiplier (defined above) for each applicable phase, multiplied by
2. Participant Proportion by Stage
3. The sum of all Project costs for that Shared Cost category

Note: the final Shared cost is the sum of the individual Shared Cost categories for all applicable stages, according to the deliverables chosen by the Participant.

Shared Cost Categories
Shared Cost Categories include:

1. PM Costs
   PM costs include all PM staffing costs associated with performing the PM duties outlined earlier in this Agreement

2. Shared Primary Vendor Costs

3. Shared Secondary Vendor Costs

4. Supplemental Staffing Costs (as stated in Section III, to include such support as orthophotographic project consultant, GIS expert, project administrator or other supplemental staff, if contracted or otherwise hired for a portion or the duration of the Project, as required to meet the Project goals.) Any such staff must be authorized by the PSG and the Project Sponsor.

Other Potential Shared Costs

Water-based Tiles (Puget Sound)
Tiles within Puget Sound, not included in any Participant's AOI, will be acquired as standard orthoimagery deliverables to ensure continuity of data. This additional cost will, similar to PM costs, QA costs, etc., be added as overhead proportionally to each Participant's imagery AOI costing.

Tiles Including Partial Water within a Requested AOI
Water areas are treated the same as land areas. There is no discount for a Participant if its AOI includes tiles or a shape file definition that contains water areas, regardless of what percent is water.

Partial Tiles Not Allowed
Partial tiles are not allowed in the definition of a Participant's AOI for Imagery and Related Deliverables.

Tiles Which Have Existing Supporting Ground Control Data
All tiles, regardless of any pre-existing DEM and Control (GCP), are assigned the same deliverable and overhead costs. There is no mitigation or weighting due to variation in the extent or quality of supporting data.

Individual Participant Costs
The following items are costs which would be borne by the specific Participant requesting such work:

1. **Change Order Costs – Acquisition and QA Vendor Expenses**
   All costs for any third-party assistance which has been contracted by a single Participant or group of Participants to assist with their own Project goals or deliverables, typically done by way of a Change Order, will be borne solely by the applicable Participant or Participants involved.

2. **Individual Participants' Administrative Costs**
   All non-personnel administrative costs incurred, including but not limited to shipping, post-processing, custom products, etc., will be deducted from a Participant's contingency on an as-needed basis.

3. **Project – Other Administrative Costs**
   Costs for any general administrative work as assigned to King County (apart from PM services) will be borne solely by King County. Likewise, all administrative or technical work performed by any Participant or its own contractors will be borne by that Participant. This includes but is not limited to any supplemental field or ground control work done by the Participant, beyond that defined in this Agreement.

Final Pricing

As the Secondary (QA/QC) Vendor has been hired on a capped, sliding scale Agreement rather than a fixed fee basis (wherein their sample QA rate shall be determined based on the severity and frequency of defects found in their most recent test pass), the final pricing will not be known until the Project completion. As a cost cap was established however for this contract, the cap shall be used to generate the "worst case" pricing estimates as well as invoices generated for each Participant.

Upon Project completion of deliverables for all Participants for the Imagery and Standard Deliverables stage, a calculation shall be done to determine any overpayment by all Participants.

Contingency Percentages to be Applied

2015 Invoicing Only – Contingency Amount
For those parties who wish to be billed solely in 2015 or for those parties who wish to be partially billed in 2014 and the remaining amount in 2015, a standard contingency percentage of fifteen percent (15%) shall be applied to their total Standard Deliverables pricing.

2014 Invoicing Only - Contingency Amount
For those parties who wish to be billed entirely 2014, a standard contingency percentage of twenty five percent (25%) shall be applied to their total Standard Deliverables pricing. This higher contingency percentage is designed to offset the greater number of unknowns to be present at the earlier invoice date than would be known later in the Project.

Contingency Added to Estimate
The contingency amount will be added to the base costs for the calculation of their total invoice amounts. This contingency will be included in all initial pricing estimates distributed, as well as the final invoice.

Unused Contingency to be Refunded
All unused portions of the contingency are refundable at the conclusion of the Project.

Contingency Purpose
Contingency fund collection is intended to ensure that Project cost changes due to unforeseen Project circumstances will not cause undue risk of parties withdrawing from the Project related to escalating pricing late in the Project.

Component Categories

Note: These descriptions are intended to provide clarification of these costs and mechanisms specific to Component 1 deliverables and should not be considered a comprehensive description.

Component 1: Imagery and Related Deliverables
Each Participant will receive a standard set of imagery and related data deliverables as the default, non-optional deliverables for the Project. These deliverables include such items as the raw imagery, coordinates for photo centers, standard orthoimagery, orthomosaics, ground control, and analytical aero-triangulation solution.

Component 2: Supplemental Data Deliverables Cost

Supplemental Data Deliverables – List
Each Participant has the option to request additional (supplemental) deliverables. Such supplemental data deliverables may include:

1. Additional work on the DEM used for ortho rectification in order to create a Digital Terrain Model (DTM) suitable for detailed contours. This includes creation of contours.
2. Polygons defining building roof outlines (building impervious)
3. Polygons defining transportation surfaces (transportation impervious)
4. Polygons defining other impervious surfaces (not building impervious or transportation impervious)
5. Other deliverable options as defined by the approved SOW.

Supplemental Data Deliverables – General Descriptions, Factors and Mechanics

The following definitions, factors and mechanics apply to all Supplemental Deliverables activities for this Project, regardless of whether the work is "New Work" (no existing data baseline to be reconciled) or "Build Upon an Existing Baseline" (data to be correlated with an existing baseline dataset.)

Note: These descriptions are intended to provide clarification of these costs and mechanisms and should not be considered a comprehensive description.

1. **Supplemental Data Deliverables - Total Cost**
   Total Supplemental Data deliverables costs will be the sum of each of the "general" individual deliverable costs related to Supplemental Deliverables as described below, *in addition to* those expenses outlined and described in the applicable section/s for "New Work" and "Build Upon and Existing Baseline" as applicable.

2. **Adjustments to the Participant's Supplemental Deliverables Request**
   Unlike imagery, most Supplemental Deliverables requests can, if needed, be adjusted without changing flight plans or other related flight window tasks. However it is agreed that should a Participant's original Supplemental Deliverables area decrease significantly or require cancellation

altogether, solely in the case of "New Work", some charges may still apply (see "Supplemental Deliverables – New Work, Reduction of AOI After Start of Work" section below for details.) Any such charges still charged to the Participant will be at the sole discretion of a majority vote of the PSG, using as a guideline whether a reduction in "New Work" AOI by a Participant would result in a notable cost being passed onto the remaining Participants requesting "New Work" Supplemental Deliverables.

3. **Timing of Supplemental Data Change Orders**
As all Supplemental Deliverables work is anticipated to occur following the closure of the imagery acquisition flight window, Participants requesting Supplemental Deliverables do not need to formalize their requests prior to the start of the flight window, as is required for imagery deliverables. Instead, for Supplemental Deliverables Participants will have the opportunity to freely adjust their AOI for Supplemental Deliverables until the start of these activities. In most cases, with the exception of "New Work" AOI reduction, adjustments to such AOIs will be allowed during the Supplemental Deliverables work, up until such a time as that area's production commences. Such adjustments will be generally be accepted to the extent possible, at the discretion of the PSG.

4. **Supplemental Deliverables – New Work, Reduction of AIO After Start of Work"**
As outlined elsewhere in this section, for supplemental deliverables which do not need to be correlated to an existing baseline, Participants may see potential savings due to shared costs with other Participants for those areas which have overlapping AOIs. As parties may have been notified of the pricing estimates for their AOIs (including such shared savings), prior to the start of work for Supplemental Deliverables for a given area. Should any Participant significantly reduce their AOI in areas that include areas shared with other Participants after work on that area commences, such a change could cause an increase in the pricing for other Participants. To prevent this issue, any Participant that requests Supplemental Deliverables – New Work, and who reduces their AOI in areas shared with other current Participants, shall remain liable for their proportional costs of any such shared areas, at the discretion of a majority PSG vote based on such items as level of pricing impact to other Participants, as outlined elsewhere in this document. This stipulation is designed to protect, to the greatest degree possible, the pricing expectations set by the project with all Participants requesting Supplemental Deliverables – New Work.

   Note: Final determination regarding remaining liability costs being applied to a given Participant shall be made by a majority vote of the PSG.

Supplemental Deliverables – Two Cost Allocation Models

There are two potential models which may be applied by the Project for Supplemental Data Deliverables, determined by whether the deliverables are "**new work**" or "**build upon an existing baseline**." New work is much simpler and more easily/quickly executed by the Primary Vendor - and QA'd by the Secondary Vendor. Updates based on building upon an existing baseline must be correlated to an existing baseline dataset and are both more complex and more time consuming, and therefore may cost more than "new work." The following costing models reflect this reality.

Note: If necessary, each Supplemental Deliverable type requested may have its own unique AOI definition.

1) **Supplemental Deliverables Cost – New Work**

The Supplemental Deliverables – "New Work" cost allocation model shall be considered the correct approach when no existing baseline must be accommodated by the Primary and Secondary vendors. For such deliverables, the following model applies.

a) **"New Work" AOI definition**
Each Participant defines its AOI based on its business needs, **including an adequate buffer**. No additional buffer will be applied by the Project. The AOI may be the same or smaller than the Imagery AOI. It does not need to conform to the 3000-ft grid used to define the Imagery AOI.

b) **"New Work" Unit Costing by Deliverable Type**
Each Supplemental deliverable type is assigned a per square mile unit cost unique to that deliverable type specifically for "New Work."

c) **"New Work" Supplemental Deliverables AOI Calculation**
Each Supplemental Data deliverable's AOI is calculated per square mile, irrespective of alignment to the predefined imagery tile grid.

d) **"New Work" Supplemental Deliverables Cost Calculation Method**
The cost calculation method for each Supplemental Deliverables product is:
square miles of a Participant's Supplemental Deliverable AOI multiplied by the unit cost for the applicable deliverable type, divided by the actual area of overlap with other participants (if any) for that specific deliverable type and area.

NOTE: For "New Work" Supplemental Deliverables in areas with overlap, the cost of each deliverable will be divided equally among affected Participants on the basis of the actual overlap area for that specific deliverable type.

e) **Same Standard, All Participants**
All deliverable types for all Participants will be delivered according to the same specifications as defined in the SOW.

NOTE: If additional work (usually an additional attribute) is required for a given deliverable for a specific Participant or a non-majority group of Participants, such a request or requests will be considered data updates, as such, costs will be calculated as documented in the "Supplemental Deliverables - Build Upon an Existing Baseline" section

f) **Additional "New Work" Participants**
"New Work" AOIs for additional Participants may be added so long as the extent required by the new AOIs fall within the combined extent of the existing Participants' AOIs, the work can be completed within the existing Project schedule, and the new Participants adopt all other existing Project specifications as outlined in the SOW.

g) **All Applicable Costs Apply**
All other Supplemental Deliverables costs for "New Work" work shall apply, as documented in the "Supplemental Data Deliverables – General Descriptions, Factors and Mechanics" section above.

2) Supplemental Deliverables – Build Upon an Existing Baseline

For Participants who are receiving updated deliverables (i.e., data exists and is supplied to the vendor), the Supplemental Deliverables – "Build Upon an Existing Baseline" option may be selected by the Participant as the desired approach. For such deliverables, the cost allocation model for "Build Upon and Existing Baseline" would apply:

a) **Total Price is the Sum of All Costs**
A Participant's total Supplemental Cost is comprised of the sum of all applicable line item Supplemental deliverable costs, *where each deliverable is uniquely defined for that Participant.*

b) **Various Standards May Be Utilized in Change Orders By Individual Participants**
Supplemental Data Change Order/s for a specific Participant may be specified utilizing unique specifications to that Participant, due to the fact that such "Build Upon Existing Baseline" deliverable are generally negotiated on a unique, individual basis, apart from other Participants' deliverables and contracted Change Orders.

c) **Separate Pricing Model Applied**
The cost of each line item is also uniquely negotiated based on various factors, including but not limited to such items as the state of the existing data, the area the update entails, and other, potentially unique requirements and specifications, as outlined by the Participant requesting that deliverable within their Change Order.

d) **Additional "Build Upon an Existing Baseline" Participants AOIs – Same Change Order**
Under certain circumstances (listed below) the AOIs for additional Participants may be added to a previously negotiated, documented and mutually accepted Change Order (a Change Order already accepted by the County, requesting Participant, QA Vendor and Acquisition Vendor.) Such an addition shall be acceptable only if all aforementioned parties, as well as the new requesting party, agree to the following conditions, along with any other specific conditions the parties may believe are relevant to the specific Change Order:

i) The requested deliverables are the same or substantively the same, such that the nature and timing of already-negotiated deliverables would remain unchanged for existing Change Order Participant/s
ii) The existing baseline Participant data to be added is of the same or higher quality than that baseline data already included in the existing Change Order's accepted AOI
iii) The pricing model already negotiated in the mutually accepted Change Order would not be required to change on a per-unit or per-deliverables basis
iv) No undue risk to scope, schedule or budget are incurred by the addition of the new deliverables, geographic scope or other changes required for the additional
v) All existing specifications, acceptance criteria and other requirements already documented in the Change Order would remain unchanged – or that any change incurred by the additional Participant/s are acceptable to all Parties
vi) Participant/s to be included in the existing Change order

e) **All Applicable Costs Apply**
All other Supplemental Deliverables costs for "Build Upon and Existing Baseline" work also apply, as documented in the "Supplemental Data Deliverables – General Descriptions, Factors and Mechanics" section above.

Section 27. (End of Agreement)