

**INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE
OF GEOGRAPHIC INFORMATION SERVICES**

CLARK COUNTY, WASHINGTON

AND

CITY OF VANCOUVER, WASHINGTON

THIS IS AN INTERLOCAL AGREEMENT, entered into this 12th day of Feb', 2019, under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation (the "City") and Clark County, Washington, a political subdivision of the State of Washington (the "County") related to geographic information services.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, Clark County has developed a regional Geographic Information System (hereinafter referred to as "GIS") and has invited all jurisdictions within the county to join the regional GIS; and

WHEREAS, Clark County develops, maintains, stores and provides electronic access to over 200 data layers in the regional GIS by way of computer systems, intranet services and computer applications; and

WHEREAS, the County and the City entered into two separate Interlocal Agreements, one on July 9, 2001 for general fund related GIS support and another on October 12, 2005 for Public Works related GIS support, which the Parties now wish to replace with this Agreement.

NOW, THEREFORE, THE CITY AND COUNTY AGREE:

SECTION 1: BACKGROUND

The purpose of this Agreement is to document City and the County's joint use and sharing of services and expenses relating to the GIS. This Agreement supersedes and replaces the Parties' Interlocal Agreements for the Operation and Maintenance of Geographic Information Services, dated July 9, 2001 and October 12, 2005.

SECTION 2: DURATION OF AGREEMENT

- A. This Agreement shall become effective on the date the Agreement is signed by the County and the City and shall remain in effect until either Party terminates this Agreement as described below.

- B. This Agreement can be terminated by either Party upon thirty (30) days written notice to the other Party. Such termination shall become effective thirty (30) days after actual delivery.

- C. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the mailing address specified under Section 14 below.

SECTION 3: SUBSCRIPTION FEES

The City shall pay to the County an annual subscription fee for the products and services provided under this Agreement. The annual subscription fee shall be calculated by multiplying one dollar (\$1.00) by the number of parcels within the Vancouver city limits and by multiplying twenty five cents (\$0.25) by the number of the City's combined water, sewer, and surface water customer accounts , and then adding the two results together. The number of customer accounts and the number of parcels will be provided to the County by October of each year. This information will be used to calculate the subscription fee due in January of the subsequent year. Subscription fees are due January of each calendar year or upon receipt of invoice from the County. The annual subscription fee can be modified by written agreement between the parties for any subsequent term of this Agreement.

SECTION 4: SERVICES PROVIDED BY THE COUNTY BY SUBSCRIPTION FEE

Partnership membership pays for delivery of the following services to the City; which are summarized as:

- GIS Program coordination
 - System and database administration for the GIS
 - Cooperative GIS data sharing as determined by the County and the City
 - Cooperative GIS projects as determined by the County
- A. The County shall provide to the City access to the County's complete library of published GIS data. Access will be provided via dedicated feature services, network servers, and/or DVDs. Access does not include hardware or software that might be necessary for connecting, reconnecting, or modifying the City's access to the County's system.
- B. The County shall coordinate with the City to establish cooperative and efficient methods for the maintenance of GIS data that meet the business requirements of the City and the County.
- C. The County shall provide to the City a site license that will allow all City staff access to the County's Premium GIS website.
- D. The County shall allow the City to customize "MapsOnline" to establish an internet mapping site that meets the City's needs. The County shall provide support and maintenance of the site as part of this Agreement.
- E. The County shall provide the City with GIS related technical support during the County's operating business hours and prioritized among the County's GIS workload.
- F. The County shall provide City-specific GIS services on a fee-for-service basis as requested by the City. Such GIS projects include, but are not limited to, custom tools and processes, system and database administration, and GIS analysis. County staff time spent on project management, planning, development, training and enhancements to such City projects will consume credit hours or additional fees. The County shall provide one hundred (100) hours

of credit toward GIS fee-for-service billable time annually. Work performed by County staff not included under the annual subscription fee will be charged at published GIS hourly rates for any time above the one hundred (100) credit hours. GIS hourly rates are updated annually, approved by the State Auditor, and are published on the County's GIS website. The City shall have the right to audit the County for all financial records pertaining to GIS services and corresponding fees charged to the City. The County Manager or his designee may approve scopes of work and remuneration. City projects will be prioritized among the County's GIS workload.

G. The County shall provide GIS system administration and database administration for City data stored on the County's GIS servers.

H. The County attempts to keep their GIS system running 24/7 subject to the following exceptions:

- i. The County's GIS servers are taken offline on a regular basis during evenings and weekends for regularly scheduled maintenance processes. Regular maintenance will prevent access to the GIS feature services. The County will make every effort to notify the City of planned outages. The County is not obligated to change its practices to minimize or eliminate these outages to support the City's application or other business needs.
- ii. The County is not responsible for providing support during non-business hours.
- iii. The County does not monitor GIS web service availability during non-business hours.

SECTION 5: CITY RESPONSIBILITIES

- A. The City shall work with the County to provide accurate data in a mutually acceptable format.
- B. The City shall allow the County to use data provided by the City as open public records, unless data is documented in writing as restricted.
- C. The City shall submit to the County an annual subscription payment established by this Agreement under Section 3.

SECTION 6: DISPUTE RESOLUTION

- A. In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the City Manager's and the County Manager's designated representatives shall review such dispute and options for resolution. If the designated representatives do not resolve the dispute, it shall then be referred to the City Manager and the County Manager for resolution. The decision of the Managers regarding the dispute shall be final as between the Parties.
- B. Any dispute concerning the terms of this Interlocal Agreement that cannot be resolved by the negotiation process set forth herein shall be submitted to mediation with the Parties agreeing to a neutral mediator. Both Parties hereby agree to participate in such mediation in good faith, but nothing herein obligates either Party to resolve the dispute in such mediation.

SECTION 7: HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, arising out of, or in connection with, or incident to, a default in the performance of this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the non-defaulting party, the defaulting party retains the right to participate in said suit if any principal of public law is involved.

SECTION 8: ASSIGNMENT

Neither Party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

SECTION 9: NO THIRD PARTY BENEFICIARY

The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County does not intend by the Agreement to assume any contractual obligations to anyone other than the City. The City and County do not intend there be any third-party beneficiary to this Agreement.

SECTION 10: NO EMPLOYER/EMPLOYEE RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and the City, or between any of the County's or the City's employees.

SECTION 11: DISPOSITION OF CAPITAL UPON TERMINATION OF AGREEMENT

- A. In the event of a termination of this Agreement, any equipment or personal property used to effectuate this Agreement shall become the sole property of the party who originally paid for the equipment or personal property.
- B. The County will provide copies of non-sensitive GIS databases upon request at the termination of the agreement. However, the County will not provide copies of databases that were received from other, third party agencies that include restrictions of use set by those agencies (such as endangered species, archeological sites, Clark Public Utilities, or any other agency that has placed restrictions of use on their data), sensitive or proprietary databases that are integrated with GIS databases (such as the Assessor's database, which is not a GIS database and has a proprietary database structure).
- C. Upon termination, the County will no longer be responsible for maintaining any data products designed for the City. The City is entitled to keep all data acquired under this Agreement that is stored on City owned computers, servers and databases.

SECTION 12: ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to contrary.

SECTION 13: AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

SECTION 14: NOTICES

Notices to the City that pertain to this Agreement shall be sent to:

Vancouver City Manager
P.O. Box 1995
Vancouver, WA 98668-1995

Notices sent to the County that pertain to this Agreement shall be sent to:

Clark County Manager
1300 Franklin Street
P.O. Box 5000
Vancouver, WA 98666-5000

SECTION 15. DOCUMENT EXECUTION AND FILING

This Agreement may be executed in two counterparts, which together shall constitute a single Agreement. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

**BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON**

Attest:



Clerk to the Board


By: 

Eileen Quiring, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: _____
Temple Lentz, Councilor


By: _____
Julie Olson, Councilor

By: 

Curtis Burns, Deputy Prosecuting
Attorney


By: _____
John Blom, Councilor

By: _____
Gary medvigny, councilor

CITY OF VANCOUVER, WASHINGTON
By: 

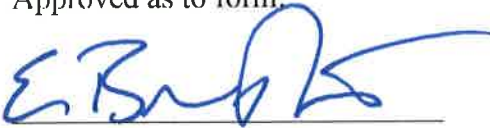
Eric Holmes, City Manager

Attest :



Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E. Bronson Potter, City Attorney

