

RESOLUTION NO. 1444

**A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY,
WASHINGTON AUTHORIZING THE AGREEMENT FOR GIS
SERVICES WITH ANDERSON PERRY & ASSOCIATES, INC.; AND,
AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS, City staff, as part of the 2020 Budget, requested funding to utilize GIS as a means to assist in cost savings resulting from greater efficiency, improve decision making processes, expand communication efforts, and maintain historical data; and,

WHEREAS, the 2020 Budget authorized by the Dayton City Council on December 4, 2019, provides funding for GIS Services.

**NOW, THEREFORE, CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON,
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The City Council hereby awards the contract for professional services for GIS Services to Anderson Perry & Associates, Inc. incorporated hereto as Attachment "A".

SECTION 2. The Mayor is hereby authorized to execute the agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

SECTION 3. This Resolution shall take effect and be in full force upon its approval.

ADOPTED by the City Council of the City of Dayton, Washington on this 14TH day of OCTOBER, 2020.

City of Dayton


By: Zac Weatherford, Mayor

Attested/Authenticated By:


Trina Cole, City Administrator

Approved as to form:



Quinn Plant, City Attorney

Attachment "A"
Resolution No. 1444
10/14/2020



AGREEMENT FOR GIS SERVICES

Job No. 918-168 (BG 322.2)

PROJECT: GIS Technical Support and Enablement

PART I. PARTIES AND DESCRIPTION OF WORK

THIS AGREEMENT is made on the 14 day of OCTOBER, 2020, between the CITY OF DAYTON, WASHINGTON (the CLIENT) and ANDERSON PERRY & ASSOCIATES, INC. (the PROFESSIONAL). Now, therefore, the CLIENT and PROFESSIONAL agree as follows:

PART II. PROFESSIONAL SERVICES

- A. The CLIENT hereby authorizes the PROFESSIONAL, acting as an independent consultant, to provide 40 hours of GIS technical support and services, with the PROFESSIONAL performing a variety of services as requested by the Planning and Community Development Director. Technical Support and Enablement hours are generally intended to be used to publish, update, and configure web maps; configure and deploy new web and mobile apps; and support new and existing users, but may be used to complete other small tasks.
- B. The CLIENT will provide the following to the PROFESSIONAL: The CLIENT agrees to maintain an annual subscription to ArcGIS Online and allocate one Creator named user to the PROFESSIONAL. The CLIENT's ArcGIS Online Account and GIS database(s) will be the sole property of the CLIENT; however, should the CLIENT choose not to maintain a Technical Enablement Package with the PROFESSIONAL, the CLIENT agrees to assume all responsibility for the CLIENT's ArcGIS Online organization account including, but not limited to, data, maps, apps, users, roles, security, web services, integrations, and configurations.
- C. Additional Provisions: The CLIENT further agrees to accept and comply with all applicable Esri licensing agreements and terms of use (see www.esri.com/legal/software-license). The PROFESSIONAL provides no warranties, expressed or implied, including the warranty of merchantability or fitness of the CLIENT's data for a particular purpose, and the CLIENT agrees to hold the PROFESSIONAL harmless for all errors, omissions, or positional accuracy.

PART III. BASIS OF FEE AND BILLING SCHEDULE

In consideration for performing said services, the CLIENT agrees to compensate the PROFESSIONAL on a fixed price basis for a total cost of \$5,430.

Billing will be submitted upon commencement of services. Accounts are due 30 days from the date of billing. A service charge of 12 percent interest per annum will be charged on all past due accounts. Interest to start 30 days from the date the billing is received. The PROFESSIONAL may suspend work under this Agreement until the account is paid in full.

If collection is made by suit or otherwise, the CLIENT agrees to pay interest until the account is paid, plus pay all collection costs, including a reasonable attorney's fee.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

This Agreement executed on the day and year first above written.

PROFESSIONAL
ANDERSON PERRY & ASSOCIATES, INC.

CLIENT
CITY OF DAYTON, WASHINGTON

Brad D. Baird, P.E.

Name

Signature

President

ZAC WEATHERFORD

Name

Signature

MAYOR

ANDERSON PERRY & ASSOCIATES, INC.

PART IV. TERMS AND CONDITIONS

GENERAL

Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expense, witness fees, court costs, and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

The PROFESSIONAL intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

The CLIENT guarantees full and free access for the PROFESSIONAL to enter upon all properties required for the performance of the PROFESSIONAL's services under this Agreement.

The PROFESSIONAL shall not be responsible for acts of omissions of any party or parties involved in the services covered by this Agreement other than their own or for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by the PROFESSIONAL.

Any opinion of the estimated construction cost prepared by the PROFESSIONAL represents their judgment as a design professional and is supplied for the general guidance of the CLIENT, since the PROFESSIONAL has no control over the cost of labor and material, or over competitive bidding or market conditions, the PROFESSIONAL does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and the PROFESSIONAL and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the PROFESSIONAL.

AUTHORIZATION TO PROCEED

Approval of this agreement by the CLIENT and the PROFESSIONAL will serve as written authorization for the PROFESSIONAL to proceed with the services called for in this Agreement.

OWNERSHIP OF DOCUMENTS

All drawing, specifications, and other work product of the PROFESSIONAL are property of the PROFESSIONAL whether the project is completed or not. Reuse of any of the instruments of service of the PROFESSIONAL by the CLIENT on extensions of this project or on any other project without the written permission of the PROFESSIONAL shall be at the CLIENT's risk and the CLIENT agrees to defend, indemnify, and hold harmless the PROFESSIONAL from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the PROFESSIONAL's instruments of service by the CLIENT OR BY OTHERS ACTING THROUGH THE CLIENT.

TERMINATION

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party or by mutual consent. If this Agreement is terminated, the PROFESSIONAL shall be paid for services performed to the termination notice date, including reimbursable expenses due.

GOVERNING LAW

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the PROFESSIONAL.

INSURANCE

The PROFESSIONAL shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. The CLIENT shall acquire and maintain appropriate property, comprehensive general liability, and other appropriate insurance that will protect the CLIENT's interest on the project.

INDEMNITY

The CLIENT will require that any contractor or subcontractor performing work in connection with drawings produced under this Agreement to hold harmless, indemnify and defend, the CLIENT and the PROFESSIONAL, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the CLIENT, the PROFESSIONAL, their consultants or their officers, agents, and employees.

LIMITATION OF LIABILITY

The CLIENT agrees to limit the PROFESSIONAL's liability to the CLIENT and to all construction contractors and their subcontractors on the project, if any, due to the PROFESSIONAL's professional negligent acts, errors, or omissions, such that the total aggregate liability of the PROFESSIONAL to those named shall not exceed Fifty Thousand (\$50,000.00) Dollars or the PROFESSIONAL's total fee for services rendered on this project, whichever is greater.

EEO PROVISIONS

The PROFESSIONAL shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to non-discrimination in employment because of race, religion, color, sex, or national origin. The PROFESSIONAL shall comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and, the organizing and collective bargaining clauses of Executive Order 13496 (29 CFR 471). The PROFESSIONAL shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.