

**INTERLOCAL AGREEMENT  
FOR GIS SERVICES**

**Between**

**THE CITY OF DAYTON and COLUMBIA COUNTY**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, hereinafter referred to as "City", the County of Columbia, a Political Subdivision of the State of Washington, hereinafter referred to as "County".

WITNESSETH:

**WHEREAS**, the County and the City are municipal entities operating, respectively, pursuant to Title 36 Revised Code of Washington (RCW) and Title 35A RCW and as such are authorized to enter into interlocal agreements as set forth in Chapter 39.34 RCW, and

**WHEREAS**, the County and the City desire to enter into an actual cost agreement to provide for GIS Services for the City as described in Attachment No. 1 –**CITY OF DAYTON and COLUMBIA COUNTY GIS SERVICES; and**

**WHEREAS**, the parties have agreed on the respective obligations of each party as defined in the following covenants.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

1. **TERM:** The term of this agreement shall be no less than the completion of the services as described in Attachment No. 1, but not later than December 31, 2014.
2. **PURPOSE:** The purpose of this agreement is to insure understanding and cooperation of and for the mutual benefit of the County and the City as prescribed in Attachment No. 1
3. **COMPENSATION:** Costs incurred will be billed to the city for:
  - Labor – Current County labor rates including benefits and indirect rate as specified by the Columbia County Auditor, not to exceed a base rate plus indirect costs of \$50.00 per hr.
  - Any other miscellaneous costs incurred by the County while performing the work for the City.
  - Total billing shall not exceed \$2,450.00. The City acknowledges that this figure does not guarantee completion of all tasks listed.
4. **DUTIES OF THE COUNTY:** The County agrees to:
  - a) Create Existing Parcel, Land Use data set, City/UGA Boundary(s) and Street layers in a timely manner, mutually agreed upon, in writing, by and between the city's and the county's project managers.
  - b) Provide professional GIS services to include spatial data entry, analysis, scanning of existing maps, data transfers, and review of city's consultant's GIS data submittals.

5. DUTIES OF THE CITY: The City agrees to:

- a) City will provide any data or reviews as required in a timely manner.
- b) City will compensate County as required herein.

6. INDEPENDENT CONTRACTOR

- a) County's services shall be furnished by County as an independent contractor and not as an agent, employee or servant of City. County specifically has the right to direct and control its own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b) County acknowledges that the entire compensation for this Agreement is set forth in the compensation sections of this Agreement, and neither County nor its employees are entitled to any benefits from City, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City employees.
- c) County shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of County shall be or deem to be or act or purport to act as an employee, agent, or representative of City.
- d) County shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement for work performed pursuant to this Agreement. All costs incurred for items identified in this subsection shall be reimbursed by the City to the County.

7. HOLD HARMLESS AND INDEMNIFICATION: The County shall hold harmless, indemnify and defend the City, its officers, officials, employees, and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the County's acts, errors, or omissions in the performance of this interlocal agreement.

The City shall hold harmless, indemnify and defend the County, its officers, officials, employees, and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the City's acts, errors, omissions in the performance of this interlocal agreement.

Should it be determined by a court of law or by agreement of the parties that each party caused injury, sickness, disability, or death to persons or damages to property or business, each party shall be responsible for their pro rata share of liability and defense thereof.

In any and all claims against a Party, its officers, officials, employees, and agents by any employee of the Party, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this

section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Party under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Parties expressly waives any immunity the Parties might have had under such laws. By executing this interlocal agreement, the Parties acknowledge that the foregoing waiver has been mutually negotiated by the parties and that the provisions of the section shall be incorporated, as relevant, into any contract the Parties make with any Contractor or agent performing work hereunder.

8. WAIVER: The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.
9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties, and the parties acknowledge that there are no other agreements, written or oral relating to the subject matter of this Agreement.
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10. ATTORNEYS' FEES: Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.
11. ASSIGNMENT: No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party.
12. SURVIVAL: All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; inspection and keeping of records provision; and litigation hold notice.
- 13 SEVERABILITY: Should any term, condition or section of this agreement be deemed unenforceable, voidable or void, all remaining terms, conditions and sections of this agreement shall remain in full force and affect and be enforceable by the parties.
14. BREACH AND TERMINATION: Either party may terminate this Agreement for convenience upon giving thirty (30) days written notice by certified mail to the other party. In that event, City shall pay County only for services actually performed by County in performing the Agreement up to the date of termination. Payment shall be made in accordance with the compensation sections of this Agreement. Should either party breach any condition of this agreement, the non-breaching party shall notify the breaching party of said breach in writing. Upon written notification, the breaching party shall rectify the breach within ten (10) days. If said breach is not rectified within ten (10) days, the non-breaching party may terminate this agreement immediately and without notice. Upon termination for breach, the City shall pay to County only for services actually performed by County up to the date of termination. Nothing in this paragraph shall limit either party's remedy pursuant to this contract and at law.
15. NOTICES: Unless otherwise specified herein, all notices from County to the City pursuant to

or concerning this Agreement shall be delivered to the City Clerk's office. Unless otherwise specified herein, all notices from the City to County pursuant to or concerning this Agreement shall be delivered to the County Engineer and such other office as County may advise the City of by written notice.

16. DISPUTES: The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.

Dated this 16<sup>th</sup> day of August, 2014.

  
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Chairman Columbia County Board of Commissioners

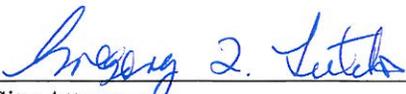
Approved as to Form: \_\_\_\_\_  
Prosecuting Attorney

Attest:   
\_\_\_\_\_  
Clerk of the Board of Commissioners

Dated this 14<sup>TH</sup> day of July, 2014.

  
\_\_\_\_\_  
Mayor, City of Dayton

Attest:   
\_\_\_\_\_  
City Clerk

Approved as to Form:   
\_\_\_\_\_  
City Attorney

**ATTACHMENT No. 1**  
**CITY OF DAYTON and COLUMBIA COUNTY GIS SERVICES**

COUNTY PROVISIONS. The County shall provide professional GIS services providing spatial data entry, metadata management, retrieval, analysis, and visualization functions including but not limited to:

Existing Parcel, Land Use, City Limits Boundary, UGA Boundary, and Street layers

Columbia County staff will develop an existing land use layer in consultation with city staff and provide property lines, parcel tax identification, addresses, historic registered properties and districts, City limits, UGA Boundary, and street data layers for transfer to City and City's consultants.

Review of existing data sets received from the City's consultants to include, shorelines, critical areas (such as floodplains, wetlands, elevation contours for all the city and including steep slopes, soils, landslide hazards, well-head protection) and utilities for accuracy and completeness.

Review of new data sets received from the City's consultants for accuracy, completeness, alignment and metadata. This will include, but is not limited to revisions to shoreline and critical areas and new data sets for zoning and comprehensive plan layers.

Prior to August 15, 2014, the majority of data shall be created, and the majority of all data shall be reviewed and analyzed by the County.

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Estimated costs for services	\$2,450.00*
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\* County will notify city when the amount of billing is at or near \$1,700.00.

\$250 of the total cost is specifically earmarked for mapping of Residential Historic Districts and GIS work identifying historic structures in the districts.

