

Metro 929357

To Be Displayed on
City of Vancouver Website

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

BETWEEN

CITY OF VANCOUVER
P O Box 1995, Vancouver
Washington 98668-1995

METRO
600 NE Grand Avenue
Portland, OR 97232

Interlocal Agreement Period:
Services provided:
Projected costs:

July 1, 2009 through June 30, 2010
Aerial Photography
\$24,867.00

City Project Contact:
Eugene Durshpek
360-487-7174

Metro/DRC Project Contact:
Alan Holsted
503-797-1594

This Intergovernmental Agreement consists of the following exhibits: *Special Terms and Conditions.*

The City of Vancouver and Metro/DRC agree to the terms and conditions of this Interlocal Agreement and its exhibit as listed above by signing below:

METRO, a unit of government of
State of Oregon

CITY OF VANCOUVER, a municipal the
corporation of the State of Washington

SIGNATURE ON FILE

Mike Hogland, Research Center Director
Date: 7/31/2009

Approved as to form:

By: _____

SIGNATURE ON FILE

Pat McDonnell, City Manager
Date: 7-7-09

Attest:

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk
By Carrie Lewellen, Deputy City Clerk

Approved as to form:

SIGNATURE ON FILE

Attorney

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND BACKGROUND

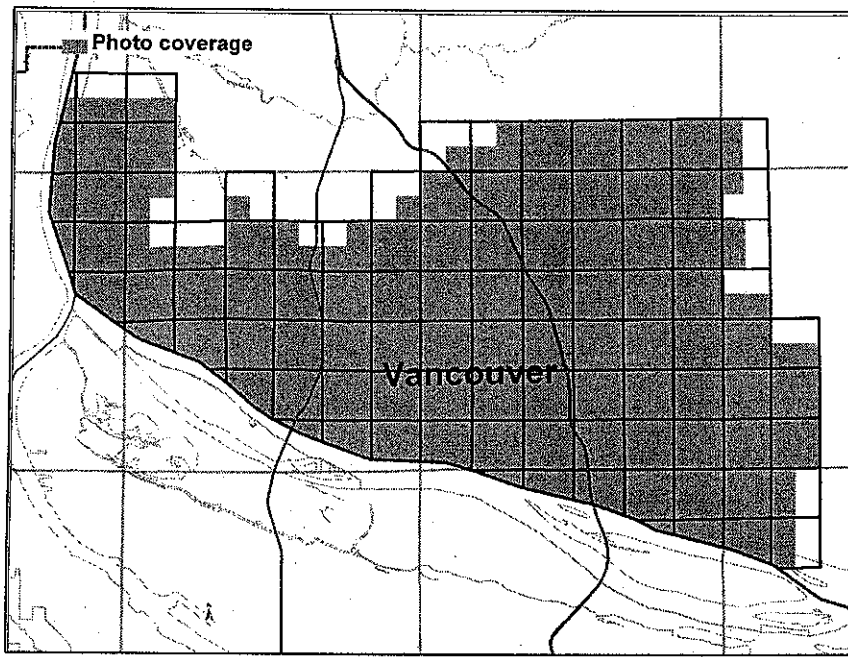
1.1 This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34 and ORS 190.007, Intergovernmental Cooperation, between The City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington and METRO, a metropolitan service district established under the laws of the state of Oregon, by and through its Data Resource Center (DRC), whereby Metro/DRC provides aerial photography services to the City of Vancouver, hereinafter "User," through the vendor selected by Metro/DRC through a competitive process.

1.2 Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Article 1 (Purpose and Background). The services provided are specified in Article 2. (Services Provided). Its duration is and method of termination is set forth in Article 5.2 (Term and Termination). Its manner of financing and billing is described in Article 2.6. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

2. SERVICES PROVIDED

2.1 Background. Metro's Data Resource Center (DRC) at the request of the Oregon Aerial Photography Consortium (Consortium) issued an RFP and awarded a contract for aerial photographic imagery to Sanborn Map Company (Contractor). The Consortium bylaws, the RFP and contract with the Contractor authorize DRC to provide aerial photography services to other local governments in the region. Pursuant to DRC's responsibilities to the Consortium and legally binding conditions with the Contractor, the following terms and conditions for User's purchase of aerial photography services are set forth and approved by the parties.

2.2. Aerial Photography Services. User chooses to participate in the 2009 aerial photo Consortium and plans to purchase 85 square miles of six-inch resolution digital images, at a maximum sum of TWENTY-FOUR THOUSAND, EIGHT HUNDRED SIXTY SEVEN DOLLARS and 00/100 (\$24,867.00). All areas will be tiled by section, as shown below. Actual area covered is shown in gray:



2.3. Purchase of Product. For payment received and in consideration of User's agreement to these terms and conditions, the DRC hereby conveys to the User a nonexclusive copy of the Product for use consistent with these terms and conditions.

2.4 Use of products. Metro may keep a copy of the User's products on its network for internal use and may make copies of User's tiles available to other Oregon Consortium members as requested with the understanding that these images are not to be distributed outside the Consortium.

2.5 Term of Agreement and Return.

2.5.1 These terms and conditions shall commence on the date the product is purchased and continue so long as the Product is in the possession of the User.

2.5.2 If the User fails to comply with any of the terms and conditions provided herein, the Metro shall require return of Product by giving written notice to the User. The User shall return all copies of the product.

2.6 Delivery and Payment. The images are expected to be available in December 2009 and Metro's Contractor will deliver the media. User shall supply and ship external hard drives for data delivery. Metro will invoice User as Metro receives invoices from Contractor for work done in User's area of interest. The billing invoice will identify the dates, the actual hours worked and include the amount due for that billing period. Any inquiries regarding a billing should be directed to the Metro/DRC or User's fiscal contact listed herein.

3. LIMITED WARRANTY

3.1 User shall have the sole authority and responsibility to determine whether the Product, at the time of delivery, is free of defect, by performing quality control procedures as the product is received.

3.2 DRC disclaims any warranties, express or implied, respecting these terms and conditions or the Product.

3.3 Remedy.

3.3.1 User's sole and exclusive remedy for breach of this limited warranty will be to return the Product within 60 days of receipt.

3.3.2 DRC shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

4. LIABILITY DRC shall not be liable for any activity involving the Product with respect to the following:

4.1 The fitness of the Product for a particular purpose.

4.2 The installation of the Product, its use or the results obtained.

5. GENERAL PROVISIONS

5.1 Applicable Law: Venue. These terms and conditions of this purchase agreement shall be construed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that venue for any action or claim arising out of or in connection with this agreement shall be in the Superior Court for Multnomah County, Oregon.

5.2 Term and Termination. The term of this Agreement is from July 1, 2009, through June 30, 2010. Subject to the provisions of Section 2.5 of this Agreement, either party may choose to terminate this Agreement by notifying the other party in writing thirty (30) days prior to termination. The User agrees to reimburse Metro/DRC for the reasonable and documented cost of services provided through the date of termination of the Agreement.

5.3 Notices. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

TO THE CITY:

Eugene Durshpek
PO 1995
Vancouver, WA 98668-1995
Phone: 360-487-7174

AND

City Manager
PO 1995
Vancouver, WA 98668-1995

TO METRO/DRC:

Alan Holstead
600 NE Grand Avenue
Portland, OR 97232
Phone: 503-797-1594

The name and address to which notices shall be directed may be changed by either Metro/DRC or the User by giving the other party notice of such change as provided in this section.

5.4 Entire Agreement. This agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

5.5 Ratification. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

5.6 Document Execution and Posting. Metro/DRC and User/City of Vancouver agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. 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). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.