

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

BETWEEN

CLARK COUNTY, WASHINGTON

AND

CITY OF VANCOUVER, WASHINGTON

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”), entered into this 19th day of August, 2024, 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. The City and the County are each a “Party” and together, the “Parties”.

WHEREAS, pursuant to RCW 39.34.080 of the Interlocal Cooperation Act, one or more public entities may contract with one another to perform government services that each entity is authorized by law to perform provided that the Agreement is authorized by the governing body of each Party to the Agreement; and

WHEREAS, the County has developed a regional Geographic Information System (“GIS”) and has invited all jurisdictions within the County to join the regional GIS; and

WHEREAS, the County develops, maintains, stores and provides electronic access to over 500 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 an Interlocal Agreement on February 12, 2019 for general fund-related GIS, which the Parties will terminate in connection with entering this Agreement.

NOW, THEREFORE, THE CITY AND COUNTY AGREE:

SECTION 1: BACKGROUND

The purpose of this Agreement is to provide for the City and the County's joint use and sharing of certain services and expenses relating to the GIS. This Agreement supersedes and replaces the Parties' Interlocal Agreement for the Operation and Maintenance of Geographic Information Services, dated effective February 12, 2019.

SECTION 2: DURATION OF AGREEMENT

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

- B. A Party may terminate this Agreement upon thirty (30) days written notice to the other Party, effective thirty (30) days after actual delivery of written notice.

- 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 services stated in Section 4 of this Agreement. The annual subscription fee shall be calculated by combining the results of items A and B together.

- A. Number of parcels within the City of Vancouver's incorporated area.
 - i. \$1.00 per parcel for 1 to 50,000 parcels
 - ii. \$0.50 per parcel for 50,001 to 100,000 parcels
 - iii. No additional fees for 100,001 or more parcels

- B. Number of City of Vancouver's combined water, sewer, and surface water utility customer accounts.
- i. \$0.25 per customer account for 1 to 100,000 accounts
 - ii. \$0.125 per customer account for 100,001 to 200,000 accounts
 - iii. No additional fees for 200,001 or more customer accounts

The City will provide the number of utility customer accounts to the County in October of each year. This information will be used to calculate the subscription fee due in December of the same year. Subscription fees are due by the end of December of each calendar year or upon receipt of invoice from the County. The annual subscription fee may be modified by written agreement between the Parties for any subsequent term of this Agreement.

SECTION 4: SERVICES PROVIDED BY THE COUNTY

The subscription fees pay for delivery of the following services to the City; which are summarized as:

- Cooperative GIS data sharing as determined by the County and the City.
- Cooperative GIS projects as determined by the County. Such GIS projects include, but are not limited to, the development, support, enhancement, and maintenance of GIS-based solutions and services.

- A. The County shall provide the City with access to the County's library of published GIS data. Access to sensitive or restricted data within the County's published GIS data library will require the City to obtain approval from the original source of the data or a data sharing agreement, as may be required by RCW 39.34.240. The Parties agree no category 3 or higher data will be shared under this Agreement and if the Parties desire to share category 3 or higher data they will enter a data sharing agreement pursuant to RCW 39.34.240. Access to the County's library of published GIS data will be provided primarily through an ArcGIS Online Partnered Collaboration portal managed by the Parties' GIS administrators and secondarily through other standard methods of secure file transfer such as SFTP. The County will not provide hardware or software that might be necessary for connecting,

reconnecting, or modifying the City's access to the ArcGIS Online Partnered Collaboration portal under this Agreement.

- B. The Parties shall establish and update as necessary cooperative and efficient methods for the maintenance of GIS data that meets the Parties' business needs.
- C. The County shall grant the City a license to allow all City staff access to the County's Premium GIS website in compliance with any applicable third-party terms.
- D. The County shall provide the City with GIS related technical support during the County's operating business hours, which will be prioritized among the County's GIS workload.
- E. The County shall provide City-specific GIS services on a fee-for-service basis as requested by the City. County staff time spent on project management, planning, development, training and enhancements to such City projects will consume credit hours or be subject to additional fees. The County shall provide one hundred and twenty (120) hours of credit annually towards GIS fee-for-service billable time during each year of this Agreement, beginning on the effective date. The County will charge City its published GIS hourly rates for its staff time after the one hundred and twenty (120) credit hours have been used. GIS hourly rates are updated annually, approved by the State Auditor, and are published on the County's GIS website. The City may audit the County for all financial records pertaining to GIS services and corresponding fees charged to the City. The County Manager or their designee may approve scopes of work and remuneration. City projects will be prioritized among the County's GIS workload and County will communicate its level of prioritization to City at its regular quarterly meeting.
- F. The County shall provide GIS system administration and database administration for City data stored on the County's GIS servers. The County will employ appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City data and will enact safeguards that are compliant with industry best practices for the specific City data stored on the County's GIS servers.

G. The County will make the GIS system available 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 specific data as requested by the County in a mutually acceptable format subject to any requirements stated in Section 4A above.
- B. The City grants the County a non-exclusive license to use its non-confidential, non-exempt GIS data as open public records, unless data is documented in writing as confidential and exempt from public disclosure.
- 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 Parties' designated representatives will confer in good faith to try to amicably resolve the dispute within ten business days of a Party's written notice of the dispute requiring resolution. If the Parties' designated representatives are unable to resolve the dispute, those designated representatives will refer the dispute to the City Manager and the County Manager for resolution. The decision of the City Manager and County Manager regarding the dispute shall be final as between the Parties.

- B. If the City Manager and County Manager are unable to resolve the dispute, the Parties will submit the dispute to mediation with a neutral mediator agreed to by the Parties. If the Parties cannot agree on a mediator, each will select a mediator, who will together select a third mediator to hear the dispute. Both Parties shall participate in mediation in good faith, but the Parties are not required to resolve the dispute in mediation. The Parties will equally share the cost of mediation.

- C. The Parties may bring any claim regarding this Interlocal Agreement in Superior Court in Clark County if they are unable to resolve the dispute under Section 6A or 6B. The Parties will pay their own costs and fees, including attorney's fees related to any Superior Court claim.

SECTION 7: HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify, defend, save and hold harmless the other, its elected and appointed officials and officers, employees, volunteers and agents from any and all third-party 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 their respective obligations under this Agreement. The indemnified party may participate in any claim with counsel of its choosing at its cost. Neither party will settle any claim that affects the rights of the indemnified party without prior written consent of the indemnified party.

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

There are no third-party beneficiaries to this Agreement.

SECTION 10: NO EMPLOYER/EMPLOYEE RELATIONSHIP

The Parties are independent contractors as to each other. This Agreement does not create a partnership or any relationship of employer and employee or principal and agent between the County and the City, or between any of the County's employees or the City's employees.

SECTION 11: DISPOSITION OF GIS DATA UPON TERMINATION OF AGREEMENT

- A. The County will provide copies of non-sensitive GIS databases upon termination, including SIDARS (Scanned Images & Documents Archival and Retrieval System) related data, and return any City data provided under this 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 Clark County Assessor's database, which is not a GIS database and has a proprietary database structure).

- B. 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 the entire agreement of the Parties with respect to the subject matter and supersedes all other agreements or discussions, whether written or oral in nature.

SECTION 13: AMENDMENT

The provisions of this Agreement may be amended with the mutual written 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 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).

CLARK COUNTY

By: Kathleen Otto
Kathleen Otto
County Manager

Approved as to form:

Anthony F. Golik
Prosecuting Attorney

By: Stephen Archer
Stephen Archer
Deputy Prosecuting Attorney

CITY OF VANCOUVER

Signed by:
By: [Signature]
Eric Holmes
City Manager

Attest:

DocuSigned by:
By: Natasha Ramras
Natasha Ramras
City Clerk

Approved as to form:

Signed by:
By: [Signature]
Tricia Juettmeyer
Assistant City Attorney