

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** GIS

**DATE:** February 20, 2018

**REQUESTED ACTION:**

Approval (signatures) from County Councilors on inter-local agreement between the City of Washougal and the Clark County GIS department.

Consent  Hearing  County Manager

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**BACKGROUND**

The City of Washougal would like to establish an inter-local agreement with the Clark County GIS department for the purpose of aiding in the development of their GIS capabilities through joint use and sharing of services and expenses related to GIS. Currently, the Clark County GIS department maintains similar inter-local agreements with numerous jurisdictions within the county including:

- The cities of Vancouver, Camas, Battle Ground, and Ridgefield
- Clark Public Utilities
- CRESA
- Port of Vancouver
- C-Tran
- The Regional Transportation Council
- Vancouver School District
- Clark County Elections

The City of Washougal will benefit from this inter-local agreement in that they will receive access to the County's GIS database as well as delivery of a variety of GIS services (GIS program coordination, system and database administration, enterprise GIS software, and cooperative projects as determined by the Clark County GIS department). The City will also be able to request additional GIS-related work that is outside of the scope of the inter-local agreement on a fee-for-service basis (fees and delivery schedules for these requests to be determined by the Clark County GIS department at the time of the request).

The Clark County GIS department will benefit from this inter-local agreement in that they will store and maintain the City's GIS data within the County's GIS database. This addition to the County's GIS database ensures that City of Washougal-related GIS data is accurate and current and can be accessed by other County departments for their mapping and analysis needs (Assessor, Community Development, Community Planning, Elections, Public Works, etc.). Clark County GIS has long acted as the main repository for GIS data in the county and establishing an inter-local agreement with the City of Washougal only strengthens and reinforces this position.

**COUNCIL POLICY IMPLICATIONS**

No existing County policies are impacted by this inter-local agreement. No new County policies are required for this inter-local agreement.

**ADMINISTRATIVE POLICY IMPLICATIONS**

No existing Administrative policies are impacted by this inter-local agreement. No new Administrative policies are required for this inter-local agreement.

**COMMUNITY OUTREACH**

Not applicable.

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

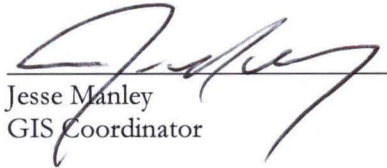
**BUDGET DETAILS**

Local Fund Dollar Amount	No additional expenses required
Grant Fund Dollar Amount	
Account	
Company Name	

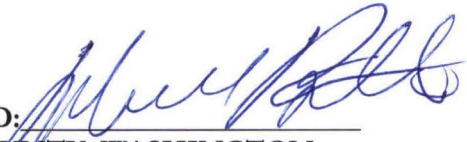
**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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Jesse Manley  
GIS Coordinator

  
Bob Pool  
GIS Manager

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: 2-20-11

SR# 44-18



APPROVED: \_\_\_\_\_  
Jim Rumpeltes, Interim County Manager

DATE: \_\_\_\_\_

# BUDGET IMPACT ATTACHMENT

## Part I: Narrative Explanation

The inter-local agreement will not impact any existing budgets and will produce a small amount of revenue for the General Fund through the annual subscription fee.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001-120 General Fund - GIS	\$6,576	\$6,576	\$13,500	\$13,500	\$14,500	\$14,500
<b>Total</b>	\$6,576	\$6,576	\$13,500	\$13,500	\$14,500	\$14,500

II. A – Describe the type of revenue (grant, fees, etc.)

Annual subscription fee for inter-local agreement. Fee is \$1.00 per parcel within the official city limits of Washougal. Other revenue may be generated for fee-for-service work performed for GIS projects requested by the City of Washougal that fall outside of the scope of the inter-local agreement.

## Part III: Estimated Expenditures

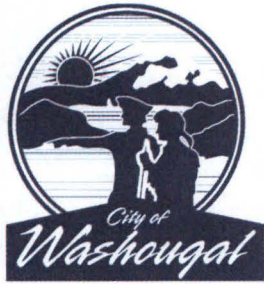
III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						





## TRANSMITTAL

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**To:** Jesse Manley  
1300 Franklin Street  
PO Box 5000  
Vancouver, WA 98666-5000

**From:** Rose Jewell  
City of Washougal  
1701 C Street  
Washougal WA 98671  
360.835.8501 ext. 602  
Rose.Jewell@cityofwashougal.us

**Date:** January 1, 2018

**Re:** Interlocal Agreement

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Hi Jesse,

I emailed a scanned copy of the Interlocal last week on behalf of Theo Gomez, however, I hadn't heard back from you so I thought it best to resend the original hard copies.

Please send us a fully executed version once all the signatures have been received.

Thank you.

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

**CLARK COUNTY, WASHINGTON**

**AND**

**CITY OF WASHOUGAL, WASHINGTON**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Washougal, 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. This agreement made and entered into this 28 day of Dec, 2017, by and between the Clark County, hereinafter referred to as "County" and the City of Washougal, a municipal corporation, hereinafter referred to as "City".

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;

NOW, THEREFORE, THE CITY AND COUNTY AGREE:

**SECTION 1. BACKGROUND.**

The purpose of this agreement is to document the City and the County's joint use and sharing of services and expenses relating to the GIS.

## 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 be effective for one (1) year from that date, and shall renew automatically thereafter for another one (1) year, said renewals continuing indefinitely; provided the city and county shall have the right to terminate this agreement as described.
- B. This Agreement may 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 official mailing address of the Board of County Councilors or the City Council.

## 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 Washougal corporate city limits (6,576 parcels as of November 1, 2017). The annual subscription fee of one dollar (\$1.00) can be modified by written agreement between the parties for any subsequent term of this Agreement. Subscription fees are due on January 1 of each calendar year.

## 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
  - GIS enterprise software maintenance fees relating to the GIS
  - Cooperative GIS projects as determined by Clark County GIS
- A. The County shall provide access to the GIS database to the City. Access will be provided via dedicated feature services and/or DVDs. Access does not include hardware or software



that might be necessary for connecting, reconnecting, or modifying Washougal'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 feature layers that meet the purposes of the City and Clark County GIS.
- C. The County shall allow the City to customize "Maps-OnLine" software to establish an Internet mapping site that meets the City's needs. The County GIS shall provide support and maintenance of the site as part of this Agreement.
- D. The County shall provide to the City access to site licenses for Clark County GIS applications, including "ClarkView", "Maps Online", and other applications developed by Clark County's GIS staff.
- E. The County shall provide access to Clark County's GIS staff to help Washougal develop GIS databases on the server, and to develop project plans for integrating existing databases or processes with the GIS.
- F. The County shall provide GIS system administration and database administration for the City feature layers stored on the County's GIS.
- G. The County shall hold regular meetings with staff from the City with respect to all issues surrounding GIS.
- H. The County shall provide on a fee-for-service basis other GIS services requested by the City. Work performed by County GIS staff not included under the annual subscription fee will be charged at the regular GIS hourly rates. 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.



- I. The county will provide web service support for Energov. Cancellation of the GIS Partnership will result in the cancellation of the web services. In the event of a cancellation Clark County GIS will provide the City of Washougal with a copy of the history data contained in the Washougal GIS library. The data will be provided within sixty (60) days of cancellation.

#### SECTION 5: CITY RESPONSIBILITIES

A. The City shall provide all data for the GIS system in File GeoDatabase, Shapefile, or Web Feature Services data structure.

B. The City shall provide accurate data to the GIS system.

C. The City shall allow the GIS system to use data provided by the City as open public records, unless data is documented in writing as restricted.

D. The City shall submit to the County an annual payment established by this Agreement.

SECTION 6. DISPUTE RESOLUTION. In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the City Manager and the County Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Manager. The decision of the Managers regarding the dispute between the parties shall be final.

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 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. 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 to be any third-party beneficiary to this Agreement.

SECTION 9. DISPOSITION OF CAPITAL UPON TERMINATION OF AGREEMENT. In the event of termination of this Agreement, any equipment or personal property used to effectuate this Agreement shall become the sole property of the party who owns the land on which the personal property or equipment is located.

SECTION 10. 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.

#### Notices

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

Washougal City Mayor  
1701 C Street  
Washougal, WA 98607

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

Clark County GIS Manager  
P.O. Box 5000  
Vancouver, WA 98666-5000

BOARD OF COUNTY COUNCILORS  
FOR CLARK COUNTY, WASHINGTON

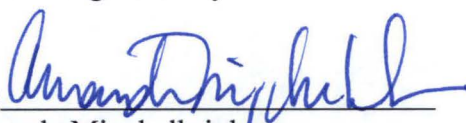
Attest:

  
\_\_\_\_\_  
Clerk to the Board

By:   
\_\_\_\_\_  
Marc Boldt, Chair

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

By: \_\_\_\_\_  
Jeanne E. Stewart, Councilor

By:   
\_\_\_\_\_  
Amanda Migchelbrink,  
Deputy Prosecuting Attorney


By: \_\_\_\_\_  
Julie Olson, Councilor

By: \_\_\_\_\_  
John Blom, Councilor

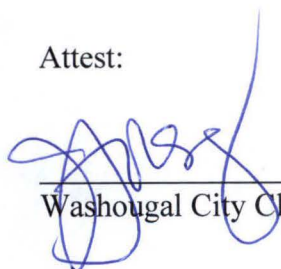
By: \_\_\_\_\_  
Eileen Quiring, Councilor



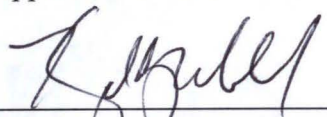
CITY OF WASHOUGAL, WASHINGTON

By:   
\_\_\_\_\_  
Sean Guard, Mayor

Attest:

  
\_\_\_\_\_  
Washougal City Clerk

Approved as to form:

  
\_\_\_\_\_  
Kenneth Woodrich, City Attorney



# ATTACHMENT A

## Clark County GIS – EnerGov Support Level of Service And Layer Access Agreement

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The City of Washougal Planning Department has requested the services of Clark County GIS (GIS) to provide custom web-based map services to support the EnerGov Permitting System. GIS has agreed to provide the requested map service as part of the Clark County GIS Partnership Program. Clark County is prepared to provide the services outlined below.

GIS will provide:

1. Read-only access to Washougal specific versions of the Parcel and Address layers;
2. Read and write access to a History layer which contains the boundaries of new permits.
  - a. The History layer will be shared with Clark County GIS as open data. The History layer will be used to provide City permit information to interested parties such as County Assessor, school districts, Community Planning and the general public.
  - b. EnerGov Support has agreed to expand the information included in the History layer to allow the permit information to meet the needs of other agencies and departments who need permitting information.

The aforementioned web-based services will be provided to the City of Washougal as part of the Clark County GIS Partnership Program, and will remain in effect as long as the City of Washougal continues to participate in the County's GIS Partnership Program and as permitted within the guidelines of ESRI's licensing agreements.

GIS web services are generally deemed reliable and every effort will be made to maintain system availability; however, there may be times when services are unavailable. Servers and services hosted by GIS will be provided on a "best effort" basis.

Clark County Technology Services and GIS will make all reasonable efforts by means of currently available staff, technology, and resources to ensure its servers, network and storage systems remain at its optimum during business hours. Business hours observed by GIS staff are Monday through

Friday between 8am and 5pm, exclusive of Clark County recognized holidays or mandated closures. In the event of an outage, GIS makes no guarantee of or timeframe for recovery.

Clark County will make every attempt to keep the GIS system running 24/7, subject to the following exceptions:

1. GIS servers are taken offline on a daily basis for regularly scheduled maintenance processes. During these daily regular maintenance sessions, access to the GIS feature will be unavailable.
2. GIS will make reasonable attempts to notify the City of Washougal of unplanned outages beyond the daily scheduled maintenance, such as natural events beyond GIS control.
3. GIS will make reasonable attempts to monitor GIS web service availability during non-business hours, although the majority of monitoring will occur during regular business hours.

Failure to maintain the GIS Partnership will result in the cancellation of the web services provided in this agreement. In the event cancellation occurs, GIS will provide the City of Washougal with a copy of the history data contained in the Washougal GIS library. The data will be available within sixty (60) days of cancellation.