

CLARK COUNTY STAFF REPORT

DEPARTMENT: GIS

DATE: July 31, 2018

REQUESTED ACTION:

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

☒ Consent ☐ Hearing ☐ County Manager

BACKGROUND

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

The City of La Center 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 La Center-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 La Center only strengthens and reinforces this position.

COUNCIL POLICY IMPLICATIONS

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

ADMINISTRATIVE POLICY IMPLICATIONS

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

COMMUNITY OUTREACH

Not Applicable

BUDGET IMPLICATIONS


YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		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	General fund
Company Name	

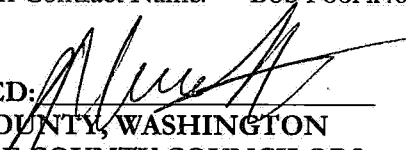
DISTRIBUTION:

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


Steve Dahlberg
Finance Manager – Technology Services


Sheri Rugh
Technology Services Director

Primary Staff Contract Name: Bob Pool x4654 or Jesse Manley x4651

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 7/31/2018

SR# 137-18

APPROVED: _____
Sean Hennessee, County Manager

DATE: _____



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

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

Part II: Estimated Revenues

Fund #/Title	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
0001 – General Fund	\$1,500	\$1,500	\$1,500	\$3,500	\$3,500	\$4,000
Total	\$1,500	\$1,500	\$3,500	\$3,500	\$4,000	\$4,000

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 La Center. Other revenue may be generated for fee-for-service work performed for GIS projects requested by the City of La Center that fall outside of the scope of the inter-local agreement

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
		GF	Total	GF	Total	GF	Total
Total		0	0	0	0	0	0

III. B – Expenditure by object category

Fund #/Title	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	0	0	0	0	0	0

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

CLARK COUNTY, WASHINGTON

AND

CITY OF LA CENTER, WASHINGTON

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of La Center, Washington, a municipal corporation (the "City"), 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 31 day of July, 2018, by and between Clark County, hereinafter referred to as "County" and the City of La Center, 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 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 can 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 La Center corporate city limits (1,364 parcels as of March 1, 2018). 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
 - 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 the City'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 "MapsOnline" 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", "MapsOnline", and other applications developed by Clark County's GIS staff.
- E. The County shall provide access to Clark County's GIS staff to help the City 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, 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.

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's Mayor 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's Mayor and the County Manager. The decision of the Managers regarding the dispute shall be final as between the parties.

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 be any third-party beneficiary to this Agreement.

SECTION 9. DISPOSITION OF CAPITAL UPON TERMINATION OF AGREEMENT. In the event of a 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:

City of La Center, Mayor
214 E 4th Street
La Center, WA 98629

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:

Tina Redline
Clerk to the Board

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

By: _____
Leslie Lopez, Deputy Prosecuting
Attorney



By: Marc Boldt
Marc Boldt, Chair

By: _____
Jennie E. Stewart, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Bileen Quiring, Councilor

CITY OF LA CENTER, WASHINGTON

By: Greg Thornton
Greg Thornton, Mayor

Attest :

Dani Bowen
City Clerk

Approved as to form:

Dan K...
City Attorney

Approved as to form only:

By: Artis Evans
Deputy Prosecuting Attorney