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CITY CLERK'S OFFICE
SPOKANE, WA

City Clerk's No OPR 98-061

MINOR CONTRACT AUTHORIZATION

Date September 21, 1998

Budget Account No Various Departments

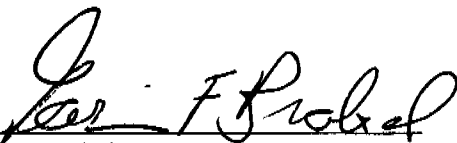
CONTRACT TOPIC:

~~Interlocal~~ agreement with the City of Spokane and the County of Spokane for services provided by the County Information Systems Department's GIS division.

CONTRACT AMOUNT \$5,000.00.

CONTRACT BACKGROUND:

The purpose of this agreement is for the County to provide the City with installation, training, ongoing network access, and support for Spokane County's Public Works MapObjects Based PC Applications.



Submitting Department
Garvin Brakel



Legal

Manager/Division Director



Finance

KV

DISTRIBUTION

- Accounting
- Budget Control
- Taxes & Licenses
- MIS - Linda
- County of Spokane

**INTERLOCAL AGREEMENT FOR ACCESS TO
SPOKANE COUNTY PUBLIC WORKS' PC BASED
MAPOBJECTS APPLICATIONS**

98 0912

OPR 98-861

This agreement, made and entered into this 1st day of February 1998, by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "City", and the County of Spokane, a political subdivision of the State of Washington, having offices for the transaction of business as 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34.080 authorizes any public agency to contract with another public agency to perform any governmental activity which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the parties have cooperated for many years in the use of data processing resources and providing information services that have best met the needs of the community while avoiding duplication of effort and cost; and

WHEREAS, the parties desire to continue further cooperation by agreement; NOW, THEREFORE, in consideration for the mutual terms and conditions contained herein the parties hereto covenant and agree as follows:

1. PURPOSE. The purpose of this agreement is for the County to provide the City with installation, training, ongoing network access, and support for Spokane County's Public Works MapObjects Based PC Applications.
2. SCOPE OF SERVICES.
GENERAL. Services provided by the County Information Systems Department's GIS Division are as follows:
 1. Installation of the requested MapObjects Application. This includes the initial install, verification of network connections, setting security for database access, training in the use of the MapObjects Application, and a MapObjects client license.
 2. Online access to the MapObjects Application and the appropriate Spokane County databases, e.g., SCORE, GISLAYERS, DIGITALORTHOS, BENCHMARKS etc. that the application connects with.
 3. Provide technical support for MapObjects Application during Spokane County Public Works Building's normal hours of operation from 8:00 a.m. to 4:00

p.m., five days a week.

3. COMPENSATION.

The City shall pay the County \$300 for each installation of a MapObjects Application requested by the City of Spokane for the calendar year 1998 and 1999, to be billed at time of installation. A MapObjects license fee will be required. These MapObjects License fees are designated as Attachment A, and hereby incorporated by reference. .

The City shall pay monthly database access fees for each database that the given MapObjects Application connects to. These access fees are designated as Attachment A, and hereby incorporated by reference:

Database access charges will be re-negotiated with the City of Spokane at the time the City makes its 6th request for the installation of MapObject Application.

4. TERM. This agreement shall remain in effect until terminated by either party. Either party may terminate this agreement for any reason with 60 days notice to the other party.

5. ADMINISTRATION

A. City. The designated person for receipt of notices and administering this agreement shall be the GIS Manager, Chrissie Deibel, or her designee. It shall be the responsibility of the City to maintain a current list of installations to be submitted to the County upon request.

B. County. The designated person for receipt of notices and administering this agreement shall be the GIS Network Manager, Ian Von Essen, or his designee.

6. COMPLIANCE WITH LAWS. Each party shall comply with all federal, state, and local laws and regulations applicable to this agreement.

7. ASSIGNMENTS. This assignment is binding on the parties and their heirs, successors, and assigns. Neither party shall assign, transfer, or subcontract its interests, in whole or in part, without first obtaining the written consent of the other party.

8. AMENDMENTS. This agreement may be amended at any time by mutual written agreement.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane having the power or duty to perform an official act or action related to this agreement shall have or acquire any interest in the agreement or have solicited, accepted, or granted a present or future gift, favor, service, or thing of value from or to any person involved in the agreement.

10. INDEMNITY. Each party shall indemnify and hold harmless the other party, its officers,

employees, and agents from all claims, suits, and actions arising from any act or omission of the indemnifier party as a result of this agreement.

- 11. SEVERABILITY. In the event any portion of this agreement should be become invalid or otherwise unenforceable, the rest of this agreement shall remain in full force and effect.
- 12. DATA SAFEGUARDS. The County will make a best faith effort to keep the data processing area secure so as to ensure the confidentiality and security of all data submitted for processing or stored in the area.

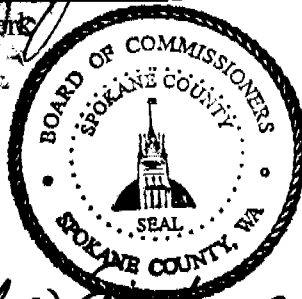
CITY OF SPOKANE

By: *Peter J. Fortin*
City Manager

SRSWS Approval

Attest:

[Signature]
Clerk



SPOKANE COUNTY
BOARD OF COUNTY
COMMISSIONERS

Attest:

Daniel Erickson
Clerk of the Board (Deputy)

[Signature]
W. K. [Signature]
John [Signature]
Vickie [Signature]
Director of Information Systems

Approved as to form:

[Signature]
Assistant City Attorney

Attachment A

MapObject License Fee Schedule

MapObjects Single PC Client License Type	
<i>Single MapObjects Application Client License</i>	\$100.00
<i>Unlimited MapObjects Application Client License</i>	\$250.00

Database Access Fee Schedule

Item	Monthly Charges	
<i>Database 1: SCORE</i>		\$165.00
<i>Database 2: GIS SHAPEFILE SERVER (MapLayers)</i>		\$75.00
total		\$240.00

Access to other databases would be an additional \$75.00 per month per database.

Currently Available MapObject based PC Applications

PWINQ
BenchView
PublicViewer

Installation Information

Department	Installation Date	Application(s) Installed	Database(s) Accessed
1. BlockWatch	February 12, 1998	PWINQ	2 [SCORE & MapLayers]

2.