RESOLUTION NO. 17-0393

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR GIS SERVICES WITH THE ASSOCIATION OF WASHINGTON CITIES (AWC)

WHEREAS, the AWC is a private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch and with regulatory agencies; and

WHEREAS, the AWC Geographic Information Systems (GIS) Consortium Program provides Washington cities the opportunity to access GIS services through the consortium; and

WHEREAS, the AWC’s GIS Consortium will help the City of Edgewood use spatial data and technology to increase internal efficiency, boost citizen engagement, and improve the delivery of services by offering AWC member jurisdictions the ability to have professional GIS services provided at the applicable member rate through the GIS Consortium Program; and

WHEREAS, the AWC will assist the City of Edgewood by assessing GIS needs and providing GIS database access and views, training staff members in using basic GIS data services and views, providing access to online GIS views and data, and both developing and maintaining the City’s GIS data for internal use and public viewing; and

WHEREAS, the AWC offers additional consulting services at a hourly rate that is based on the tier level selected in the agreement and will provide additional services at the City’s request;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an agreement and addendum for services from AWC’s GIS Consortium in an initial amount not to exceed $9,100, which will provide the City one year of $5,000 program costs, the base service fee of $100, a needs assessment, an online data viewer, and up to 85 consulting hours at a rate of $100 per hour after the first 45 hours.


ATTEST:

Daryl Eidinger, Mayor

Rachel Pitzel, City Clerk
Association of Washington Cities
Geographic Information Systems (GIS) Consortium Program

Participation Agreement and Enrollment Application

As a member in good standing with the Association of Washington Cities

City of Edgewood
Member name

Enrolls by this agreement as a member in the Association of Washington Cities (AWC) Geographic Information Systems (GIS) Consortium Program to provide opportunities to access GIS services through the consortium.

The program offers AWC member jurisdictions the ability to have professional GIS services provided at the applicable member rate through the GIS Consortium Program.

1. Administration & Management of the Program
A. AWC is responsible for the day-to-day operation of the GIS Consortium Program, which includes:
B. Assisting program participants in assessing GIS needs and providing GIS database access and views;
C. Providing access to tiered levels of membership services to members at negotiated rates though a GIS consulting partner as determined by AWC, including, but not limited to:
   - GIS needs assessments;
   - development, aggregation, or maintenance of GIS data;
   - access to online GIS views and data; and
   - a specified number of hours of GIS consulting services.
D. Providing program information.

2. Governance of AWC GIS Consortium
A. AWC’s Chief Executive Officer (CEO) directs the operations of the AWC GIS Consortium Program.
B. The Technical Users committee, a committee composed of representatives of no more than five (5) member cities/towns, appointed by the CEO, advises AWC on operational issues including contract terms, allocation of resources to consortium members, program enhancements, conditions for continued participation and other issues. This committee meets at least once per year.

3. Member agrees to:
A. Remain a member of the AWC GIS Consortium Program through the annual term of this agreement.
B. Maintain membership in the Association of Washington Cities through the year for each year of participation.
C. Pay an annual base service fee to be a member of the AWC GIS Consortium Program, such fees to be determined by AWC, and periodically adjusted every three (3) years, as provided on the current rate sheet.
D. Pay a program service fee for each year of participation as determined by AWC for the program year for the Tier level the member selects, as provided on the rate sheet.

E. Pay additional fees, under the terms provided by the program, for additional consulting services requested for work that exceeds the applicable tier level consulting hours originally selected. For Tier 4 level participants, additional consulting service hours may not exceed twenty-five (25) hours per membership year. Additional consulting services shall be requested in an approved work order, and the hourly rate and administrative fee will be the same as the rate and fee of the initial tier level selected. The Member is responsible for tracking consulting hours.

F. Provide notification no less than 30 days before the end of the term if the member wishes to terminate the automatic renewal of the agreement.

G. Termination from the program for non-payment of annual base service fee and program service fees.

H. Work with the GIS consultant on development of the work order and review by the GIS consultant and AWC prior to work beginning.

I. Commence work only after a need assessment is complete, unless agreed to in writing by the GIS consultant partner. Be responsible for completion of the work order with the GIS consultant partner and managing use of GIS consultant partner hours. The work order may reflect work beyond the current program year if agreed by the GIS consultant partner and the work is initiated in the current program year. A maximum of 40 consulting hours may rollover to the following program year if all work is not completed within the term of this agreement.

J. Unless otherwise agreed by the GIS consultant, Tier 2, 3, and 4 members agree to be responsible for maintaining or updating their online viewer and portal, as applicable, after initial development by the GIS consultant partner.

4. Indemnification/Liability
Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney’s fees) arising out of or resulting from, in whole or in part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party’s affiliated companies and their employees, agents or contractors.

6. Assignment
This agreement shall not be assignable by either party without prior written consent of the other party.

7. Term of Agreement
The term of this agreement is effective on December, 2017, for a one-year term, renewing annually each subsequent year upon payment of the annual fee and appropriate GIS service fees, unless the AWC GIS Consortium Program is notified in writing no less than thirty days prior to the start of the annual renewal date for the membership year that the program member is terminating the agreement.

8. Selection of Tier
Member agrees to join the GIS Consortium Program at the Tier selected below:

☐ Tier 1  ☑ Tier 2  ☐ Tier 3  ☐ Tier 4

Authorized by Program Member:

Daryl Eidinger (see addendum on Page 4)
(Printed Name)

Mayor
(Title)

2224 104th Ave E
(Address/Street)

City of Edgewood
(City/Town Applicant)

2224 104th Ave E
(Address/Street)

10/23/2017
(Date)
Authorized by AWC GIS Consortium Program:

Peter King

(Signature)

CEO

11/7/19
(Date)

(Form revised 10-04-16)
Addendum

AWC GIS Consortium Program

Participation Agreement and Enrollment Application

This addendum is the first and only exhibit associated with the City of Edgewood’s Participation Agreement and Enrollment Application with the Association of Washington Cities (AWC) for the GIS Consortium Program. The two items below are intended to clarify what the City will get under the different tiers, based on the tier level chosen in the agreement.

1. Agreement Section 3.D identifies the program costs for the current program year. For the respective costs, the City of Edgewood will receive the following:

<table>
<thead>
<tr>
<th>Tier</th>
<th>FEE*</th>
<th>CONSULTING HOURS</th>
<th>FREE RAPID NEEDS ASSESSMENT</th>
<th>ONLINE DATA VIEWER**</th>
<th>OPEN DATA PORTAL**</th>
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<tr>
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<tr>
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<tr>
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<td>220</td>
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<td>✓</td>
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</tbody>
</table>

*GIS consortium members also agree to pay an annual base service fee of $100 for Tier 1 and 2, and $200 for Tier 3 and 4.
**City must have a pre-existing ArcGIS Online account (ArcGIS Online is included with a standard ESRI subscription).

2. Agreement Section 3.E. states the City of Edgewood will pay additional fees for additional consulting services request at the hourly rate of the initial tier level selected. The following table identifies the current hourly rates for program year 2017.

<table>
<thead>
<tr>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Tier I</td>
</tr>
<tr>
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<tr>
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<td>Tier IV</td>
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