

INTERLOCAL AGREEMENT

FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) AND COMPUTER AIDED DRAFTING (CAD) SERVICES

This Interlocal Agreement is made and entered into this 23rd day of August, 2016 by and between the City of Sumner, Washington, a municipal corporation (hereinafter referred to as "Sumner") and the City Edgewood, Washington, a municipal corporation (hereinafter referred to as "Edgewood").

Whereas, Edgewood is in the process of updating its GIS Data and Utility Standards which requires the creation of maps, databases and other GIS and CAD services; and

Whereas, Edgewood does not have the in-house capability to provide GIS and CAD services; and

Whereas, Edgewood needs GIS and CAD related services for a temporary period of time; and

Whereas, Sumner has a GIS/CAD Specialist that is willing to assist Edgewood by providing GIS and CAD related services wherein said specialist will remain an employee of Sumner but Edgewood will reimburse Sumner at a rate specified in Section 2 below.

NOW THEREFORE for and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **Services To Be Provided.** Subject to the terms and conditions set forth below, Sumner hereby agrees to provide a GIS/CAD Specialist for GIS and CAD related services in accordance with the following terms and conditions.

1.1 Availability. Such services shall be provided on an as-needed basis as requested by Edgewood not to exceed 20 hours a week, but may be increased by mutual written agreement.

1.2 Location. Such services shall be performed exclusively at Sumner City Hall.

1.3 Tools, Equipment and Materials. Such services shall be performed using tools, equipment and materials owned or otherwise within the control and possession of Sumner. Sumner shall be and remain exclusively responsible for all maintenance, repair and operation of such tools, equipment and materials, and shall bear the exclusive risk of loss and/or damage regarding the same.

2. **Compensation.** Edgewood shall reimburse Sumner a rate of \$72.00 per hour in calendar year 2016, \$73.82 per hour in calendar year 2017, and \$75.15 per hour in calendar year 2018 for the actual hours the GIS/CAD Specialist performs services on behalf of Edgewood. The parties mutually acknowledge that said rate reflects a reasonable approximation of the true and full value of the services performed hereunder. The GIS/CAD Specialist shall be responsible for keeping a time sheet that reflects the actual hours worked. Sumner shall submit monthly written invoices to Edgewood documenting the services performed under this Agreement, and Edgewood shall remit payment therefore to Sumner within 30 days of receiving each invoice.

3. **No Employment Relationship Created.** The parties specifically agree that the GIS/CAD Specialist is a Sumner employee and is not an employee of Edgewood. Without limitation of the

foregoing, Sumner shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the GIS/CAD Specialist, and Edgewood shall have no responsibility therefore whatsoever.

4. **Term.** This Agreement shall continue in force and effect for a minimum of five (5) months and a maximum of 2 years or 24 months unless terminated in accordance with Section 5 or mutually extended by written agreement.
5. **Termination.** Either party may terminate this Agreement at any time without cause by providing at least thirty (30) days advance notice of termination in writing to the other party. Any termination by Edgewood without cause shall not be effective until a date at least thirty (30) days after the written notice of termination is delivered to Sumner.
6. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by both parties.
7. **Hold Harmless.** Both Sumner and Edgewood mutually acknowledge that they are each members of the same insurance pool through the Washington Cities Insurance Authority. Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits excluding attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington.
9. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.
10. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
12. **Administration; No Separate Entity Created.** The Edgewood Mayor and the Sumner Mayor shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.
13. **Property Acquisition, Retention and Disposition.** No joint acquisition of real or personal property is contemplated by this Agreement. All drawings, maps, data and other documents prepared by the GIS/CAD Specialist under this Agreement shall become the property of Edgewood upon Edgewood's receipt. Any other real or personal property acquired by a party shall remain within the sole and exclusive ownership of that party following the termination or expiration of this Agreement.

14. **Notices.** Notices to Edgewood shall be sent to the following address:

**City of Edgewood
Attn: Mayor
2224 104th Avenue E.
Edgewood, WA 98371**

Notices to Sumner shall be sent to the following address:

**City of Sumner
Attn: City Administrator
1104 Maple Street
Sumner, WA 98390-1423**

15. Duty to File Agreement With County Auditor. Prior to this Agreement's entry into force, Edgewood shall, pursuant to RCW 39.34.040, (i) file this Agreement with the Pierce County Auditor's Office, or (ii) list this Agreement by subject on Edgewood's internet web site.

DATED this 9th day of September 2010

CITY OF EDGEWOOD

Daryl Eitinger, Mayor

ATTEST:

Rachel Pitzel
Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

J. Tolson Wolf, City Attorney

CITY OF SUMNER

David Ensor, Mayor

ATTEST:

Michelle Converse

APPROVED AS TO FORM:

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Brett Winsor, City Attorney

