

INTERLOCAL AGREEMENT BETWEEN MACECOM AND MASON COUNTY
FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES
DATA CONVERSION

Whereas, MACECOM, in order to meet statutory requirements to update its dispatch system, must maintain Geographic Information System (GIS) data and;

Whereas, Mason County (County) has the necessary staff and expertise to assist MACECOM in maintaining this data; and

Whereas, Chapter 39.34 RCW permits governmental entities to contract with each other for such purposes;

NOW, THEREFORE, in consideration of the mutual promises contained herein, MACECOM and the County agree as follows:

I. Purpose

1.1

The purpose of this Agreement is to provide MACECOM with GIS data maintenance and expertise for the MACECOM Spillman Technologies CAD Geobase Module and the POSITRON E911 PowerMap software.

II. Scope of Work

2.1 Goal:

To provide maintenance of the GIS data that MACECOM uses in the Spillman Technologies, Inc. CAD Geobase Module and POSITRON E911 PowerMap software.

2.2 Tasks:

- The County will perform monthly (or as needed) updates of GIS data to the POSITRON E911 PowerMap software and Spillman Technologies CAD Geobase module.
- The County will add or remove GIS data layers from the POSITRON E911 Powermap software as requested by MACECOM.
- The County will create and attribute all new private, city, county, state and federal roads and perform continuing Quality Control/Quality Assurance of the GIS road database.
- The County will perform any needed additions or updates to Cell Tower locations within Mason County and update that data into the POSITRON E911 PowerMap system.
- The county will create and attribute all new county and city site addresses and perform continuing Quality Control/Quality Assurance of the GIS site address database.
- The County will create and maintain a map layer of all long term road closures and perform monthly (or as needed) updates of data to the POSITRON E911 PowerMap software. A long term closure is defined as any closure that is scheduled to be more than two weeks in duration.
- The County will continue to perform a Quality Control comparison between the GIS road database and the Master Street Addressing Guide (MSAG) and resolve any discrepancies between the two.

- The County will perform updates to ESN Zone information in the ESN Zone GIS data layer and in the GIS road database layer as needed.
- The County will perform processing, installation and maintenance of aerial photography data files as needed.
- The County will perform maintenance of the Common Places, Geographic Land Features and Emergency Landing Zone GIS Databases and the associated Master Alias Table for the Spillman Database System.
- The County will update an ArcReader file, and provide user support and training for the ArcReader software.
- The County will participate in Washington State Homeland Security Region 3 GIS coordination activities.
- The County will work with the Fire Departments to map private bridges and Fire Hydrants.

2.3 Duration:

This agreement is for the period of July 1st, 2014 through June 30th, 2016.

III. Compensation

3.1 Personnel service costs

The County shall invoice MACECOM for the tasks outlined in this agreement based on a rate of \$72.50 per hour.

3.2 Limitations

The County shall not exceed a total cost of \$69,600 in the performance of the Agreement without the prior express written consent of MACECOM.

IV. Invoicing

4.1 The County will issue progress billings to MACECOM throughout the duration of the agreement detailing total hours and direct expenses. MACECOM will remit to the County within 45 days of the receipt of the invoice. MACECOM must receive invoice by the fifteenth of the month following services rendered, except that the invoice for service for June 2016 must be received by June 30th, 2016.

V. Hold Harmless and Indemnification

5.1 MACECOM shall hold harmless, indemnify and defend Mason County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature, including costs and attorneys fees in defense thereof, caused by or arising out of the MACECOM's actions or inactions in the performance of this contract.

5.2 Mason County shall hold harmless, indemnify and defend MACECOM, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature, including costs and attorneys fees in defense thereof, caused by or arising out of Mason County's actions or inactions in the performance of its obligations under this contract.

EXCEPTING THAT: *The data provided has been tested for accuracy, and every effort has been made to ensure that these data are timely, accurate and reliable. However, Mason County makes no guarantee or warranty to its accuracy as to labeling, dimensions, or placement or location of any data or map features contained herein. The boundaries depicted by these data are approximate, and are not necessarily accurate to surveying or engineering standards. These data are intended for informational purposes and should not be considered authoritative for engineering, navigational, legal and other site-specific uses. Mason County does not assume any legal liability or responsibility arising from the use of this data in a manner not intended by Mason County. In no event shall Mason County be liable for direct, indirect, incidental, consequential, special, or tort damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising from use of or reliance on the information contained herein. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map.*

VI. Amendments

6.1 Changes regarding scope of work and amendments to the total cost of this agreement shall be valid only if amended in writing, signed by both MACECOM and County Commission and attached to this Agreement

6.2 Any changes regarding the rates to be paid per hour and any procedural changes to the Agreement shall be valid only if agreed to in writing, signed by Mason County Commission and MACECOM and attached to this Agreement.

VII. Duration

7.1 The term of this Agreement begins on the date executed by both parties and shall remain in effect until June 30, 2016. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party, stating intent to terminate.

VIII. Dispute Resolution

8.1 The parties shall attempt to resolve any dispute under this Agreement through negotiations, with or without the help of a mediator. If negotiations fail, the parties shall submit the dispute to an arbitrator, who shall hear the dispute pursuant to the Superior Court Mandatory Arbitration Rules (MAR). The ruling of the arbitrator shall be subject to appeal de novo to superior court. MACECOM and County shall bear their own costs of preparing their cases for dispute resolution, but shall share equally any mediation, arbitration, or court fees.

IX. Governing Law, Venue, Limited consent to Suit

9.1 This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Any action that cannot be resolved through mediation or arbitration may be brought in Mason County Superior Court.

X. Severability

10.1 If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of the Agreement.

XI. Integration

11.1 This Agreement sets forth the terms and conditions agreed upon by MACECOM and County, and supersedes any and all prior agreements, oral or otherwise, with respect to the subject matter addressed herein, including without limitation any rights and obligations that may now exist between the parties.

XII. Notice:

12.1 All notice required or permitted to be given under this Agreement to a party shall be deemed sufficient if given in writing and sent by certified mail to the address stated below for each party.

MACECOM
PO BOX 209
SHELTON, WA 98584

MASON COUNTY COMMISSIONERS
411 NORTH 5th STREET
SHELTON, WA 98584

This Agreement for GIS services is hereby entered into between MACECOM and Mason County:


MACECOM:



Legislative Board Member, Chairman



Legislative Board Member



Legislative Board Member

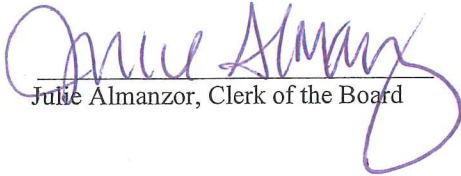
Legislative Board Member

Legislative Board Member

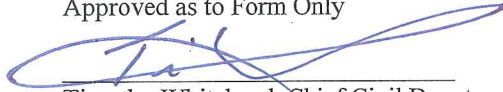
DATED this 12th day of Nov, 2014

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

ATTEST:

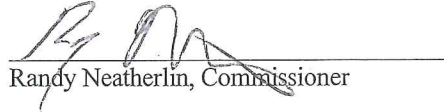

Julie Almanzor, Clerk of the Board

Approved as to Form Only


Timothy Whitehead, Chief Civil Deputy
Prosecuting Attorney


Terri Jeffreys, Chair


Tim Sheldon, Commissioner


Randy Neatherlin, Commissioner

DATED this 7 day of October, 2014