

**RESOLUTION 2022-S**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,  
AUTHORIZING THE EXECUTION OF A MEMBERSHIP AGREEMENT WITH  
ASSOCIATION OF WASHINGTON CITIES (AWC) GIS CONSORTIUM PROGRAM**

**WHEREAS**, AWC offers member jurisdictions the ability to have professional GIS services provided at the applicable member rate through the GIS Consortium Program; and

**WHEREAS**, GIS services preserve institutional knowledge, improve access to critical data, increase efficiencies, reduce costs and improve asset management; and

**WHEREAS**, the Town of Eatonville previously paid for and has 96 hours left on the books from an expired agreement with AWC; and

**WHEREAS**, AWC has agreed to a special arrangement to allow for carry over of all 96 hours as long as the Town provides a work plan to utilize these hours and uses those within 6 months; and

**WHEREAS**, the 2022 Budget, as approved by the Town Council, includes funds budgeted for consulting hours; now, therefore

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Mayor is authorized to execute on behalf of the Town the Participation Agreement and Enrollment Application with AWC for the GIS Consortium Program, attached as Exhibit A.

**PASSED** by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28<sup>th</sup> day of March, 2022.

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David Baublits, Mayor

ATTEST:

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Miranda Doll, Town 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

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**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**

AWC is responsible for the day-to-day operation of the GIS Consortium Program, which includes:

- A. Assisting program participants in assessing GIS needs and providing GIS database access and views;
- B. Assisting program participants in using basic GIS data services and views;
- C. Providing access to tiered levels of membership services to members at negotiated rates through 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. Day to day operations are handled by a designated and assigned AWC staff member.

**3. Member agrees to:**

- A. Remain a member of the AWC GIS Consortium Program through the annual term of this agreement for each year of participation.
- B. Maintain membership in the Association of Washington Cities through the year for each year of participation.
- C. Pay an annual administrative service fee to be a member of the AWC GIS Consortium Program, such fees to be determined by AWC, and periodically adjusted as provided on the current rate schedule.
- 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 current rate schedule.
- 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. Additional consulting services shall be requested in a work order approved both by AWC and the GIS consultant partner, and the hourly rate and administrative fee will be as listed on the current rate schedule. 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 needs 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. Members whose active membership in the consortium has lapsed have a maximum of 6 months to utilize any remaining consulting hours.
- 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 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.

#### **5. Public Disclosure**

Each party acknowledges that the other party is subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any specific information that is claimed by the member to be confidential or proprietary must be clearly identified as such by the member. If a request is made to view the member's information, AWC will notify the member of the request and the date that such records will be released to the requester unless member obtains a court order enjoining that disclosure. If the member fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

#### **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 \_\_\_\_\_, 20\_\_, 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:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address/Street)

\_\_\_\_\_  
(City/Town Applicant)

\_\_\_\_\_  
(Date)

#### **Authorized by AWC GIS Consortium Program:**

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*Alicia Seegers Martinelli*

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*Interim CEO*

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*(Signature)*

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*(Date)*

(Form revised 01-04-22)