## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Benton County, a political subdivision of the State of Washington, and the City of Richland, a municipal corporation.

## WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the purpose of this agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of portions of BENTON COUNTY, including the areas lying within the CITY OF RICHLAND; and

WHEREAS, this project will benefit both, because the COUNTY has a need to update its urban ortho-imagery of the County in 2014, and the CITY OF RICHLAND has a need to update its ortho-imagery of those areas lying within the limits of the Richland Urban Growth Boundary; and

WHEREAS, both parties have the capability to independently acquire and/or produce 2014 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

WHEREAS, a major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs; and

WHEREAS, the CITY OF RICHLAND has requested that the COUNTY provide and deliver to them the ortho-imagery of the Richland Urban Growth Boundary with 4-inch or better pixel resolution; and

WHEREAS, the COUNTY will be entering into a personal services contract with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of portions of Benton County; and

WHEREAS, the COUNTY is willing to include, as part of the contract to be entered with GEOPHEX, LTD., all provisions necessary to deliver ortho-imagery of the areas lying within the Richland Urban Growth Boundary to the CITY OF RICHLAND at the requested 4-inch or better pixel resolution; and

WHEREAS, the CITY OF RICHLAND has agreed to pay the COUNTY the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution; and

## **NOW, THEREFORE**, the parties agree as follows:

- 1. The COUNTY shall provide all data and resources necessary for GEOPHEX, LTD., to complete the work as outlined in the personal services contract to be entered with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of Benton County.
- 2. The COUNTY shall provide all preliminary data received from GEOPHEX, LTD., for the Richland Project Area, as described in paragraph 5, to the CITY OF RICHLAND for their review and comment.
- The COUNTY shall relay the CITY OF RICHLAND's concerns regarding accuracies and visual issues such as seams or structures with edge or displacement effects to GEOPHEX, LTD. and assure that such concerns are addressed in the final product produced by the COUNTY'S contract with GEOPHEX, LTD.
- 4. The COUNTY shall deliver to the CITY OF RICHLAND a copy of all project deliverables across the entire extent of the Project Area as described in Exhibit A (Attached), including both project documentation and project data, as described in the personal services contract to be entered with GEOPHEX, LTD.
- 5. The CITY OF RICHLAND shall reimburse the COUNTY in the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution across the Richland Project Area as described in Exhibit B (Attached). The amount to be reimbursed by the CITY OF RICHLAND to the COUNTY shall be Fifteen Thousand Seven Hundred and Twenty-two dollars (\$15,722), plus tax, if applicable, less an amount equal to Forty-four (44) percent of any donations received by the COUNTY for this project by July 31, 2014.
- 6. The COUNTY shall submit an invoice to the CITY OF RICHLAND for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data.

## BOARD OF COUNTY COMMISSIONERS BENTON COUNTY, WASHINGTON

James Beaver, Chairman

City Representative

City Manager

Title

Date: 5/14/14

CITY OF RICHLAND

RICHLAND, WASHINGTON

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney



