

**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 MUKILTEO

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 database access and views, professional needs assessment, and technical assistance as provided by the applicable member rate to the consortium.

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. 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 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. Beginning January 1, 2017, pay an annual base service fee to be a member of the AWC GIS consortium, such fees to be \$100 for Tier 1 and 2 members and \$200 for Tier 3 and 4 members, and as

periodically adjusted every three (3) years. Non-city entity members agree to pay an annual base service fee to be a member of AWC GIS consortium at an additional rate, to be determined by AWC.

- 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:
- For the 2016 program year, Tier level fees are as follows: Tier 1: \$2,500; Tier 2: \$5,000; Tier 3: \$10,000; Tier 4: \$20,000.
- 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 selected. Additional consulting services shall be requested in an approved work order and the hourly rate will be the same as the hourly rate of the initial tier level selected. The Member is responsible for tracking 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.
- J. Unless otherwise agreed by the GIS consultant, Tier 3 and 4 members agree to be responsible for maintaining or updating their online portal 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.

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 SEPT. 21, 2016, and will terminate on December 31, 2016, renewing automatically each January 1 of the 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 membership year that the program member is terminating the agreement.

8. Selection of tier:

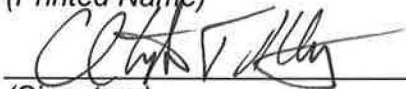
Member agrees to join the GIS Consortium Program at the tier selected below:

☐ Tier 1: \$2,500 ☐ Tier 2: \$5,000 ☐ Tier 3: \$10,000 ☒ Tier 4: \$20,000

Authorized by Program Member:

CHRISTOPHER PHILLIPS

(Printed Name)



(Signature)

MUKILTEO, WA

(City/Town Applicant)

MANAGEMENT SERVICES DIRECTOR

(Title)

11930 CYRUS WAY

(Address/Street)

20 Sep 16

(Date)

Authorized by AWC GIS Consortium Program:



Peter King

CEO



(Date)

(Signature)

(Form revised 07-21-16)