



INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT hereinafter called "NWCPUD."

WHEREAS, both Wasco and NWCPUD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to NWCPUD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee provisions of Oregon's public records law except as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE

1.1 This Agreement is effective July 12024 and terminates at 11:59 p.m. on June 30, 2027, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

2.1 Either party, upon 30 days written notice to the other party, may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. PURPOSE

3.1 The purpose of this Agreement is to:

3.1.1 Provide ongoing GIS data and support to NWCPUD

3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

4.1 The geographic area involved in this Agreement includes, but is not limited to the following unites of land:

Those portions of Wasco County served by NWCPUD and within the service district boundaries.

5. STATEMENT OF WORK

5.1 Wasco Agrees to:

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates of the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

5.2 NWCPUD Agrees to:

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 On July 1, 2024, NWCPUD shall contribute \$6,366 in cash towards the maintenance of WCGIS. Subsequently, NWCPUD shall contribute a minimum of \$6,366 on July 1, 2025, and July 1, 2026. These subsequent payments may increase by up to 3% of the prior year's payment, directly reflecting any percentage increase in Wasco's cost to maintain WCGIS for the coming year. Wasco shall notify NWCPUD of any such increase at least 90 days prior to the payment due date.

5.3 Both Wasco and NWCPUD agree that:

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties; and
- 5.3.2 The data provided between Wasco and NWCPUD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, AutoCAD dxf/dwg format.

6. LIABILITY AND INDEMNITY

- 6.1 NWCPUD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by NWCPUD, or its officers, employees or agents.
- 6.2 Wasco shall indemnify NWCPUD for, and hold NWCPUD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 6.3 Wasco warrants that data provided hereunder will be prepared and presented in accordance with the local standards of Geographic Information System professionals in effect at the time the services are performed. WASCO MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANOTHER MATTER. WASCO IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE or MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR SURVEY OR ENGINEERING PURPOSES. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT

ROUTE OF ACCESS IDENTIFIED IN DIGITAL MAPPING. DATA FROM WASCO'S ASSESSORS OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT AT WASCO'S DISCRETION.

7. ASSIGNMENT

- 7.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

8. AGENCY/PARTNERSHIP

- 8.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 8.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with NWCPUD in connection with activities carried out under this Agreement, and shall have no obligation with respect to NWCPUD's debts or any other liabilities of each and every nature.

9. NO WAIVER OF CLAIMS

- 9.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

10. MODIFICATION

- 10.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

11. LAW OF OREGON

- 11.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

APPROVED this 5th Day of June, 2024

APPROVED AS TO FORM:



Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS

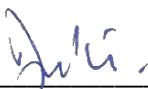


Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair

NORTHERN WASCO COUNTY PUD



Roger Kline, General Manager



Philip L. Brady, County Commissioner