

City of Sherwood, Oregon

Resolution No. 97-715

A RESOLUTION APPROVING METRO'S INTERGOVERNMENTAL AGREEMENT FOR CONTINUANCE OF DATA RESOURCE CENTER'S SUBSCRIPTION SERVICES TO GOVERNMENTS IN THE REGION, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Metro provides a central point of contact for government agencies seeking geographic information services, mapping services, and socioeconomic research and data for the Metro region. These research and data services are extensively used and directly benefit citizens and business in Sherwood and in the Metro region; and

WHEREAS, the Agreement entered into by Metro and the City of Sherwood will foster and encourage the exchange of data provided by the Region Land Information System (RLIS) and other sources.

WHEREAS, the City of Sherwood and Metro may enter into an Intergovernmental Agreement under Chapters 190 and 268 of Oregon Revised Statutes.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. Approval and Adoption: That the City of Sherwood approve and adopt the Intergovernmental Data Services Agreement in its entirety, attached hereto as Exhibit A, and enter into an agreement with Metro.

Section 2. Term of Agreement: The term of this Agreement shall be for the period commencing December 1, 1997, through, and including November 30, 2002, unless terminated sooner upon the action of either party at any time as provided by said Agreement.

Section 3. Effective Date: This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 9th day of December 1997.



Ron Tobias, Mayor

ATTEST:



Jon Bormet, City Manager-Recorder

COPY

Intergovernmental Data Services Agreement

THIS AGREEMENT IS ENTERED into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Ave., Portland, Oregon 97232, and the City of Sherwood, a municipal government organized under the laws of the State of Oregon and located at 20 NW Washington, Sherwood, Oregon 97140 (hereinafter referred to as "the Subscriber").

RECITALS:

Metro provides a central point of contact for government agencies, non-profit entities, businesses and the public seeking geographic information services, mapping services, and socioeconomic research and data for the Metro region. These research and data services are extensively used and directly benefit citizens and businesses in the municipality and in the Metro region.

Metro provides data services to the region's cities and counties using the Regional Land Information System (RLIS). Metro and the Subscriber desire through this Agreement to encourage the exchange between them of data and information.

METRO is empowered by Chapters 268 and 190 of the Oregon Revised Statutes to contract with any public agency and the Subscriber has authority under Chapter 190 of ORS to enter into intergovernmental agreements.

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

TERMS OF AGREEMENT

1. Provision of Data Information Services. Metro hereby agrees to provide the Subscriber Computer Data Information Services ("the Services") from Metro's Data Resource Center, as set forth in Section 3 of this Agreement and subject to the provisions set forth in Section 7 of this Agreement for the sharing of data and information between and among Metro, the Subscriber and other local government jurisdictions.
2. Term of Agreement. The term of this Agreement shall be for the period commencing on December 1, 1997, through and including November 30, 2002, unless terminated sooner upon the action of either party at any time as provided in Section 11.
3. Subscription Services & Benefits to be Provided. Metro shall provide the Subscriber with the following Services and Benefits:

- **Geographic Information System (“GIS”) Services:** Metro shall provide geographic information system analysis, color maps and statistical reports to the Subscriber upon request.
- **Digital Regional Land Information System (“RLIS”) Data:** Metro shall provide the Subscriber with layers of RLIS for use on the computer system of the Subscriber.
- **Economic and Demographic Research Services:** Metro shall provide research staff to perform research for the Subscriber and to provide the Subscriber with access to econometric and land use allocation computer models.
- **On-line Access:** Metro shall provide the Subscriber with on-line access and technical support of the licensed computer services to the extent such support can be supported via Internet service providers of Metro.
- **Published Reports:** The Subscriber shall be on the Metro information distribution list and shall receive all Metro publications at no charge.
- **Priority job status:** Metro shall perform requests for services made by the Subscriber with priority over services requested for persons or entities which have not subscribed for the services and benefits described herein.

4. Compensation. Metro shall provide the Subscriber with the Services and Benefits set forth in this agreement at rates that shall be modified in correspondence with (1) the level of compensation of the staff which Metro assigns, in its sole discretion, to the provision of services to the Subscriber; and (2) the class of computer system required to perform the tasks sought by the Subscriber. The actual staff, overhead, and computer charges reported by the Office of the Metro Chief Financial Officer shall be as used to set rates for purposes of this Agreement.

5. Expenses. In addition to any Compensation as set forth in Section 4 of this Agreement, the Subscriber shall pay Metro for all actual expenses incurred by Metro in response to requests by the Subscriber for assistance or technical support. Metro shall provide the Subscriber with quarterly invoices for such expenses.

6. Addendum Agreement. In addition to the services set forth in this Agreement, the Subscriber may request additional services in an addendum to this Agreement. Such addendum may also contain the total amount, which the Subscriber has budgeted for the budget year of the Subscriber for the services sought under this Agreement.

7. Sharing of Data or Information. Metro and the Subscriber hereby agree to encourage, to the maximum extent possible, the exchange of information between the parties. Any amendment to this agreement may list any data or information to be shared and any restrictions upon use of the shared data or information by the recipient of the data or information. Any exchange of data or information under this Agreement shall be deemed

to be of equivalent value and of mutual benefit to each data or information recipient. In any case in which a provider of data or information can demonstrate by clear and convincing evidence the existence of a significant economic disparity in the exchange of data or information, Metro and the Subscriber shall agree on any additional compensation for any exchange of data. Such additional compensation may include, but is not limited to cash payments, in-kind services or other property or assets of the exchanging party.

8. Sales of Data or Information. Both Metro and the Subscriber may contract for the sale to any third party of data provided, subject to any limitations on sale agreed to by Metro and any Subscriber.

9. Liability and Indemnity.

- a. Except as set forth in Section 8c, the Subscriber shall indemnify Metro for, and hold Metro harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Subscriber, or its officers, employees, or agents.
- b. To the extent permitted by Oregon Law, Metro shall indemnify Subscriber for, and hold Subscriber harmless from any and all claims arising out of the negligent acts or omissions caused by Metro, or its officers, employees, or agents.
- c. It is specifically understood that all data exchanged between Subscriber and Metro is subject to errors, including, but not limited to data entry and other inadvertent errors occurring during any data conversion. Upon delivery of any data to any party to this agreement, the recipient shall assume full and absolute liability for all errors and inaccuracies.

10. Termination. Either party hereto may terminate all or part of this contract based upon a determination that such action is in the public interest. Termination pursuant to this provision shall be effective within ten (10) business days following receipt of written notice from the terminating party or the joint issuance of a mutual agreement to terminate. Upon termination, Metro shall be entitled to all payments in accordance with the terms of this agreement.

Within thirty (30) calendar days after termination pursuant to this paragraph, Metro shall submit itemized invoices for all unreimbursed work under this Agreement completed before termination and all closeout costs actually incurred by Metro in terminating this Agreement.

11. Applicable law. The situs of this Agreement is Portland, Oregon, and any litigation related hereto shall be governed by the laws of the state of Oregon and conducted in the circuit court for Multnomah County. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement including, but not limited to, ORS 279.015 to 279.320. Specifically, it is a

condition of this Agreement that contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

12. Assignment. 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.

13. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

Metro:

City of Sherwood

By: _____

By: Jon Bormet

Name: _____

Name: JON BORMET

Title: _____

Title: CITY MANAGER

Date: _____

Date: 12/17/97