

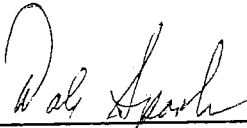
RESOLUTION NO. 17-2003

**A RESOLUTION APPROVING THE INTERLOCAL
AGREEMENT BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR
GIS MAPPING SERVICES**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the agreement attached hereto between the **CITY OF OMAK**, a municipal corporation and **OKANOGAN COUNTY**, a political subdivision under the laws of the State of Washington, is hereby approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY and the City Clerk/Treasurer is authorized and directed to attest his signature.

INTRODUCED and passed this 7th day of July 2003.

APPROVED:




Dale Sparber, Mayor

ATTEST:



Trish Butler, City Clerk/Treasurer

APPROVED AS TO FORM:



Michael D. Howe, City Attorney

RECEIVED

JUL 25 2003

INTERLOCAL AGREEMENT

For
GIS Services

Okanogan
CO

CITY OF OMAK

This agreement entered into on this 7TH day of July, 2003, by and between the City of Omak, which is a municipal corporation of the state of WASHINGTON, hereinafter referred to as the "City" and Okanogan County, a political subdivision of the State of WASHINGTON, by and through its Board of County Commissioners, hereinafter referred to as "County", concerning mapping services updating the City's Comprehensive Plan pursuant to the Washington Growth Management Act regarding Critical Areas.

WITNESSETH:

Whereas, it is to the mutual benefit of the City and the County to cooperate on a long-term basis with regard to land use planning within and in close proximity to the incorporated boundaries and which is identified as Urban Growth Boundaries in the City's Comprehensive Plan; and

Whereas, the County owns and maintains a Geographic Information System that includes data necessary to identify and designate Critical Areas for lands both within the City and the Urban Growth Areas presently under jurisdiction of the County; and

Whereas, joint planning efforts between Counties and Cities is a normal, existing and accepted method of dealing with issues related to land development and growth; and

Whereas, the City and the County are required by statute to develop Critical Area Ordinances with due consideration to the Best Available Science; and

Whereas, the City has applied for and been awarded a grant of \$5000 by the Washington State Department of Community, Trade and Economic Development, to develop Critical Area Ordinances of which \$1500 of this amount has been budgeted for mapping services to be supplied by the County; and

Whereas, the County and the Cities are acting pursuant to the Interlocal Cooperative Act, Chapter 39.34 RCW, which provides that one municipal corporation may contract with another municipal corporation for such services.

Now, Therefore, in consideration of the premises, mutual covenants hereinafter set forth, the County and the City do hereby agree that:

1. The staff of the Okanogan County GIS Department shall work with the City's Planning and Community Development Director to develop a base map that includes various layers of data pertinent to Critical Areas, and shall provide information necessary to depict Critical Areas designations within the City and its

Urban Growth Boundaries to be included in the City's Comprehensive Plan and Critical Areas Ordinances.

2. In consideration of services furnished, the City shall pay to the County an amount not to exceed \$1500 (One-Thousand Five Hundred Dollars) within 30 days of the execution of this agreement. Such payment shall be used for services rendered by the Okanogan County GIS Department subject to Attachment A, Okanogan County Fee Schedule for GIS Services and Attachment B, Okanogan County GIS Department Priority Work Schedule.
3. Distribution and display of data, visually, printed, or in electronic, form shall be subject to all existing agreements between the County and other state agencies concerning the distribution of data.
4. All visual maps distributed to the City shall clearly identify the following disclaimer, as follows or hereafter amended and agreed to by the County:

"The information displayed on this map is for evaluation purposes only and does not represent actual boundaries or locations.
5. The City Planning and Community Development Director shall communicate and attend meetings in assistance to the County in the update of the County Comprehensive Plan as it pertains to the Urban Growth Area identified in the City Comprehensive Plan.
6. The County agrees to return to the City upon termination of this Agreement all documents, drawings, photographs, and other written or graphic material, however produced or received from the City and used by the County in the performance of the services herein. All internal work papers, drawings, and memorandums of any kind, prepared by the County in connection within this Agreement shall be the property the County upon termination of this Agreement.
7. The County may, upon termination of this Agreement, use all information developed under this Agreement for its own review purposes, including but not limited to, revision and updates of the Okanogan County Comprehensive Plan, development regulations, review for development purposes, and the like.
8. The County warrants that its services are performed, within the limits prescribed by this Agreement, with the usual thoroughness and competence of the GIS profession. No other warranty is intended or included. Every effort will be made to ensure accuracy is of the utmost importance, however, electronic information may contain errors unless field verified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals pursuant to the approvals of their governing bodies duly entered into the minutes thereof.

CITY OF OMAK

Dale Sparber
Mayor Dale Sparber

Attest:

Trish Butler
Trish Butler

Approved as to Form
Michael Howe
City Attorney Michael Howe

OKANOGAN COUNTY

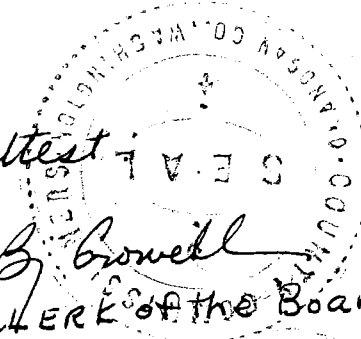
Craig Veiraska
Craig Veiraska, Chairman

Dave Schulz
Dave Schulz, Member

Mary Lou Peterson
Mary Lou Peterson, Member

Heidi Appel, Civil Deputy Prosecutor

attest
B. Brownell
CLERK of the Board

The seal is circular with a dashed border. The outer ring contains the text "SEAL OF OKANOGAN COUNTY WASHINGTON" in a clockwise direction. The center of the seal contains the word "attest" written in a cursive script, with a signature "B. Brownell" and the title "CLERK of the Board" written below it.

Attachment A

Okanogan County Fee Schedule for GIS Services

Billing Rate \$30.00/hr

Sheet Size/Cost (Single Layer)

8½" x 11" (A Size)	\$5.00
11" x 17" (B Size)	\$10.00
24" x 36" (D Size)	\$20.00
36" x 48" (E Size)	\$30.00

Additional Layers will be billed at the standard Billing Rate \$30.00/hr

Digital Data (CD-ROM) \$5.00/CD

Transfer of data via FTP, E-mail, or direct download Free

Digital Data and Maps are available in various digital formats. Please contact the GIS Department for appropriate digital format.

Attachment B

Okanogan County GIS Department Priority Work Schedule

Priority A

1. Complete and update of land use parcel layer
2. 911 Address Mapping

Priority B

1. Planning Analysis Mapping/Director
2. Census
3. Water Resources
4. Other County Department Requests

Priority C

1. Other Government Agency Requests
2. General Public Requests

Attachment C

Schedule of Deliverables

Following maps in Comp Plan Format and digital format covering Urban Growth Area, including:

Updated Parcel Maps for City and UGA

Priority Habitats and Species Maps

NWI Map

Map identifying steep slopes (over 30%?) (i.e., topographical map)

Soils maps

Other maps as needed within cost estimate.