

# RESOLUTION

2016 315

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF WEST RICHLAND FOR HIGH RESOLUTION COLOR DIGITAL ORTHOPHOTOGRAPHY FOR 2016 FOR THE AREA WITHIN THE WEST RICHLAND PROJECT AREA.

**WHEREAS**, per 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**, in order to keep up with growth and the associated public services, Benton County continually updates its GIS base and periodically updates its digital orthophotography base; and

**WHEREAS**, in association with Benton County, the City of West Richland will be updating its urban digital orthophotography base in 2016; and

**WHEREAS**, both Benton County and the City of West Richland have the capability to independently acquire and/or produce 2016 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

**WHEREAS**, the City of West Richland has requested that Benton County provide and deliver to them 4-inch or better pixel resolution ortho-imagery within the West Richland Project Area; and

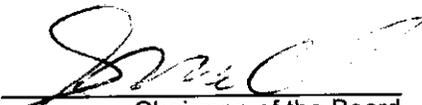
**WHEREAS**, the City of West Richland has agreed to pay Benton County the amount of the cost of the delivery of the 4-inch or better pixel resolution ortho-imagery within the West Richland Project Area;  
**NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees to approve this Intergovernmental Cooperation Agreement with the City of West Richland in the amount of Eight Thousand Nine Hundred and Forty-seven dollars and Thirty-four cents (\$8,947.34), plus tax, if applicable; and

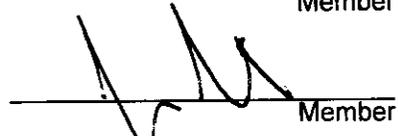
**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the Intergovernmental Cooperation Agreement attached hereto; and

**BE IT FURTHER RESOLVED** the term of the attached contract commences upon execution by both parties, and shall expire upon the completion of the project.

Dated this 19 day of April, 2016.

  
Chairman of the Board

  
Member

  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....

  
Clerk of the Board

## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT** is between Benton County, a political subdivision of the State of Washington, and the City of West 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 portions of the areas lying within the CITY OF WEST RICHLAND; and

**WHEREAS**, this project will benefit both, because the COUNTY has a need to update its urban ortho-imagery of the County in 2016, and the CITY OF WEST RICHLAND has a need to update its ortho-imagery of those areas lying within the limits of the West Richland Urban Growth Boundary; and

**WHEREAS**, both parties have the capability to independently acquire and/or produce 2016 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 WEST RICHLAND has requested that the COUNTY provide and deliver to them the ortho-imagery of portions of the West Richland Urban Growth Boundary with 4-inch or better pixel resolution; and

**WHEREAS**, the COUNTY has entered 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

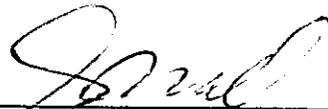
**WHEREAS**, the COUNTY has included, as part of the contract it has entered into with GEOPHEX, LTD., all provisions necessary to deliver ortho-imagery of portions of the areas lying within several local urban growth areas to the CITY OF WEST RICHLAND at the requested 4-inch or better pixel resolution; and

**WHEREAS**, the CITY OF WEST 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

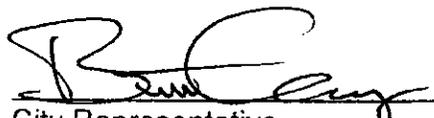
**NOW, THEREFORE**, the parties agree as follows:

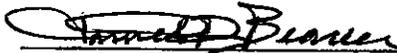
1. The COUNTY shall provide all data and resources necessary for GEOPHEX, LTD., to complete the work as outlined in the personal services contract it entered into with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of Benton County.
2. The COUNTY shall provide all preliminary data received from GEOPHEX, LTD., for the West Richland Project Area, as described in the attached Exhibit B, to the CITY OF WEST RICHLAND for their review and comment.
3. The COUNTY shall relay the CITY OF WEST 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 WEST 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 WEST RICHLAND shall reimburse the COUNTY for the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution across the West Richland Project Area as described in Exhibit B (Attached). The amount to be reimbursed by the CITY OF WEST RICHLAND to the COUNTY shall be Eight Thousand Nine Hundred and Forty-seven dollars and Thirty-four cents (\$8,947.34), plus tax, if applicable.
6. The COUNTY shall submit an invoice to the CITY OF WEST RICHLAND for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data, which shall be payable within thirty (30) days.

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

  
\_\_\_\_\_  
Shon Small, Chairman

CITY OF WEST RICHLAND  
WEST RICHLAND, WASHINGTON

  
\_\_\_\_\_  
City Representative

  
\_\_\_\_\_  
James Beaver, Chair Pro-Tem

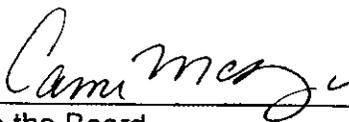
mayor  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Jerome Delvin, Member

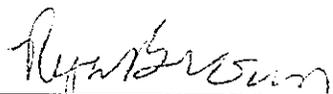
Date: 3/0/2016  
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Date: 4-19-2016  
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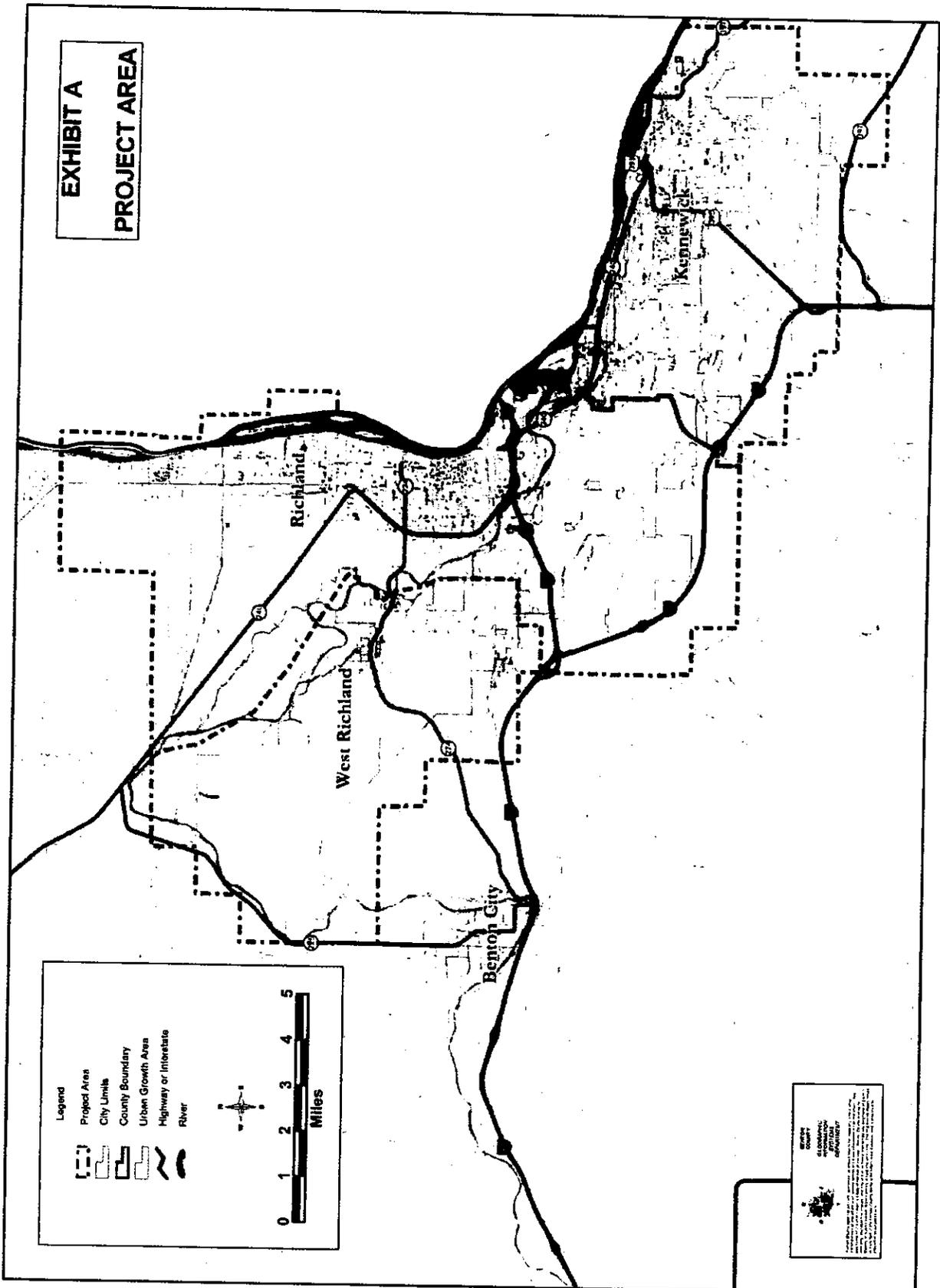
ATTEST:

  
\_\_\_\_\_  
Cami Meyer  
Clerk to the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

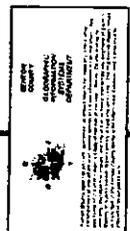
**EXHIBIT A  
PROJECT AREA**

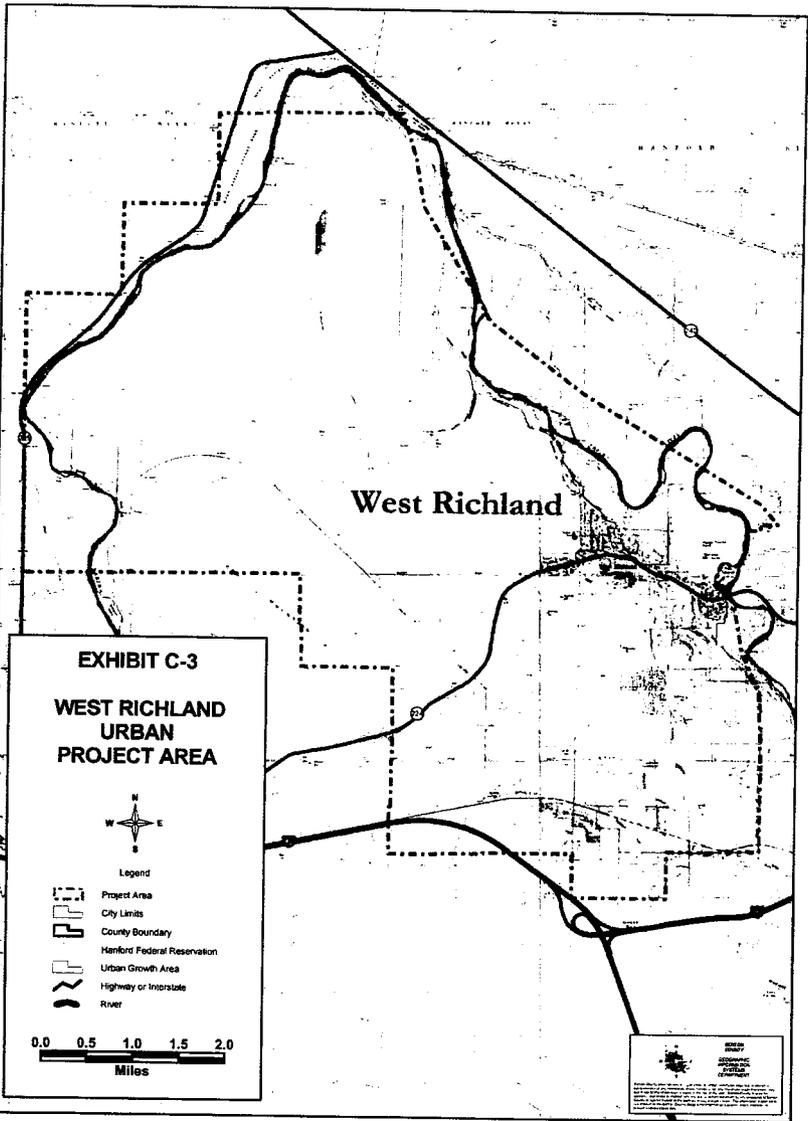


**Legend**

- Project Area
- City Limits
- County Boundary
- Urban Growth Area
- Highway or Interstate
- River

0 1 2 3 4 5  
Miles





**EXHIBIT C-3**

**WEST RICHLAND  
URBAN  
PROJECT AREA**



Legend



Project Area



City Limits



County Boundary



Hamford Federal Reservation



Urban Growth Area



Highway or Interstate



River

