

**Association of Washington Cities
Geographic Information Systems (GIS) Consortium Program**

**Non-city entity
Participation Agreement and Enrollment Application**

As a member in good standing with the Association of Washington Cities

Member name

Enrolls by this agreement as a non-city entity 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 services provided at the applicable member rate through the GIS Consortium Program.

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 consultant 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 Program 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. Non-city entity members agree to pay an annual administrative service fee to be a member of AWC GIS Consortium Program at non-city entity rates, as determined by AWC and provided on the current non-city entity rate schedule. Non-city entities are not eligible to join at the Tier 1 level.
- D. Pay a program service fee for each year of participation as determined by AWC for the Tier level the member selects, as provided on the non-city entity rate schedule.
- 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 originally selected. Additional consulting services shall be requested in a work order approved by both AWC and the GIS consultant partner, and the hourly rate and administrative fee will be as listed on the current rate schedule. The Member is responsible for tracking consulting hours.
- F. Provide notification no less than 30 days before the end of the annual term if the member wishes to terminate the automatic renewal of the agreement.

- G. Termination from the program for non-payment of annual administrative service fee and program service fees.
- H. Work with the GIS consultant partner on development of the work order and review by the GIS consultant partner 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. A maximum of 40 consulting hours may rollover to the following program year if all work is not completed within the term of this agreement. Any member with lapsed membership will have a maximum of six (6) months to utilize any remaining consulting hours.
- J. Unless otherwise agreed by the GIS consultant partner, Tier 2, 3, and 4 members agree to be responsible for maintaining or updating their online viewer and portal, as applicable, 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 _____, 20__, for a one-year term, renewing automatically each subsequent year upon payment of the annual administrative service fee and appropriate GIS program service fees, unless the AWC GIS Consortium Program is notified in writing no less than thirty days prior to the start of the annual renewal date for 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 2 Tier 3 Tier 4

Authorized by Program Member:

(Printed Name)

(Title)

(Signature)

(Address/Street)

(Non-city entity Applicant)

(Date)

Authorized by AWC GIS Consortium Program:

Peter King

CEO

(Signature)

(Date)