

**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND
THE CITY OF WATERTOWN REGARDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES**

This Agreement is made and entered into as of the ____ day of _____, 2023, by and between the County of Jefferson, Wisconsin, (the County) and the City of Watertown, Wisconsin, (the City), to establish terms and conditions related to assistance with Geographic Information System (GIS) services.

RECITALS

WHEREAS, the City has a need for a high quality and accurate Geographic Information System (GIS); and,

WHEREAS, the County has the ability to provide technical assistance to the City for Geographic Information System (GIS) services and intends to hire additional staff to increase said ability; and

WHEREAS, The City desires to obtain assistance from the County for Geographic Information System (GIS) services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and the County (hereinafter referred to collectively as "Parties") do hereby covenant and agree as follows:

- 1. Authority.** This Agreement is entered into pursuant to § 66.0301 Wis. Stats., regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the City and the County represent that they have been duly authorized by their respective governing bodies to execute this Agreement.
- 2. Definitions.**
 - A. "GIS" shall mean Geographic Information System.
 - B. "GIS Viewer" shall mean the public and internal versions of the City's online GIS Mapping Tool.
- 3. Goal and Intent.** The Goal and Intent of this agreement is to create a lasting partnership between the City and the County and for the County to provide GIS Services to and for the City.
- 4. Roles and Responsibilities of the County.** The County will provide the following GIS services to facilitate the City's GIS program:
 - A. Update, maintain and administer a public and internal GIS Viewer for the City

- B. Complete GIS tasks on behalf of the City as identified by the City in coordination with the County
 - a. It is understood the exact hours will be determined by the County and may vary depending on projects, workload and availability.
 - b. Exact timing and work schedule will be determined by the County based on workload and project expectations.
- C. Other GIS services as mutually agreed upon

5. Roles and Responsibilities of the City. The City will:

- A. Provide access to all City data needed to properly administer City's GIS system
- B. Coordinate and assist Jefferson County with development of GIS data
- C. Provide access and administrator rights to City GIS (license, server, data, etc.)
- D. Maintain GIS/ESRI licensing and provide County with necessary licensing
- E. Maintain, update and license GIS servers
- F. Provide data storage, unless agreed upon with County
- G. Provide County staff with a dedicated and effective workspace, including all necessary computer/equipment, within a City building
- H. City is responsible for any equipment, tools and supplies necessary to properly utilize GIS and any services provided by County (i.e. computers, GPS, tablets).

6. Compensation for Projects, Staff Support and Related Expenses. The City shall compensate the County for services performed under this Agreement. The County shall issue invoices for services on a quarterly basis and payment shall be made by the City within 30 days of the invoice. Unless otherwise agreed upon by the parties, the City shall pay \$53/hour for services rendered.

7. Performance. Unless otherwise agreed to in writing, the County shall provide staffing to accomplish the intent of this agreement. The staff providing GIS services to the City shall at all times remain an employee of the County, reporting directly to the County. The City shall discuss work plans, staff performance, scheduling, etc. with the County Director of Planning and Zoning who will oversee County staff. The County shall allow the City to participate and provide feedback in the hiring process. All employment decisions shall be made by the County.

8. Permits, Laws, Regulations, and Public Ordinances. The parties shall comply with all federal, state, and local statutes, rules, regulations, and ordinances when carrying out the terms this Agreement.

9. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business organization of any kind between the parties. The rights and obligations of the parties under this Agreement will be only those set forth in this Agreement.

10. Data Sharing. Any data created by the County on behalf of the City pursuant to the terms of this Agreement shall be the property of the City. However, the City agrees to share all

data created pursuant to this Agreement with the County upon request. The County shall use any shared data solely for the purpose of conducting County business.

11. **Limitation of Liability.** The County shall utilize the best available data. However, the County makes no representations of any kind as to its completeness or accuracy; nor does it guarantee the completeness or accuracy of any data furnished. The County makes no warranties of merchantability or fitness for a particular purpose, nor are such warranties to be implied, with respect to the data provided under this Agreement.
12. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision deemed to be void. The parties agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of essence to this Agreement be deemed void.
13. **Challenge to Agreement.** If a cause of action is commenced by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the County and the City shall cooperate fully to vigorously defend the Agreement. This Agreement is for the exclusive benefit of the parties and their successors and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. The enforceability of this Agreement shall not be affected by changes in elected officials.
14. **Assignment.** No party shall assign any rights or responsibilities under this Agreement to a third party without the prior written consent of the other party.
15. **Term.** The delivery of services under this Agreement shall commence on January 1, 2023, or the date of hire of the budgeted position, and shall continue until terminated by either party as set forth herein. Except as otherwise provided, this Agreement may only be terminated at the end of calendar year (December 31) with written notice to the other party by no later than September 30.
16. **Early Termination.** In the event of the County in unable to fulfil its obligations under this Agreement due to an inability to maintain sufficient staffing, the County may terminate this Agreement upon thirty (30) days written notice. Upon such termination, the City shall be relieved of any obligations for future compensation pursuant to paragraph 6.
17. **Complete Agreement and Future Amendments.** This document is a complete and final Agreement and supersedes any oral agreements or other negotiations which may conflict with the terms of this Agreement. Either party may request a modification of this Agreement at any time. Any modification of the terms of this Agreement shall be in writing in the form of an Addendum to this Agreement and approved by both the City and the County.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Agreement on the date as set forth above.

CITY OF Watertown

COUNTY OF Jefferson

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