

RESOLUTION 2024 0214

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BENTON COUNTY PUBLIC WORKS AND COUNTY ROAD ADMINISTRATION BOARD (CRAB) FOR THE ANNUAL ESRI LICENSE FEE

WHEREAS, The County Road Administration Board (CRAB) requires an MOU to be signed for the purchase of an annual license for ESRI Editor Term License to be used on the GIS-Mo systems that Public Works employees use in conjunction with CRAB for reporting, tracking, and recording county infrastructure; and

WHEREAS, CRAB passes the annual cost of the license down to Benton County Public Works; and

WHEREAS, the County Engineer recommends the Board of County Commissioners' Chair approve the MOU so CRAB can purchase and assign the license to the designated County employee; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to approve the MOU as being in the best interest of Benton County; **NOW THEREFORE**,


BE IT RESOLVED that the Board of County Commissioners approve the MOU between Benton County Public Works and CRAB allowing CRAB to pass down the cost of an annual ESRI license to Benton County Public Works; and

BE IT FURTHER RESOLVED that the Chairman or Chairman Pro Tem of the Board of Benton County Commissioners be, and hereby is, authorized to sign the MOU between Benton County and the County Road Administration Board on behalf of Benton County.

Dated this 19th day of March, 2024.



Chairman Pro Tem
JEROME DELVIN - ABSENT

Chairman


Commissioner
Constituting the Board of County
Commissioners of Benton County,
Washington.

Attest: 

Clerk of the Board



Washington State

County Road Administration Board

2404 Chandler Court SW, Suite 240 Olympia, WA 98502

Form # _____

MEMORANDUM OF UNDERSTANDING BETWEEN

**WASHINGTON STATE COUNTY ROAD ADMINISTRATION BOARD AND
BENTON COUNTY**

FOR THE ADDITIONAL ESRI EDITOR TERM LICENSE(S) FOR GIS-MO

1. Parties

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between BENTON COUNTY (Hereinafter referred to as "COUNTY"), whose address is 102206 WISER PKWY, KENNEWICK WA, 99338

and the Washington State County Road Administration Board (hereinafter referred to as "CRAB"), whose address is 2404 Chandler Ct SW, Olympia, WA 98502.

2. Financial Team Contact

Name: Shela Berry Email: Shela.Berry@co.benton.wa.us

Title: Chief Financial Officer Phone: (509) 786-5611 Ext. 2395

3. Purpose

The purpose of this MOU is to establish the terms and conditions under which CRAB will procure ESRI Editor Term License(s) on behalf of the COUNTY for use in the GIS-Mo system.

4. Term of MOU

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than Annually till the month of May.

5. Responsibilities of COUNTY

COUNTY will be responsible for the cost of a number of ESRI Editor Term License(s) by COUNTY in this agreement. Cost of ESRI Editor Term License(s) will be invoiced by CRAB in Annually in

June. This invoice will be processed within 30-days of receipt within the processes set forth by the county's accounts payable process.

6. Responsibilities of CRAB

CRAB will procure ESRI Editor Term License(s) for COUNTY to use in the GIS-Mo system, including CRAB GIS Portal, CRAB Roads and Highways, and CRAB ESRI Collector Apps. CRAB will invoice the COUNTY ***Annually in the month of June*** for the cost of ESRI Editor Term Licenses listed below in section 8 plus Thurston County sales tax.

7. General Provisions

A. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the COUNTY and CRAB to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law

The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Washington. The courts of the State of Washington shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be located in Thurston County, Washington.

C. Entirety of Agreement

This MOU, consisting of four pages, represents the entire and integrated agreement between the COUNTY and CRAB for ESRI licensing to be used on the GIS-Mo systems and supersedes all prior negotiations, representations, and agreements, whether written or oral.

D. Serviceability

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third-Party Beneficiary Rights

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the COUNTY and CRAB to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a

