



# Commissioners' Agenda Action Sheet

**Meeting Date:** May 13, 2025  
**Subject:** Interagency Agreement between Washington State Department of Transportation and Benton County  
**Presenter:** N/A  
**Prepared By:** Jackie Mayfield  
**Reviewed By:** Matt Mahoney  
**PA Review:** **Approved:** Yes      **Denied:** No      **N/A:** No  
*(If denied, include reasoning)*

**Type of Agenda Item:** Consent Agenda

**Summary / Background Information**

This agreement is in support of a statewide initiative to develop land survey Low Distortion Projections (LDP) for Washington State. LDPs would replace the project-specific grid-to-ground process of calculating a combined factor to develop localized project data and applying it to local control. This would also supplement the existing two state-plane projection zones, plus a new statewide single zone that will be developed/updated to coincide with the pending National Geodetic Survey update of the National Spatial Reference System (NSRS) slated for the end of 2025 (NATRF2022). This will cut down on time and errors by converting raw survey data to usable points.

**Fiscal Impact**

\$5,000 Road Fund

**Recommendation**

The County Engineer recommends the Board approve the proposed Interagency Agreement with the Washington State Department of Transportation.

**Suggested Motion**

I move to approve the Interagency Agreement with the Washington State Department of Transportation.

**Signatures Required on Agreements/Contracts**

Agreement page 5  
Resolution

**RESOLUTION 2025-291**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:**

**IN THE MATTER OF APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND BENTON COUNTY**

**WHEREAS**, Chapters 36.01 and 36.32 RCW allows the Board to enter into agreements on behalf of Benton County; and

**WHEREAS**, Chapter 39.34 RCW allows public agencies in Washington State to enter into interlocal cooperative agreements for the joint use of general labor, equipment, materials, and/or services; and

**WHEREAS**, The Washington State Department of Transportation and Benton County desire to enter into an agreement in support of a statewide initiative to develop land survey Low Distortion Projections for Washington State; and

**WHEREAS**, Compensation for the work provided has been established under the terms of chapter 39.34.130 RCW. The Parties have estimated total cost of accomplishing the work herein will be \$110,000, of which the County will contribute \$5,000; and

**WHEREAS**, The proposed Interagency Agreement has been reviewed and approved as to form by the Benton County Prosecuting Attorney's Office; and

**WHEREAS**, the County Engineer recommends that the Board approve of and sign the proposed Agreement with the Washington State Department of Transportation, finding such to be beneficial to Benton County; **NOW, THEREFORE,**

**BE IT RESOLVED** that the Board of County Commissioners concurs with the recommendation of the County Engineer and hereby approves of the proposed Interagency Agreement between The Washington State Department of Transportation and Benton County in support of a statewide initiative to develop land survey Low Distortion Projections; and

**BE IT FURTHER RESOLVED** that the Board of County Commissioners hereby authorizes the Chairman to sign said Agreement with The Washington State Department of Transportation on behalf of Benton County; and

**BE IT FURTHER RESOLVED** the Interagency Agreement shall be effective once signed by both parties and shall continue until terminated by either party.

Dated this 13<sup>th</sup> day of May 2025.

DocuSigned by:  
*Jerome Delvin*  
7ED07903283E486  
Chairman of the Board

DocuSigned by:  
*Michael Alvarez*  
D6C6F57E34874E4  
Chairman Pro Tem

DocuSigned by:  
*Will McKay*  
135987D784E746F  
Commissioner

Attest. DocuSigned by:  
*Amanda Pearson*  
34825A975E0340E  
Clerk of the Board

Constituting the Board of Commissioners  
of Benton County, Washington

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GCC 1138)  
AND  
BENTON COUNTY**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and Benton County (County), also referenced as “Party” and the “Parties”.

**RECITALS**

1. This agreement is in support of a statewide initiative to develop land survey Low Distortion Projections (LDP) for Washington State. LDPs would replace the project specific grid-to-ground process of calculating a combined factor to develop a localized project datum and applying it to local control. This would also supplement the existing two state-plane projection zones, plus a new statewide single zone that will be developed/updated to coincide with the pending National Geodetic Survey update of the National Spatial Reference System (NSRS) slated for the end of 2025 (NATRF2022).
2. WSDOT will administer a consultant agreement to develop LDPs for land survey efforts performed by state, local, and private surveyors per **Exhibit “A”**.
3. The consultant agreement will be funded by a collection of state and local agencies.

Now therefore, pursuant to chapter 39.34 RCW the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof, it is mutually agreed as follows:

**1. PURPOSE**

- 1.1 The purpose of this Agreement is to commit and secure funding from the County to apply toward consultant work as defined in **Exhibit A – Statement of Work**.

**2. PAYMENT**

- 2.1 Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The Parties have estimated total cost of accomplishing the work herein will be \$110,000, of which the County will contribute \$5,000.

**3. BILLING PROCEDURES**

- 3.1 The County agrees to provide one (1) lump sum payment to WSDOT in the amount designated in section 2.1 of this agreement due no later than June 30, 2025.

All payments to WSDOT should include the above noted Agreement number and invoice number. The County shall remit all payments to the following address:

Washington State Department of Transportation  
CASHIER  
P.O. BOX 47305  
OLYMPIA, WA 98504-7305

- 3.2 If the County objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the County shall make every effort to settle the disputed portion, and if

necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the County is determined not to owe following settlement between the Parties or completion of dispute resolution process.

3.3 WSDOT is acting as a pass-through agency and is not performing any type of work. WSDOT will not be reimbursed by the County for indirect charges, but only charges incurred from utilities, contractors, consultants, or other entities.

**4. AMENDMENT**

4.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. ASSIGNMENT**

5.1 The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

**6. ASSURANCES**

6.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

**7. CONTRACT MANAGEMENT**

7.1 The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for Benton County is:	The Contract Manager for WSDOT is:
(Contract Manager's Name & Title)	Clint Hill, GeoMetrix Manager
(Contract Manager's Address)	7345 Linderson Way SW Tumwater WA 98501
Phone: (     )	Phone: (360) 705-7465
FAX: (     )	FAX: (360) 704-6381
E-Mail:	E-Mail: Clint.Hill@wsdot.wa.gov

**8. DISPUTES**

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

8.1.1 The representative, as shown herein designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

8.1.2 A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to this Section. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

8.1.3 In the event the representatives cannot resolve the dispute or issue, the entity, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

8.1.4 In the event the entity and WSDOT's Development Director, or their respective designees, cannot resolve the dispute or issue, the entity and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

**9. GOVERNING LAW AND VENUE**

9.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Spokane County.

**10. INDEPENDENT CAPACITY**

10.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

**11. MAINTENANCE OF RECORDS**

11.1 The Parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

11.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

11.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties. However, the Parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

**12. ORDER OF PRECEDENCE**

12.1 In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes, and local laws, rules and regulations;

2. Statement of Work;
3. Exhibits and Appendices; and
4. Any other provisions of the agreement, including materials incorporated by reference.

**13. RESPONSIBILITIES OF THE PARTIES**

- 13.1 Each Party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither Party assumes any responsibility to the other Party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

**14. SEVERABILITY**

- 14.1 If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**15. TERMINATION**

- 15.1 This Agreement may be terminated, without penalty or further liability as follows:

15.1.1 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

15.1.2 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than [seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

- 15.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- 15.3 If the work defined by **Exhibit A – Statement of Work** is terminated prior to the completion of that work, WSDOT agrees to reimburse the County their portion of the unexpended funds contributed per Section 2 of this agreement. The total remaining funds will be divided by contribution percentage of the total cost per Section 2 and distributed back accordingly unless the County deems their portion to be nominal.

**16. INDEMNIFICATION**

- 16.1 To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other

Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.

- 16.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 16.3 This indemnification and waiver will survive the termination of this Agreement.

**17. WAIVER**

17.1 A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

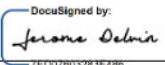

**18. ALL WRITINGS CONTAINED HEREIN**

18.1 This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**19. COUNTERPARTS AND ELECTRONIC SIGNATURE**

19.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties have executed this Agreement.

<b>Benton County</b>	<b>Washington State Department of Transportation</b>
By: 	By: 
Printed: Jerome Delvin	Printed: Erik K. Jonson
Title: Chair to the Board of Benton County Commissioners	Title: Technical Services Director
Date: 5/13/2025	Date: 5/14/2025

*State of Washington  
Department of Transportation  
Scope of Work  
WA State Low Distortion Projections*

**OBJECTIVE:** Consultant team will perform Geodetic Engineering to complete the following project. The project will entail developing a Low Distortion Projection (LDP) coordinate system to cover prioritized areas of WA State (WA). The Project Work below may be added or removed from the contract by work authorization or supplementary agreement.

**PROJECT DESCRIPTION & LIMITS:**

Presently the WSDOT and other stakeholders in the surveying, mapping, and engineering communities use the State Plane Coordinate System of 1983 (SPCS 83) referenced to the NAD83-2011 Epoch 2010.00 datum in two zones (North and South) and, where applicable, scales the state plane coordinate to ground by utilizing a combined grid factor, project datum, or other methods. In 2025 (or later) the National Geodetic Survey (NGS) will no longer provide data based on the North American Datum of 1983 (NAD 83) reference frame or SPCS 83, which are the current WSDOT standards for surveys and designs. In WA state, the new reference frame will be called the “North American Terrestrial Reference Frame of 2022 (NATRF2022)”, which will be the basis for the “State Plane Coordinate System of 2022 (SPCS2022)”. The following tasks will need to be completed.

**Phase One (Tasks 1 & 2)**

**Task 1**

WSDOT is requesting a design of a multi-zone LDP coordinate system to provide partial coverage for WA state, as prioritized further in this document. The intent is to submit the designs to NGS so that it officially becomes a partial coverage layer of SPCS2022. As such, the designs must meet NGS SPCS2022 [Policy](#) and [Procedures](#) in effect at the time of submittal.

The zones will need to be designed so the map projection linear distortion at the topographic surface will be within +/-20 ppm (1:50,000) in most areas, with a distortion of +/-40ppm allowable in certain areas of some zones (due to dramatic terrain relief, etc.), as detailed below.

A key goal of this first phase is the consultant to explore what is possible with regards to stated distortion targets. The number of zones will be minimized while achieving the design distortion criterion. Analysis and design will be performed with software, digital topographic height models, and population distribution data provided and utilized by the consultant.

Preference for design alternatives is to use the Transverse Mercator and Lambert Conformal Conic projections. The Oblique Mercator may be proposed by the contractor for cases where it provides significantly better performance and results in a smaller number of zones than can be achieved using other two projection types.

Perform comparison of LDP designs to existing SPCS2022 and SPCS 83 zones in WA state. This will include distortion maps and performance statistics for these existing zones. The

information and available datasets needed to perform these comparisons will be obtained from NGS by the consultant.

Design criteria:

- Meet the distortion goal of +/-20 ppm (1:50,000) for at least 90% of the population, 75% of all cities and towns (irrespective of population), and 50% of total land area for the entire state.
- The emphasis should be on achieving the +/-20 ppm distortion criterion in populated regions and along major transportation routes, insofar as possible. Utilize population data, terrain models, and county polygons (note those used in your analysis).
- Where possible, seek to create zones that could cover applicable regions of multiple counties. For example, the west (lowland) sides of, for instance King + Snohomish Counties, Pierce + Thurston Counties, Skagit + Whatcom Counties, Cowlitz + Clark + Lewis Counties, Kitsap + Mason + (eastern portions of Jefferson County).
- Where possible, seek to create multiple LDP zones that cover the coastal areas (west of the coastal ranges), and the Columbia River Valley.
- For the Tri-Cities economic area in SE WA, seek to combine the adjoining regions (or entirety if possible) of Benton + Franklin + Walla Walla Counties as one LDP.
- For the Spokane economic area, seek to create a single LDP, if possible, to encompass the whole of Spokane County.
- In the area of minimal relief, such as eastern WA and portions of the coastal region, seek to develop LDPs by county (unless otherwise prioritized for multi-county LDPs above).
- In areas of high relief, seek to create LDPs that provide +/-20 ppm coverage along transportation corridors, river valleys, and cities/towns.

Task 1 deliverables:

- 1.1 Distortion maps of preliminary designs
- 1.2 Projection parameters for all proposed zones
- 1.3 Performance statistics for individual zones and all combined zones

## **Task 2**

The consultant will provide input and assist the WSDOT during stakeholder input from the WA LDP Development Working Group; it is anticipated that monthly meetings will need to be attended. The Consultant Geodesist Expert shall be available via webinar, in person, or by teleconference for these meetings.

Task 2 deliverables:

- 2.1 Summary of proposed changes to preliminary designs, based on the meetings and other stakeholder feedback. This for brief review by the WA LDP Development Working Group Before proceeding with Task 3.

## **Phase Two (Tasks 3 and 4)**

### **Task 3**

The consultant will develop documentation giving official complete definition of all LDP zones, including distortion maps for each zone, coordinate and distortion value examples for at least one point in every zone, and instructions for entry into common commercial software. The definitions will be submitted by the consultant to the National Geodetic Survey (NGS) for review. The consultant will notify the WA LDP Development Working Group of any recommended design changes from the NGS.

Task 3 deliverables:

- 3.1 LDP documentation
- 3.2 Submittal to NGS of all LDPs
- 3.3 Notify LDP work group of any feedback from NGS

### **Task 4**

The consultant will perform revisions and refinements that may be required of LDP design, educational materials, and documentation based on feedback from WSDOT and the WA LDP Development Working Group

Task 4 deliverables:

- 4.1 Reports for each zone: Document in Word and .PDF format providing complete official definitions of LDP coordinate system, including distortion maps, example coordinate and distortion values for every zone, and software entry examples from educational materials. Examples will be provided to the consultant.
- 4.2 Final versions of educational PowerPoint file, LDP coordinate system documentation.
- 4.3 GIS Files for each zone:
  - o Esri ArcGIS Desktop documents (\*.mxd and .aprj files)
  - o LDP Projection files (\*.prj)
  - o GIS raster data files of LDP linear distortion for all individual zones and a single raster of all combined zones (including metadata (ISO 19139)). Distortion rasters for individual zones should include a buffer of at least 10 km (6 mi).
  - o Polygon data files (in Esri file geodatabase format) of zones attributed with projection parameters and metadata (ISO 19139)

**4.4 Supporting documents or data sheets for each LDP for access in information portal per hosting agency.**

**Other project requirements and conditions**

- 5.1 Quality assurance and quality control measures will be adhered to in the finalization of creation of the LDP zones. Field verification surveys are not included in the scope of work.
- 5.2 It is anticipated that NGS will have final policies and procedures published within a year of submission of the final LDP definitions. Prior to that, the existing NGS policies and procedures should be used. NGS will have to approve the WA zone designs, therefore, WSDOT in conjunction with the consultant will need to verify that all policies and procedures are adhered to when creating the design.
- 5.3 Modifications to the scope of work and deliverables listed in this RFP are not anticipated at this time.
- 5.4 Firms interested in performing the work must demonstrate in their response geodetic expertise through education and/or work experience included with the proposal.
- 5.5 Interviews will be conducted tentatively 30 days from the due date of this proposal.
- 5.6 Attached to the RFP is the Risk Management Appendix.
- 5.7 All design and project data will become the property of WSDOT upon completion of the final submittal.
- 5.8 All deliverables will be in digital format; no hard copies are required.
- 5.9 Upon request, the Consultant shall permit WSDOT and any other governmental agency ("Agency") involved in funding of the Work, to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available during regular business hours, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur at Contractor's then-current place of business. The Consultant shall permit the Agency to copy books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity may perform work under this Agreement.
- 5.10 The Consultant will facilitate recurring meetings to discuss progress, schedule, and any issues that may impact the project effort. These meetings will be determined by agreement between WSDOT and the Consultant.
- 5.11 The Consultant shall provide a project schedule within fourteen (14) days of agreement execution. This schedule will identify all tasks and deliverables with planned dates of start and completion for each.