

When recorded return to:
City of Tumwater
555 Israel Rd SW
Tumwater, WA 98501

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF TUMWATER AND THURSTON COUNTY
FOR
SHARING GEOSPATIAL DATA**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

Whereas, an existing interlocal agreement dated July 23rd, 2010 regarding the sharing of geospatial data will be superseded and replaced by this agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Tumwater (TUMWATER) and Thurston County (THURSTON COUNTY) agree as follows:

1. Purpose/Objective

The purpose of this Agreement is to allow TUMWATER to facilitate sharing and cooperative use of geospatial data and supporting attribution and metadata between TUMWATER and THURSTON COUNTY. TUMWATER and THURSTON COUNTY each have jurisdictional responsibility or mandated policy associated with land use planning, infrastructure development, transportation management, and/or resource management within the boundaries of City of Tumwater and/or the Urban Growth Area. Each organization uses Geographic Information Systems (GIS) or other spatial information technology to perform work and comply with policy or legal mandates. There is mutual public benefit to each of the parties in sharing GIS data which will allow both parties to accomplish these goals at a lower cost.

2. Technical Details

Due to the constantly changing nature of technology it is most efficient and effective to create the technical details in a separate document that will be approved separately. For the purposes of this agreement the document shall be entitled the *Letter of Interlocal Agreement Details: City of Tumwater and Thurston County*, the document shall be in the form of a letter containing technical details to include the following:

- Definitions,
- Scope of Agreement/Work including specific data and format to be exchanged,
- Process and Protocols for securing access,
- Map of Agreement Boundary.

TUMWATER will signify their approval of the technical details by having the GIS Coordinator sign the Letter of Interlocal Agreement Details and THURSTON COUNTY will signify their approval of the technical details by having the Central Services Director or designee sign the Letter of Interlocal Agreement Details.

This letter may only be modified regarding technical details upon written agreement of both parties.

3. Disclaimers for Use

- a. Any data shared as a result of this agreement is provided “as is”. Neither party to this agreement makes guarantee or warranty concerning the accuracy of information contained in the data. Neither party makes warranties either expressed or implied as to any other matter whatsoever, including, without limitation, the condition of the product, or its fitness for any particular purpose. Users are solely responsible for ensuring the accuracy, currency and other qualities of users’ products produced from or in connection with data exchanged.
- b. Any hardcopies utilizing data provided as a result of this agreement should clearly indicate their source. If the user modifies the data in any way they are obligated to describe the types of modifications they have performed on the hardcopy map. Photographic or digital enlargement of this data in maps to scales greater than at which they were originally delineated can cause misrepresentation of data. If enlarged, the maps will not include the fine detail that would be appropriate for mapping at the large scale.
- c. Both parties agree to limit sharing of the data to employees of TUMWATER and THURSTON COUNTY and contractors performing work specifically for each party requiring use of the data for that work. In any situation where the data is provided for this purpose the contractors will be instructed not to use the data for any other purpose, or share the data for any purpose. Appropriate metadata and copies of the disclaimer section of this agreement must be provided with the data to contractors.
- d. The GIS data is collected from various sources, and circumstances will change over time without notice. The geographic position of the GIS data may be modified over time to improve spatial accuracies. Both parties disclaim responsibility or legal liability for the spatial location of GIS data, and make no warranty concerning same.

4. Public Records Requests

If either party to this Agreement receives a request for public disclosure that will require dissemination of material originating with another party, the party receiving the request will make an effort to notify the originating party. This notification is to allow the originating party an opportunity to seek relief from disclosure. However, each party to this Agreement recognizes that the agency receiving a public records request is responsible for determining the manner in which it deems appropriate to respond to a public records request. This Agreement provides no assurance that information will be held confidential.

5. Payment (or Funding/Costs/etc.)

The parties to this Agreement shall not pay any fees for the acquisition or use of the source spatial data.

6. Method of Payment

Not applicable.

7. Indemnification

Each party agrees to defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with its' own performance of the Agreement.

8. Relationship of the Parties

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 purposes to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. This Agreement creates no Joint Board and no separate legal entity.

9. Duration of Agreement

This agreement will be effective until either party terminates it based up on the terms described below. However, the *Letter of Interlocal Agreement Details: City of Tumwater and Thurston County* can be changed as a result of any technology change, file structure change, or additional data need upon written agreement by both parties as described in Section 2, Technical Details.

10. Termination of Agreement

This Agreement may be terminated upon sixty (60) days written notice given either by TUMWATER or THURSTON COUNTY.

11. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by TUMWATER and THURSTON COUNTY, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

12. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040

13. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF TUMWATER

Attn: Matt Stull, GIS Coordinator

Re: GIS Data Sharing Agreement with THURSTON COUNTY

555 Israel Rd SW

Tumwater, WA 98501

THURSTON COUNTY

Attn: Contracts/Purchasing Coordinator

Re: GIS Data Sharing Agreement with TUMWATER

2000 Lakeridge Drive SW, Bldg 1, Room 035

Olympia, WA 98502-6045

14. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

15. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

16. Nondiscrimination

Both parties shall comply with all federal, state and local anti-discrimination laws and policies, and shall not discriminate against any person in the performance of any of its obligations there under on the grounds of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. Severability

If any provision of this Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

18. Records Maintenance

Each party may, at reasonable times, inspect the books and records of the other party relating to the performance of this agreement. Both parties shall keep all records required by this agreement for five (5) years after termination for audit purposes.

19. Order of Preference

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

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:

- a) Applicable federal and state statutes and regulations;
- b) Statement of work; and
- c) Any other provisions of the agreement, including materials incorporated by reference.

20. Agreement Alterations and Amendments

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 TUMWATER and THURSTON COUNTY.

CITY OF TUMWATER

THURSTON COUNTY
BOARD OF COUNTY COMMISSIONERS

Pete Kmet
Pete Kmet, Mayor

Karen Valenzuela
Chair

Andrea Romero
Vice Chair

Date: 11/19/14

Cathy Stapp
Commissioner

Approved as to form:

Karen Kirkpatrick
Karen Kirkpatrick, City Attorney

ATTEST

Laronda J. Bourgeois
Clerk of the Board

Date: 9/23/14

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: Scott Clashing
Scott Clashing, Deputy Prosecuting Attorney

Letter of Interlocal Agreement Details: City of Tumwater and Thurston County

Thurston County
Central Service Department
2000 Lakeridge Drive SW
Olympia, WA 98502-6045

September 18, 2014

City of Tumwater
555 Israel Rd SW
Tumwater, WA 98501

This letter, entitled **Letter of Interlocal Agreement Details: City of Tumwater and Thurston County**, is part of the **Interlocal Agreement between City of Tumwater and Thurston County, 2014 – Sharing Geospatial Data**. The purpose of using a letter format is to allow the technical details of the work to be described and modified as needed to accommodate the constantly changing nature of technology, and leave the terms and conditions within the Interlocal Agreement described above intact.

The details described within this letter are provided pursuant to the **Technical Details, Section 2** portion of the Interlocal Agreement. In order for the work described within this letter to be placed into effect the letter must be signed by the GIS Coordinator of City of Tumwater and the Central Services Director, or designee for Thurston County. When the work described in this letter requires modification a new letter with a revised date and details must be drafted and signed.

A. Definitions

GIS – Acronym for *Geographic Information System*. An integrated collection of computer software and data used to view and manage information about geographic places, analyze spatial relationships, and model spatial processes. A GIS provides a framework for gathering and organizing spatial data and related information so that it can be displayed and analyzed.

Data Share Agreement Boundary – A geographic extent bounded by specific Township, Range and Section delineation. The boundary defines the geographic area of which THURSON COUNTY and TUMWATER will reciprocally share data and is attached to this letter.

Database – One or more structure sets of persistent data, managed and stored as a unit and generally associated with software to update and query the data. A simple database might be a single file with many records, each of which references the same set of fields. A GIS database includes data about the spatial locations and shapes of geographic features recorded as points, lines, areas pixels, grid cells, or TINs, as well as their attributes. An Esri ArcSDE

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database is a spatial database with software (SDE, Spatial Database Engine) acting as a interpretive agent in conjunction with a relational database management system.

File Geodatabase – A collection of various types of GIS datasets held in a file system folder. A file geodatabase is the currently recommended native data format for ArcGIS stored and managed in a file system folder. The datasets that are managed in a file geodatabase include feature classes, attribute tables, relationship classes, domains, raster datasets, network datasets, and topologies.

Feature Dataset – A collection of related feature classes, within a file geodatabase, that share a common coordinate system. The primary purpose is for organizing related feature classes into a common dataset for building a topology, a network dataset, a terrain dataset, or a geometric network.

Feature Class – A vector data storage format for storing the location, shape, and attributes of geographic features. A feature class is stored in a file geodatabase as a collection of common features, each having the same spatial representation, such as points, lines, or polygons, and a common set of attribute columns.

Shapefile – A vector data storage format for storing the location, shape, and attributes of geographic features. A shapefile is stored in a set of related files and contains one feature class.

FTP – Acronym for *File Transfer Protocol*. A protocol that allows the transmission of files between computers over a network.

B. Scope of Agreement/Work

a. Responsibilities of TUMWATER shall be as follows:
TUMWATER maintains certain datasets that are of interest to THURSTON COUNTY. TUMWATER shall share and update the datasets as identified by THURSTON COUNTY in the following table. Each shared dataset layer shall comply with the Data Share Agreement Boundary defined by specific Township, Section, and Range delineation as depicted in Section D of this document. Data will be delivered within 5 (five) business days of the update schedule listed. Data will be formatted as feature classes within a File Geodatabase or Shapefile. The following table identifies the feature datasets, feature classes, and update schedule:

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Feature Dataset	Feature Class	Update Schedule
	Points of Interest	Annually - January
	City Zoning	Annually - January
	City Boundary/Limits	Annually - January
	Tumwater Urban Growth Area Boundary	Annually - January
	Annexation areas	Annually - January
	Building Outlines	Annually - January
	Bike Lanes	Annually - January
	Historic Sites	Annually - January
	Parks	Annually - January
	Sewer Lines	Annually - January
	Sewer Structures	Annually - January
	Storm Lines	Annually - January
	Storm Structures	Annually - January
	Street Assets/Structures	Annually - January
	Street Trees	Annually - January
	Water Lines	Annually - January
	Water Structures	Annually - January
	Wellhead Protection Areas	Annually - January
	Community Water System Wells	Annually - January

TUMWATER can provide additional datasets if they desire, but these are the required datasets of this agreements.

b. Responsibilities of THURSTON COUNTY shall be as follows:

THURSTON COUNTY maintains certain datasets that are of interest to TUMWATER. THURSTON COUNTY shall share and update the datasets as identified by TUMWATER in the following table. Each shared dataset layer shall comply with the Data Share Agreement Boundary defined by specific Township, Section, and Range delineation as depicted in Section D of this document. Data will be delivered within 5 (five) business days of the update schedule listed. Data will be formatted as feature classes within a File Geodatabase. The following table identifies the feature datasets, feature classes and update schedule:

Feature Dataset	Feature Class	Update Schedule
Address		
	AddressPoints_TCOMM	1 st day Monthly
	StreetAddress_TCOMM	1 st day Monthly

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	ZipCodes	Annually - January
AdministrativeAreas		
	Annexations	Annually - January
	Cities	Annually - January
	GovernmentLands	Annually - January
	SchoolDistricts	Annually - January
	SchoolSites	Annually - January
CadastralReference		
	Sections	Annually - January
Elections		
	CommissionerDistricts	Annually - January
	CongressionalDistricts	Annually - January
	LegislativeDistricts	Annually - January
	SchoolDirectorDistricts	Annually - January
	StateElectionDistricts	Annually - January
	VoterPrecincts	Annually - January
EmergencyOperations		
	FireDistricts	Annually - January
	FireStations	Annually - January
	MedicZones	Annually - January
EnvironmentalHazards		
	ChlorideConcentrationAreas	Annually - January
	ContaminationSites	Annually - January
	HighNitrateConcentrationAreas	Annually - January
	LandfillFootPrints	Annually - January
	Landfills	Annually - January
	LandslideHazardAreas	Annually - January
	OilRecyclingSites	Annually - January
	SlopesFifteenPercentOrGreater	Annually - January
	SoildWasteDisposalStations	Annually - January
	SteepSlopes	Annually - January
Flooding		
	FloodWays_FEMA	Annually - January
	FloodZones_FEMA	Annually - January
	HighGroundwaterHazardAreas	Annually - January
Hydrology		
	Watersheds	Annually - January
LandUse		
	HistoricSites	Annually - January
	UrbanGrowthAreas	Annually - January
	Zoning	Annually - January
NaturalResources		
	Mines	Annually - January
	Soils_NRCS	Annually - January
	WetlandBuffers	Annually - January
	Wetlands	Annually - January

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Noxious Weeds		
	Noxious Weed Sites	Annually - January
Parcel		
	Parcels	1 st day Monthly
Recreation		
	Parks	Annually - January
	Trails	Annually - January
Road Maintenance		
	Roads	Annually - January
Stormwater Management		
	Catchbasins	Annually - January
	Culverts 2001	Annually - January
	Drain And Flow Points	Annually - January
	Flow Arrows	Annually - January
	Pipes Ditches Swales	Annually - January
	Ponds	Annually - January
Survey		
	Survey Control	Annually - January
Transportation		
	Railroads	Annually - January
Utilities		
	Utility Lines	Annually - January
	Utility Towers	Annually - January
Water Distribution		
	Community Water System Plan Areas	Annually - January
	Community Water System Wells	Annually - January
	Well Artesian 1999	Annually - January
	Well Locations 1999	Annually - January
Water Resource Management		
	Critical Aquifer Recharge Areas USDA	Annually - January
	Critical Aquifer Recharge Areas USDA DNR	Annually - January
	Groundwater Concern Areas	Annually - January
	Groundwater Sensitive Areas	Annually - January
	Wellhead Protection Area Wells	Annually - January
	Wellhead Protection Areas	Annually - January

THURSTON COUNTY may provide additional datasets if they so desire, however the above described datasets are the required datasets for the work described in this letter.

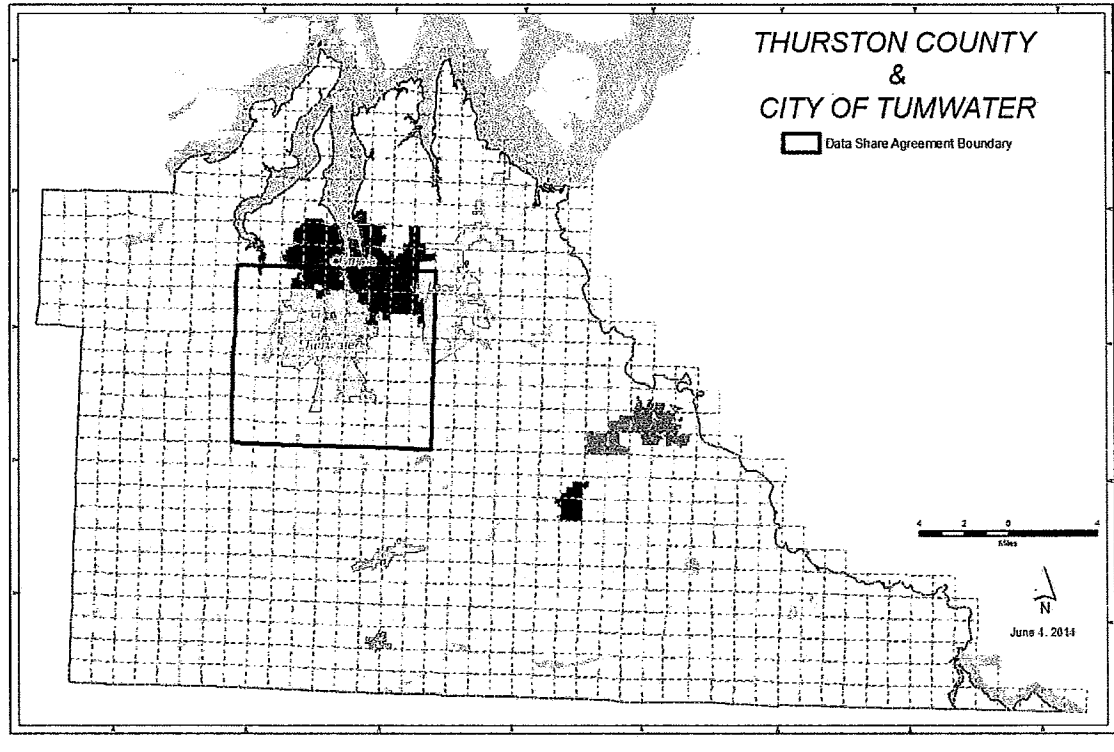
C. Process and Protocols for securing access

- a. TUMWATER maintains separate network logons for all employees. It is against TUMWATER'S administrative guidelines to share password information. TUMWATER is implementing a password requirement.

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- b. TUMWATER maintains access permissions at the network share level, the folder level, and in some cases file level. All sensitive or proprietary data will be secured in this manner.
- c. THURSTON COUNTY has established a File Transfer Protocol (FTP) site which will enable THURSTON COUNTY to transfer shared data through a separate, secure logon as established by THURSTON COUNTY. Maintenance of this site, including maintaining TUMWATER access for file transfer, will be the sole responsibility of THURSTON COUNTY.
- d. Proprietary or sensitive data permissions is or will be applied at the database and database table levels to control access to data held in a SQL Server, ESRI ArcSDE database or any related data file applicable to this Agreement. Both TUMWATER THURSTON COUNTY will ensure that all data needing security will be restricted to those who are authorized as defined below.
- e. Authorized personnel from THURSTON COUNTY shall be Central Services Department, Thurston GeoData Center staff.

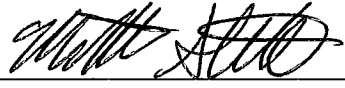
D. Map of Agreement Boundary



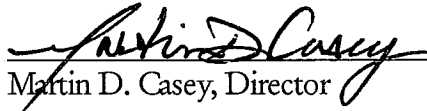
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E. Approvals

My signature indicates approval of the technical details of this agreement as defined in this letter.



Matt Stull
GIS Coordinator
City of Tumwater



Martin D. Casey, Director
Central Services
Thurston County

Date: 11/19/2014

Date: 11/24/14