

*When recorded return to:*  
Washington State Office of the Chief Information Officer  
1500 Jefferson St SE  
Olympia, WA 98504-2440

**INTERLOCAL AGREEMENT NUMBER 16-391  
BETWEEN  
Washington State Office of the Chief Information Officer 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;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Washington State Office of the Chief Information Officer (OCIO) and Thurston County (THURSTON COUNTY) agree as follows:

**1. Purpose/Objective**

The purpose of this Agreement is to allow OCIO to facilitate sharing and cooperative use of geospatial data and supporting attribution and metadata between OCIO and THURSTON COUNTY. OCIO 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 the Washington State Office of the Chief Information Officer 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: Washington State Office of the Chief Information Officer 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.

OCIO will signify their approval of the technical details by having the State GIS Coordinator, Geospatial Program Office 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 can be modified regarding technical details with the designated approvals.

### **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 OCIO 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: Washington State Office of the Chief Information Officer and Thurston County* can be changed as a result of any technology change, file structure change, or additional data need upon 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 OCIO or THURSTON COUNTY.

**11. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by OCIO 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.

Washington State Office of the Chief Information Officer  
Attn: Joy Paulus, State GIS Coordinator, Geospatial Program Office  
Re: GIS Data Sharing Agreement with THURSTON COUNTY  
1500 Jefferson St SE  
Olympia, WA 98504-2440

THURSTON COUNTY  
Attn: Contracts/Purchasing Coordinator  
Re: GIS Data Sharing Agreement with OCIO  
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**

THURSTON COUNTY may, at reasonable times, inspect the books and records of OCIO 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**

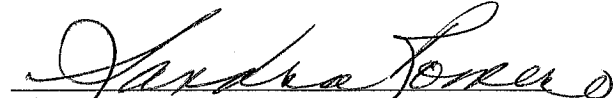
This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind OCIO and THURSTON COUNTY.

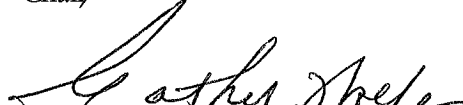
Washington State  
Office of the Chief Information  
Officer

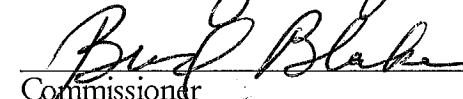
  
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Joy Paulus

Date: 9/19/16

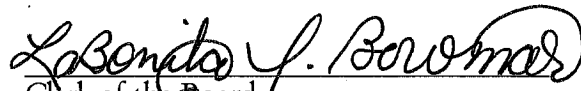
THURSTON COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Vice-Chair

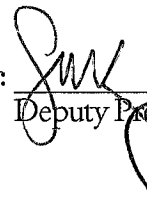
  
\_\_\_\_\_  
Commissioner

ATTEST

  
\_\_\_\_\_  
Clerk of the Board

Date: August 30, 2016

Approved as to form:  
JON TUNHEIM  
PROSECUTING ATTORNEY

By:   
\_\_\_\_\_  
Deputy Prosecuting Attorney