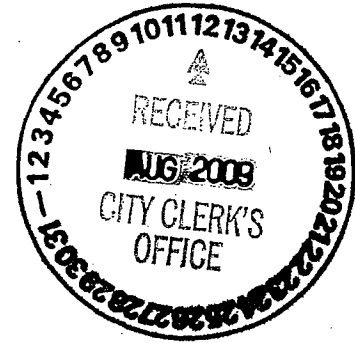


When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967



INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA 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 City of Olympia (OLYMPIA) and Thurston County (THURSTON COUNTY) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA to facilitate sharing and cooperative use of GIS feature classes and other spatial data between OLYMPIA and THURSTON COUNTY. OLYMPIA 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 City of Olympia and/or the Urban Growth Area. Each organization uses GIS or other spatial information technology to perform work, comply with policy or legal mandate. 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.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

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. This boundary defines the geographic area of which THURSTON COUNTY and OLYMPIA will reciprocally share data and is attached as Exhibit A.

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.

Database - One or more structured 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 database is a spatial database with software (SDE, Spatial Database Engine) acting as a interpretive agent in conjunction with a relational database management system

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

III. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

OLYMPIA maintains certain datasets that are of interest to THURSTON COUNTY. OLYMPIA shall share and update the datasets as identified by THURSTON COUNTY in the following table. Each shared dataset coverage shall comply with the Data Share Agreement Boundary defined by specific Township, Section, and Range delineation as depicted in Exhibit A, attached hereto and incorporated herein by reference. The following table identifies the datasets and update schedule:

Source Data Name	Format	Update Organization	Update Schedule
Landmarks	Shapefile	Olympia	Annual
Zoning	Shapefile	Olympia	Annual
Toxic Sites	Shapefile	Olympia	Annual
Wells	Shapefile	Olympia	Annual
Annexations	Shapefile	Olympia	Annual
Wellhead Protection Areas	Shapefile	Olympia	Annual
Reclaimed Water	Shapefile	Olympia	Annual
Drinking Water	Shapefile	Olympia	Annual
Storm Water	Shapefile	Olympia	Annual
Sewer	Shapefile	Olympia	Annual

B. Responsibilities of THURSTON COUNTY shall be as follows:

THURSTON COUNTY maintains certain datasets that are of interest to OLYMPIA. THURSTON COUNTY shall share and update the datasets as identified by OLYMPIA in the following table. Each shared dataset coverage shall comply with the Data Share Agreement Boundary defined by specific Township, Section, and Range delineation as depicted in Exhibit A. The following table identifies the datasets and update schedule:

Source Data Name	Format	Update Organization	Update Schedule
Parcels	Shapefile	THURSTON COUNTY	Monthly
Water System Boundaries	Shapefile	THURSTON COUNTY	Annual
Olympia Artesian Wells	Shapefile	THURSTON COUNTY	Annual
Wells	Shapefile	THURSTON	Annual

		COUNTY	
Groundwater Sensitive Areas	Shapefile	THURSTON COUNTY	Annual
Critical Aquifer Recharge Area	Shapefile	THURSTON COUNTY	Annual
High Groundwater Hazard	Shapefile	THURSTON COUNTY	Annual
Groundwater Concern	Shapefile	THURSTON COUNTY	Annual
Stormwater Ponds	Shapefile	THURSTON COUNTY	Annual
Floodway (Water Channels)	Shapefile	THURSTON COUNTY	Annual
Culverts	Shapefile	THURSTON COUNTY	Annual
Solid Waste Station Location	Shapefile	THURSTON COUNTY	Annual
Landfills	Shapefile	THURSTON COUNTY	Annual
Oil Recycle Sites	Shapefile	THURSTON COUNTY	Annual
Soils	Shapefile	THURSTON COUNTY	Annual
Slide Areas	Shapefile	THURSTON COUNTY	Annual
Steep Slopes	Shapefile	THURSTON COUNTY	Annual
CAPCOM Roads	Shapefile	THURSTON COUNTY	Annual
Railroads	Shapefile	THURSTON COUNTY	Annual
Roads as Bikeways	Shapefile	THURSTON COUNTY	Annual
Utilities	Shapefile	THURSTON COUNTY	Annual
Towers	Shapefile	THURSTON COUNTY	Annual
Critical Facilities and Lifeline Data	Shapefile	THURSTON COUNTY	Annual
TCHPN_Null	Shapefile	THURSTON COUNTY	Annual
Politics	Shapefile	THURSTON COUNTY	Annual
State Politics	Shapefile	THURSTON	Annual

		COUNTY	
School Location	Shapefile	THURSTON COUNTY	Annual
School Districts	Shapefile	THURSTON COUNTY	Annual
School Director Boundaries	Shapefile	THURSTON COUNTY	Annual
Zip Codes	Shapefile	THURSTON COUNTY	Annual

C. Process and Protocols for securing access:

1. OLYMPIA maintains separate network logons for all employees. It is against OLYMPIA'S administrative guidelines to share password information. OLYMPIA is implementing a password requirement.
2. OLYMPIA 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.
3. OLYMPIA has established a FTP (File Transfer Protocol) site which will enable THURSTON COUNTY to transfer shared data through a separate, secure logon as established by OLYMPIA. Maintenance of this site, including maintaining THURSTON COUNTY access for file transfer, will be the sole responsibility of OLYMPIA.
4. 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 sharing Agreement. Both OLYMPIA and THURSTON COUNTY will ensure that all data needing security will be restricted to those who are authorized as defined below.
5. Authorized personnel from Thurston County shall be Central Services Department, Thurston Geodata Staff.

D. Joint Responsibilities of OLYMPIA and THURSTON COUNTY shall be as follows:

1. Each party to this Agreement shall accept the source spatial data from all other parties "as is" and there are no guarantees by either party as to the accuracy of the data.

2. Any authorized use of information derived or generated from the source spatial data provided pursuant to this Agreement in any product shall acknowledge the appropriate party to this Agreement as the source, and include any qualifications deemed appropriate given the specific data quality and application of the derived information.

3. Annual data updates shall occur the first business day of the calendar year. Monthly updates shall occur the first business day of the month. Every effort will be made to deliver data requested by either party in a prompt manner. If a request will require more than 5 business days to fill, the parties agree to notify each other of the expected delivery date.

IV. 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 court 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.

V. 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

VI. Method of Payment

Not applicable

VII. 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.

VIII. 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 purpose 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.

IX. Duration of Agreement

This Agreement shall be effective until December 31, 2015 unless otherwise terminated in the manner described under the termination section of this Agreement.

X. Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) calendar days prior written notice to the other party.

XI. Entire Agreement

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

XII. 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.

XIII. 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 OLYMPIA
Attn: David Kuhn
Re: GIS Data Sharing Agreement with THURSTON COUNTY
PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY
Attn: Mark Neary
Re: GIS Data Sharing Agreement with OLYMPIA
2000 Lakeridge Drive SW
Olympia, WA. 98502-6045



XIV. 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.

XV. Effective Date

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

CITY OF OLYMPIA

Mayor

Date: 8-7-09

Approved as to form:

City Attorney (ACA)

**THURSTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Chair

Vice-Chair

Commissioner

ATTEST

Clerk of the Board

Date: August 4, 2009

Approved as to form
EDWARD G. HOLM
PROSECUTING ATTORNEY

Deputy Prosecuting Attorney

Exhibit A: Area that Thurston County and Olympia will share data for; known as Data Share Agreement Boundary

