

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

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND
PORT OF OLYMPIA
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 The Port of Olympia (PORT) 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 the PORT. OLYMPIA and the PORT each have jurisdictional responsibility or mandated policy associated with land use planning, infrastructure development, transportation management, public safety, 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, and 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 about which the PORT 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.

AutoCAD DWG - ("drawing") is a file format used for storing two and three dimensional design data and metadata. It is the native format for several CAD packages including AutoCAD

III. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

1. The PORT has identified datasets of interest currently maintained by OLYMPIA. The PORT is requesting that each shared dataset coverage comply with the Data Share Agreement Boundary defined in Exhibit A. The following table identifies the datasets and requested update schedule:

Source Data Name	Format	Update Organization	Update Schedule
Reclaimed_Network (Feature Dataset)	DWG	Olympia	Annual or Major System Updates
Storm_Network (Feature Dataset)	DWG	Olympia	Annual or Major System Updates

Source Data Name	Format	Update Organization	Update Schedule
Sewer_Network (Feature Dataset)	DWG	Olympia	Annual or Major System Updates
Water_Network (feature Dataset)	DWG	Olympia	Annual or Major System Updates
Srface Feature Maps (Topo)	DWG		
Aerial Photos	Any Common File Format		

2. OLYMPIA will secure access to PORT data through the following process and protocols:

a) OLYMPIA maintains separate network logons for all employees. It is against OLYMPIA's administrative guidelines to share password information. OLYMPIA has a password reset requirement.

b) 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.

c) OLYMPIA has established a FTP (File Transfer Protocol) site which will enable the PORT to transfer shared data through a separate, secure logon as established by OLYMPIA. Maintenance of this site, including maintaining PORT access for file transfer, will be the sole responsibility of OLYMPIA.

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 sharing agreement. OLYMPIA will ensure that all data needing security will be restricted to those who are authorized as defined below.

B. Responsibilities of the PORT shall be as follows:

1. OLYMPIA has identified datasets of interest currently maintained by the PORT. Olympia is requesting that each shared dataset coverage comply with the Data Share Agreement Boundary defined in Exhibit A.

The following table identifies the datasets and requested update schedule:

Source Data Name	Format	Update Organization	Update Schedule
Reclaimed Water	DWG	Port	As Needed
Stormwater	DWG	Port	As Needed
Surface Mapping	DWG	Port	As Needed
Aerial Photos	TIFF, JPEG, etc.	Port	As Needed

2. PORT will secure access to OLYMPIA data through the following process and protocols:

a) PORT maintains separate network logons for all employees. It is against PORT administrative guidelines to share password information. PORT has implemented a password requirement.

b) PORT 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. Joint Responsibilities of OLYMPIA and PORT 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. 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. The agency receiving the request will release records unless that

agency determines that the records meet an exemption or a court otherwise issue's an injunction that prevents disclosure.

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

V. Method of Payment

Not applicable

VI. Indemnification & Insurance

Each party agree 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.

VII. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VIII. 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. The term of this Agreement can be extended upon written agreement of the parties.

IX. Termination of Agreement

This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in Article X of this Agreement.

X. Method of Notice for Termination of Agreement

Method of notice for Termination of Agreement for either party will be a written letter stating termination of agreement.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and the PORT, 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 PORT OF OLYMPIA

PO Box 1967

Olympia, WA 98507-1967

PORT OF OLYMPIA

Attn: Alex Smith

Re: GIS Data Sharing Agreement with OLYMPIA

915 Washington St. NE

Olympia, Washington 98501

XIII. 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.

XIV. Effective Date

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

CITY OF OLYMPIA

**PORT OF OLYMPIA
BOARD OF COMMISSIONERS**

Mayor

President

Date: _____

Vice President

Approved as to form:

Secretary

Darren Nienaber DCA
City Attorney

Approved as to form

By: _____
Port of Olympia Counsel

Olympia/Port Data Sharing Boundary

Exhibit A

