

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;

Whereas, an existing inter local agreement dated August 7th, 2009 regarding the sharing of geospatial data will be superseded and replaced by this agreement.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 Olympia (OLYMPIA) and Thurston County (THURSTON COUNTY) agree as follows:

1. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA to facilitate sharing and cooperative use of geospatial data and supporting attribution and metadata 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 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.

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.

10. Termination of Agreement

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

11. 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.

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 OLYMPIA
Attn: David Kuhn, IT Systems and Applications Supervisor
Re: GIS Data Sharing Agreement with THURSTON COUNTY
PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY
Attn: Contracts/Purchasing Coordinator
Re: GIS Data Sharing Agreement with OLYMPIA
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 OLYMPIA 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 OLYMPIA and THURSTON COUNTY.

CITY OF OLYMPIA

THURSTON COUNTY
BOARD OF COUNTY COMMISSIONERS

Mayor


Chair

Vice-Chair

Date: _____

Commissioner

Approved as to form:



City Attorney

ATTEST

Clerk of the Board

Date: _____

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney