

When recorded return to:
Intercity Transit
526 Pattison
Olympia, WA 98507

COPY

**INTERLOCAL AGREEMENT
BETWEEN
INTERCITY TRANSIT 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 Intercity Transit (INTERCITY TRANSIT) and Thurston County (THURSTON COUNTY) agree as follows:

1. Purpose/Objective

The purpose of this Agreement is to allow INTERCITY TRANSIT to facilitate sharing and cooperative use of geospatial data and supporting attribution and metadata between INTERCITY TRANSIT and THURSTON COUNTY. INTERCITY TRANSIT 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 Intercity Transit 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: Intercity Transit 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.

INTERCITY TRANSIT will signify their approval of the technical details by having the Planning Manager 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 INTERCITY TRANSIT 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: Intercity Transit 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 INTERCITY TRANSIT or THURSTON COUNTY.

11. Entire Agreement

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

INTERCITY TRANSIT
Attn: Planning Manager
Re: GIS Data Sharing Agreement with THURSTON COUNTY
526 Pattison
Olympia, WA 98507

THURSTON COUNTY
Attn: Contracts/Purchasing Coordinator
Re: GIS Data Sharing Agreement with Intercity Transit
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 INTERCITY TRANSIT 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 INTERCITY TRANSIT and THURSTON COUNTY.

INTERCITY TRANSIT

THURSTON COUNTY
BOARD OF COUNTY COMMISSIONERS


Ann Freeman Mazanares
General Manager


Chair


Vice-Chair

Date: Nov 20, 2013


Commissioner

ATTEST


Clerk of the Board

Date: November 5, 2013

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Deputy Prosecuting Attorney

Letter of Interlocal Agreement Details: Intercity Transit and Thurston County

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

October 1, 2013

Intercity Transit
526 Pattison
Olympia, WA 98507

This letter, entitled **Letter of Interlocal Agreement Details: Intercity Transit and Thurston County**, is part of the **Interlocal Agreement between Intercity Transit and Thurston County, 2013 – 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 Planning Manager of the Intercity Transit 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 INTERCITY TRANSIT 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 INTERCITY TRANSIT shall be as follows: INTERCITY TRANSIT maintains certain datasets that are of interest to THURSTON COUNTY. INTERCITY TRANSIT 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 shapefiles. The following table identifies the shapefiles and update schedule:

Folder	Shapefile	Update Schedule
Data		
	Stoplocat (stop locations)	Annually - Day/Month
	Full Routes	Annually - Day/Month

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	Routes by Direction	Annually - Day/Month
	Snow Detours	Annually - Day/Month
	PTBA	Annually - Day/Month
	Dal Boundary	Annually - Day/Month
	Village Van Boundary	Annually - Day/Month
	Ridership	Annually - Day/Month
	Park and Ride ridership	Annually - Day/Month

INTERCITY TRANSIT 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 INTERCITY TRANSIT. THURSTON COUNTY shall share and update the datasets as identified by INTERCITY TRANSIT 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
Data		
	Parcels	Bi-Annually - 1 st of January & July
	StreetsAddress TCOMM	Annually - 1 st of 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.

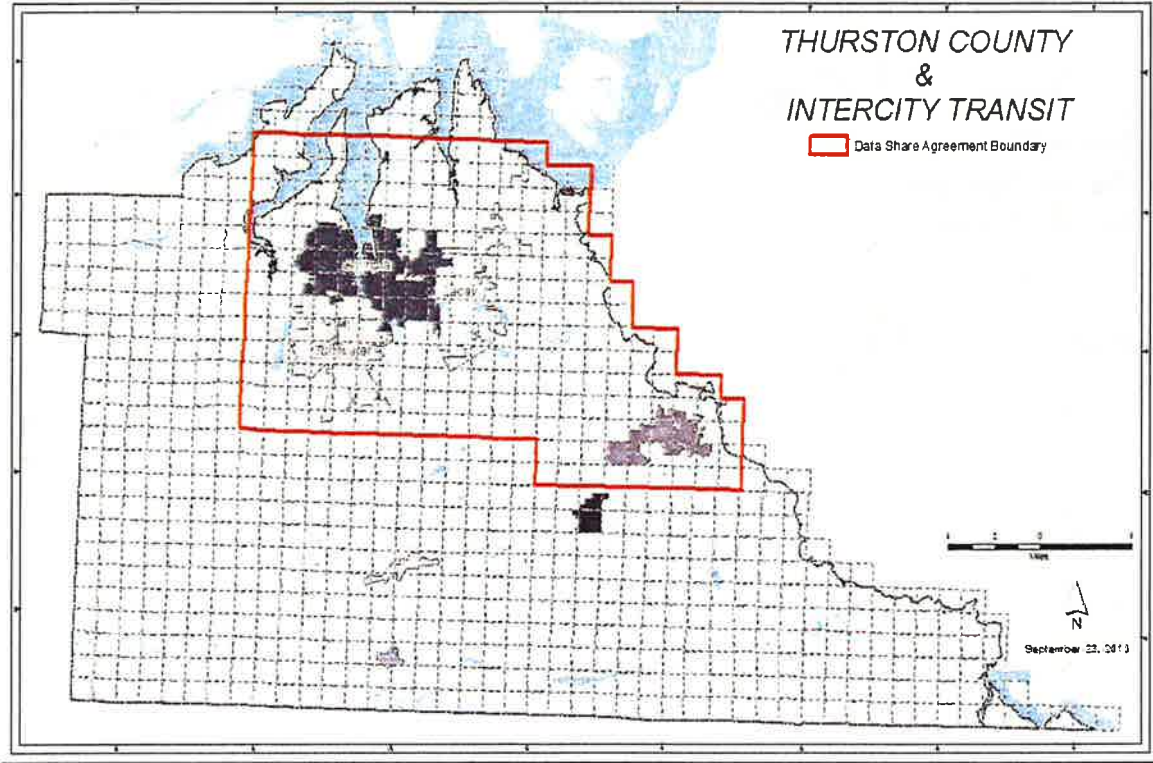
C. Process and Protocols for securing access

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

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- 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 INTERCITY TRANSIT 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 INTERCITY TRANSIT and 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



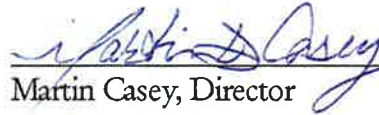
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E. Approvals

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



Dennis Bloom
Planning Manager
Intercity Transit



Martin Casey, Director
Central Services
Thurston County

Date: 11/19/13

Date: 12/9/13