

FRANKLIN COUNTY RESOLUTION NO. _

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL AGREEMENT FOR CONTINUED DEVELOPMENT, MAINTENANCE AND DISTRIBUTION OF GEOGRAPHIC INFORMATION SYSTEM DATA BETWEEN FRANKLIN COUNTY, FRANKLIN COUNTY PUBLIC WORKS, SOUTH COLUMBIA BASIN IRRIGATION DISTRICT AND PUD NO. 1 OF FRANKLIN COUNTY

WHEREAS the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS for mutual benefit, Franklin County Regional Information System hereinafter called and jointly referred to as FRIS, and others who may later join in this agreement in accordance with the terms negotiated between FRIS and new Participating Agencies, agree to join in a spirit of cooperation; and

WHEREAS FRIS Participating Agencies who share geographic data, retain all rights to said data; and

WHEREAS, FRIS as the steward to this data, shall develop a regional data portal for enabling the distribution of said data; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners, hereby approves the attached Interlocal Cooperative Agreement between Franklin County, Franklin County Public Works, South Columbia Basin Irrigation District and PUD No. 1 of Franklin County for the expressed purpose of continued development, maintenance, and distribution of the region's Geographic Information System (GIS) data.

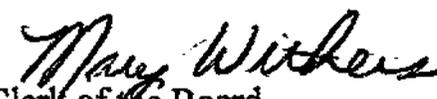
Dated this 18th day of September, 2013

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Chair


Chair Pro Tem


Member

Attest: 
Clerk of the Board

FRANKLIN COUNTY REGIONAL INFORMATION SYSTEM**INTERLOCAL AGREEMENT
FOR CONTINUED DEVELOPMENT, MAINTENANCE AND DISTRIBUTION OF
GEOGRAPHIC INFORMATION SYSTEM DATA****PREAMBLE**

THIS AGREEMENT is between FRANKLIN COUNTY WASHINGTON, FRANKLIN COUNTY PUBLIC WORKS, SOUTH COLUMBIA BASIN IRRIGATION DISTRICT, and PUD NO. 1 OF FRANKLIN COUNTY hereinafter called and jointly referred to as "Participating Agencies" for the expressed purpose of continued development, maintenance, and distribution of the region's Geographic Information System (GIS) data. This multi-agency organization shall be identified as the "Franklin County Regional Information System," hereinafter called and jointly referred to as "FRIS."

WHEREAS the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS for mutual benefit, FRIS, and others who may later join in this agreement in accordance with the terms negotiated between FRIS and new Participating Agencies, agree to join in a spirit of cooperation; and

WHEREAS FRIS Participating Agencies who share geographic data, retain all rights to said data; and

WHEREAS FRIS, as the steward to this data, shall develop a regional data portal for enabling the distribution of said data; and

NOW, THEREFORE, the Participating Agencies of FRIS agree as follows:

ARTICLE I**1.0 Purpose**

The purpose of this Agreement is to continue the ongoing cooperation and coordination of short and long term projects including the development of new data, maintenance of and distribution of the current data within the FRIS Shared GIS Network.

ARTICLE II

2.0 Definitions

For the purpose of clarity in this Agreement, the following terms are defined:

- 2.1 **Additional Participating Agencies** - A public agency under RCW 39.34.020(1) or any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.
- 2.2 **Basemap** – Is the Public Land Survey System (PLSS) data from Rogers Survey, Inc. and includes the County Line, Section, Township, and Range grid with the Global Positioning System (GPS) Township corners tied to the State Plane Coordinate System (SPCS).
- 2.3 **Cooperative Partner** – An association formed between an external entity and one or more FRIS Participating Agencies.
- 2.4 **Data Portal** – Hardware that provides access to spatial Datasets, imagery and maps, which are available to the public for download.
- 2.5 **Executive Committee** – A committee composed of members from each FRIS Participating Agency who has decision-making experience and requisite authority, including one Franklin County Commissioner, the Franklin County Public Works Director, the Franklin PUD General Manager or his designee, the SCBID Manager, and a representative from any Participating Agency which may join later in accordance with the Article V. The Executive Committee establishes the FRIS By-Laws, meets to discuss and agree to policy issues such as funding, ownership, legalities and multiyear arrangements; and also retains control over the distribution, access, and end use of the FRIS Shared GIS Network.
- 2.6 **FRIS** – Franklin County Regional Information System, a multi-agency organization, as defined by this Agreement.
- 2.7 **ILA** – Interlocal Agreement
- 2.8 **Landbase Datasets (or Datasets)** – The digital geographic information and related attribute records, data files, and Metadata generated by FRIS. This includes but is not limited to roads; recorded subdivisions and plats, with associated public utility easements and road rights-of-way; canals, hydro; and other parcel data.
- 2.9 **Maintain** - To keep up-to-date and in good order for the benefit of the users.

- 2.10 Metadata – Is a minimum of information describing data, including the contact person in the Participating Agency, contents of the database, data accuracy, projection, datum, and date of data capture.
- 2.11 Shared GIS Network – The network created and used by the FRIS Participating Agencies to store and access the GIS Datasets and jointly owned hardware and software.

ARTICLE III

3.0 Data

3.1 Development of New Data

3.1.1 Participating Agencies shall use the Basemap as the foundation for creating new data.

3.1.2 The Participating Agency that developed the new data shall have legal or practical control of the Dataset.

3.2 Maintenance of Data

Participating Agencies shall maintain the Datasets for which they have legal or practical control.

3.3 Data Distribution

3.3.1 The master GIS Basemap shall be housed at a location determined by the FRIS Executive Committee.

3.3.2 Participating Agencies shall provide updates of their respective Datasets on a quarterly basis.

3.4 Metadata of Datasets

3.4.1 Each Participating Agency shall provide FRIS with Metadata for each of their Datasets stored in the Shared GIS Network.

3.4.2 Each Participating Agency shall notify FRIS of any Metadata changes, and submit updated files. Updated Metadata shall be delivered to the Shared GIS Network in a timely manner along with the updated data.

3.5 Dataset Restrictions

Each and every Participating Agency reserves the right to exclude any of its data or graphic layers from joint use or access if permitted by operation of law and shall have sole discretion in determining security measures, shared access capabilities with other Participating Agencies, and public access to information in its own internal database. Each Participating Agency shall provide a list of their Dataset restrictions by completing the Dataset Form in Appendix A. that is attached hereto and incorporated herein by reference.

3.5.1 Name of Dataset – The name of the Dataset

3.5.2 Use Restriction Categories - Participating Agencies shall use the following Use Restriction Categories when completing the Dataset Form, Appendix A.

3.5.2.1 Internal Use Only (IUO) – Data may be used only by FRIS Participating Agencies or its designated agents.

3.5.2.2 Internet, Web-based Display (WEB) – Data may be displayed on a FRIS Participating Agency(s) internet website, but not made available for download.

3.5.2.3 Internet, Data Portal (DP) – Data is available for download by the public on the FRIS internet website.

3.6 No Participating Agency shall use any GIS data that is obtained under this Agreement for any commercial, for-profit activity or product. Each Participating Agency agrees not to sell or use the data that is owned or maintained by any other party for any commercial activity, marketing or advertising activity, but may distribute data to contractors or public agencies for projects authorized by the party and/or when required by operation of law.

3.7 No provision of this Agreement shall limit the application of the Public Records Act or the Federal Freedom of Information Act to the parties to this Agreement.

3.8 Participating Agencies shall require any third party users of these Landbase Datasets to agree in writing to hold harmless all parties to this Agreement.

3.9 The Participating Agencies to this Agreement do not warrant or represent that the data will meet users' needs or expectations, or that all nonconformities, defects or errors can or will be corrected.

- 3.10 Any authorized use of information derived or generated from 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.
- 3.11 This Agreement is an integrated Agreement and supersedes all prior negotiations, representations, or agreements, written or oral, between the Participating Agencies concerning the sharing of GIS data.
- 3.12 Each Participating Agency understands that data exchanged under the provisions of this Agreement is provided on an "as-is" basis, making no representation as to the accuracy or validity of the information provided in the computerized map or databases, nor is there any warranty that the data will be appropriate for the use intended by the other party. Each Participating Agency agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their officials, agents or employees, to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability.
- 3.13 Each Participating Agency shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wage and hours, confidentiality, disabilities and discrimination.
- 3.14 Each Participating Agency shall have the right to utilize the data as permitted by law.
- 3.15 Each Participating Agency shall not provide data created or compiled by another party to any person or business without that data being documented as public domain data or without prior written consent from the creator of the data, unless required by operation of law.
- 3.16 All data being dispersed or made available for use in a public context shall contain the following disclaimer:

"This map/data should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific questions you may have.

Infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation and verification. All of the data provided represents information in a readily available format. While the data is generally believed to be accurate, its accuracy is not warranted. Prior to taking any action including but not limited to property purchases, investments or physical changes to any property based in full or in part upon the material provided; it is specifically advised that you independently field verify the information contained in county or other public records."

ARTICLE IV

4.0 Annual Budget and Allocation of Costs

- 4.1 The Executive Committee shall annually approve the FRIS budget for the next calendar year including allocation of costs to the Participating Agencies.
- 4.2 The Executive Committee shall determine the allocation costs for any additional participants who may later join as provided in Article V.
- 4.3 The Participating Agencies shall contribute/update, without charge, the entry of those Datasets for which they have legal or practical control, subject to the conditions of Article III. Data made available to FRIS shall be freely shared among Participating Agencies without charge once it has been developed by a member agency or group of member agencies.
- 4.4 The Participating Agencies shall share costs for acquisition of data that is a common need of the Participating Agencies. A Participating Agency may request that FRIS fund enhancements, data creation or data acquisition to meet the individual member agency's need. If the Executive Committee declines to fund the request, the requesting Participating Agency may acquire the data/enhancement at their expense.
- 4.5 The Participating Agencies shall share the cost of physical construction and management of the Shared GIS Network. Costs associated with system maintenance and support of hardware, software and transport media for the Shared GIS Network shall also be shared. Costs shall be allocated as determined by the Executive Committee.
- 4.6 Each and every Participating Agency is solely responsible for costs associated with its own internal GIS system hardware, software, applications, and database development.

4.7 The Participating Agencies may actively seek grant money from outside sources to fund portions of the Landbase Datasets development and/or future enhancements. The Participating Agencies agree that such grant money will be shared among all members. Any such grant money successfully obtained for the FRIS project, shall be shared among the Participating Agencies as follows:

4.7.1 In recognition of the time and effort often required to secure such grants, the Participating Agency(s) who have made application for and obtained grant money on behalf of FRIS shall be allocated 15% of the total grant amount. The remaining 85% of the grant shall be shared among all Participating Agencies, including the grant securing agency(s), in the same pro rata amount applied to allocation of costs among the Participating Agencies.

4.7.2 In situations where the use of grant money is defined for specific purposes, the Executive Committee shall determine an equitable arrangement for reallocation of equivalent costs.

ARTICLE V

5.0 Additional Participation

5.1 Joining of Additional Participating Agencies

5.1.1 Any agency desiring to join FRIS shall make a written request to the Executive Committee. A unanimous decision of all members of the Executive Committee shall be required prior to acceptance of each and every additional Participating Agency.

5.1.2 Acceptance into FRIS shall be in accordance with the negotiated terms and conditions of the FRIS Executive Committee and the additional agency.

5.2 Joining of Cooperative Partners

5.2.1 Agencies not belonging to FRIS may participate in specific FRIS projects through a signed Interlocal Agreement.

5.2.2 Agencies not belonging to FRIS may share FRIS data through a signed Data Sharing Agreement.

ARTICLE VI

6.0 Withdrawal from FRIS

- 6.1 Written notice of withdrawal shall be made to the Executive Committee, giving 60 days notice, provided all current annual fees, usage fees, and/or other funding commitments are paid in full.

The withdrawing Participating Agency shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination of this Agreement as between the withdrawing Participating Agency and the remaining Participating Agencies resulting from said withdrawal.

The withdrawing Participating Agency will forfeit all rights to any and all future refunds including new Participant fees. Upon withdrawal, the Participating Agency shall retain its own property.

- 6.2 Participation in FRIS after withdrawal shall be limited to the terms of a new FRIS ILA signed by the former Participating Agency and FRIS or by a written request to the Executive Committee per Article V.

ARTICLE VII

7.0 Nonperformance/Default

- 7.1 Any Participating Agency failing to fulfill its responsibilities hereunder shall be in default. The Executive Committee shall notify the defaulting Participating Agency of its default. The defaulting Participating Agency shall have 30 days from the date of said notice to cure its default. If it fails to cure its default, the Participating Agency shall be withdrawn from FRIS and this Agreement as between the defaulting Participating Agency and the remaining Participating Agencies shall be terminated.

- 7.2 Any Participating Agency that is withdrawn from FRIS shall forfeit any and all refunds including new participant fees.

ARTICLE VIII

8.0 Miscellaneous

- 8.1 Pursuant to RCW 39.34.030(3)(b) this Agreement does not create a separate legal or administrative entity other than specifically provided in this Agreement.
- 8.2 This Agreement does not contemplate the Participating Agencies' joint acquisition, holding, and/or disposal of real or personal property other than as specifically provided for herein the Agreement.
- 8.3 Each Participating Agency shall maintain its own budget to facilitate its participation in this Agreement.
- 8.4 The Participating Agencies agree that the FRIS Executive Committee shall be the administrator for this Agreement.

ARTICLE IX

9.0 Conclusion

Additional provisions may be added to this Agreement upon unanimous agreement of the FRIS Participating Agencies.

Subject to the provisions of Article VII, Nonperformance/Default, herein, this Agreement shall remain in effect until terminated by the majority decision of the Executive Committee.

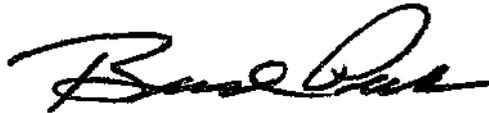
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY WASHINGTON
FRANKLIN COUNTY PUBLIC WORKS



Chairman



Chair Pro Tem

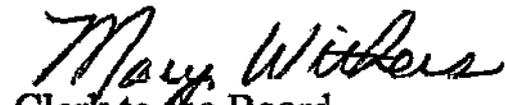


Member

Date: 9-18-2013

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Attest:

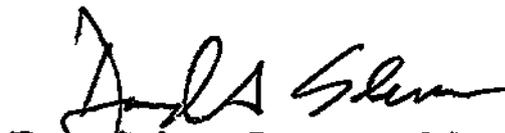

Clerk to the Board

Approved As To Form:


Deputy Prosecuting Attorney

SOUTH COLUMBIA RRIGATION DISTRICT
PASCO, WASHINGTON

FRANKLIN P.U.D.
PASCO, WASHINGTON


Dave Solem, Secretary-Manager


Edward J. Brost, General Manager
by Steve Palmer, Acting General Manager

Date: 8/13/13

Date: 8/30/2013

APPENDIX A -DATASET FORM

DATASET FORM

Dataset Name

Use Restriction

Use Restriction Codes:

Internal Use Only – **IUO**

Internet, Web-based Display – **WEB**

Internet, Data Portal - **DP**